



Santee School District

*Please note:
Board of Education will meet with students at 6:00 p.m.*

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

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

BOARD OF EDUCATION REGULAR MEETING AGENDA May 3, 2016

District Mission

Santee School District assures a quality education, empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.

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A.	OPENING PROCEDURES – 7:00 p.m.		6
	1. Call to Order and Welcome		
	2. District Mission		
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	4. Approval of Agenda		
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C.	PUBLIC COMMUNICATION		14
	<i>During this time, citizens are invited to address the Board of Education about any item not on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.</i>		
D.	CONSENT ITEMS		15
	<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>		

Superintendent

1.1.	<u>Approval of Minutes</u>		16
	<i>It is recommended that the Board of Education approve meeting minutes with any necessary modifications.</i>		

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

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

Business Services

- 2.1. Approval/Ratification of Travel Requests** 24
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. Approval/Ratification of Revolving Cash Report** 26
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.3. Acceptance of Donations** 28
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.4. Approval of Consultants and General Service Providers** 29
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.5. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 31
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of March 2016.
- 2.6. Adoption of Resolution No. 1516-25 Requesting Temporary Transfer of Funds** 36
It is recommended that the Board of Education adopt Resolution No. 1516-25 requesting temporary transfer of funds for the 2016-17 school year.
- 2.7. Approval of Interdistrict Attendance Agreements** 39
It is recommended that the Board of Education approve the Interdistrict Attendance Agreements listed in the item.
- 2.8. Adoption of Resolutions Authorizing Specific Designated Agents** 41
It is recommended that the Board of Education adopt the resolutions designating authorized agents to receive mail and pick up warrants at the County Office of Education, sign payroll payment orders, releasing credential held warrants to employees, sign school orders (commercial warrants), and authorizing the replacement of warrants.
- 2.9. Approval/Ratification of Customer Agreement with County Of San Diego for Maintaining Radios on the Regional Communication System** 47
It is recommended that the Board of Education approve/ratify the Customer Agreement with County of San Diego for Maintaining Radios on the Regional Communication System.

Educational Services

- 3.1. Approval of Personnel Agreement with Grossmont Union High School District for the 2016-17 Santee School District Spanish I Program** 56
It is recommended that the Board of Education the Personnel Agreement with Grossmont Union High School District for 2016-17 Santee School District Spanish I Program.

Human Resources/Pupil Services

- 4.1. Personnel, Regular** 59
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 Medi-Cal Administrative Activities (SMAA) Agreement with Orange County Department of Education** 61
It is recommended that the Board of Education approve the agreement with the Orange County Department of Education for SMAA program support services.

4.3.	<u>Approval of Shared Classroom Teaching Assignments for 2016-2017</u>	89
	It is recommended that the Board of Education approve the shared classroom teaching assignment for 2016-2017.	
4.4.	<u>Adoption of Resolution No. 1516-24 to Layoff/Eliminate Classified Non-Management Positions</u>	90
	It is recommended that the Board of Education adopt resolution no. 1516-24 to layoff/eliminate vacant classified non-management positions.	
4.5.	<u>Approval of New Job Description for Director, Assessment and Learning Support</u>	92
	It is recommended that the Board of Education approve the new job description for Director, Assessment and Learning Support.	
4.6.	<u>Approval to Replace the Current Director, Instructional Technology Job Description with New Director, Instructional Technology Job Description</u>	95
	It is recommended that the Board of Education approve to replace the current Director, Instructional Technology Job Description with a new Director, Instructional Technology Job Description.	
4.7.	<u>Approval of Short Term Positions</u>	98
	It is recommended that the Board of Education approve short term positions.	
E.	DISCUSSION AND/OR ACTION ITEMS	100
	<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
	Superintendent	
1.1.	<u>Update on Long Term Debt Refinancing</u>	101
	It is recommended that the Board of Education consider and provide direction to Administration on Long-Term Debt Refinancing.	
1.2.	<u>Appointment of Personnel: Director, Instructional Technology; Director, Assessment and Learning; and Vice Principal</u>	102
	Administration recommends the Board of Education appoint Bonner Montler as Director, Assessment and Learning Support; Daniel Prouty as Director, Instructional Technology; and Kristen Bonser, Vice Principal, effective July 1, 2016.	
	Business Services	
2.1.	<u>Approval of Monthly Financial Report</u>	103
	It is recommended that the Board approve the Monthly Financial Report for March 2016.	
2.2.	<u>Approval of Eighteenth Amendment to Lease/Leaseback Agreement with Balfour Beatty Construction and Guaranteed Maximum Price for Pepper Drive School HVAC Upgrades Project</u>	106
	It is recommended that the Board of Education approve Amendment No. 18 to Lease-Leaseback Agreement with Balfour Beatty Construction with Final Guaranteed Maximum Price and Authorize BBC to Enter into Contracts for the Pepper Drive School HVAC Upgrades Project.	
2.3.	<u>Approval of Agreement with Hendrix California School Construction Services For Inspector of Record and Staff Extension Services for the Pepper Drive School HVAC Upgrades Project</u>	124
	It is recommended that the Board of Education approve a consultant contract with Hendrix, California School Construction Services to Provide Inspector of Record and Staff Extension Services for the Pepper Drive HVAC Upgrades Project.	

- 2.4. **Rejection of All Bids for District Office HVAC/Ceiling/Lighting Replacement Project** 127
It is recommended that the Board of Education reject all bids for the District Office HVAC/Ceiling/Lighting Replacement Project.

Educational Services

- 3.1. **2016-17 Local Control Accountability Plan Annual Update Action for Counselor/Social Worker Service** 128
It is recommended that the Board of Education incorporate an additional 2.0 FTE Counselors/Social Workers into the 2016-17 LCAP Annual Update and Adopted Budget, contingent upon available LCFF funding to bring the total Counselors/Social Workers to 5.40 FTE.

Human Resources/Pupil Services

- 4.1. **Approval of Declaration of Need for Fully Qualified Educators** 130
It is recommended that the Board of Education approve the Declaration of Need for Fully Qualified Educators.

F. BOARD POLICIES AND BYLAWS 135

- 1.1. **Second Reading: Revised Board Policy 1250 – Visitors/Outsiders and Exhibit A - Code of Conduct for Parents and Visitors** 136
It is recommended the Board of Education review and adopt revised BP 1250 – Visitors/Outsiders and Exhibit A - Code of Conduct for Parents and Visitors.

- 1.2. **Second Reading: New Board Policy 6170.1, Transitional Kindergarten** 139
It is recommended that the Board of Education review and adopt the proposed new Board Policy 6170.1, Transitional Kindergarten.

- 1.3. **Second Reading: Revised Board Policy 5111, Admission** 143
It is recommended that the Board of Education review and adopt the proposed revised Board Policy 5111, Admission.

G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS 148

H. CLOSED SESSION 148

1. **Public Employee Discipline/Dismissal/Release** (Gov. Code § 54957)
2. **Conference with Legal Counsel – Anticipated Litigation** (Gov. Code § 54956.9)
- One case
3. **Conference with Labor Negotiator** (Gov. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)
4. **Conference with Labor Negotiator** (Gov. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)

5. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)

Property:

- *Elliot Site #2 (Parcel #: APN 366 050 16 - east of landfill; North of West Hills High School – area commonly known as Camp Elliott)*
- *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*
- *Property adjacent to 9219 Fenway Road, Santee, CA 92071 located at 10201 Settle Road, Santee, CA 92071 (Sycamore Canyon School)*

Agency Negotiator: Karl Christensen, Assistant Superintendent

6. **Public Employee Performance Evaluation** (Govt. Code § 54957)

Superintendent

I. **RECONVENE TO PUBLIC SESSION**

148

J. **ADJOURNMENT**

148

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 17, 2016, at 7:00 p.m., in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

___ Ryan
___ Levens-Craig
___ El-Hajj
___ Fox
___ Burns

ITEM A. OPENING PROCEDURES

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

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report
 - 1.2. Use of Facilities Report
 - 1.3. Enrollment Report
 - 1.4. Schedule of Upcoming Events
2. Spotlight on Education: Special Student Recognition
3. Spotlight: Special Education Program

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT
2015-16
CUMULATIVE THROUGH APRIL 21, 2016

Residential Rate: \$2.08 per square foot - effective 5/5/14 - 6/19/16; \$2.16 per square foot effective 6/20/16
Commercial Rate: \$0.33 per square foot - effective 5/5/14 - 6/19/16; \$0.35 per square foot - effective 6/20/16
Self Storage Rate: \$0.14 per square foot - effective 4/20/10

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	8514 Sandstone Drive ***	07/08/15	336	\$0.00	CFH
	X	9907, 9909, 9911 Conejo Road	07/15/15	8,556	\$17,796.48	RS
X		9261 Mission Gorge Road	07/22/15	4,980	\$1,643.40	PA
	X	10128 El Nopal	08/11/15	1,164	\$2,421.12	CP
	X	9379 Willowgrove Ave.	08/19/15	679	\$1,412.32	CH
X		9121 Mission Gorge Rd.	09/08/15	5	\$1.65	PA
X		8824 Cottonwood Ave. ****	09/24/15	1,100	\$0.00	PA
	X	9818 Medina Dr.	09/25/15	657	\$1,366.56	CO
	X	10230 Casa Ct.	10/01/15	2,190	\$4,555.20	CP
	X	10232 Casa Ct.	10/01/15	2,332	\$4,850.56	CP
	X	10233 Casa Ct.	10/01/15	2,234	\$4,646.72	CP
	X	10244 Casa Ct.	10/01/15	2,190	\$4,555.20	CP
	X	10245 Casa Ct.	10/01/15	2,206	\$4,588.48	CP
	X	10248 Casa Ct.	10/01/15	2,332	\$4,850.56	CP
	X	10252 Casa Ct.	10/01/15	2,332	\$4,850.56	CP
	X	10256 Casa Ct.	10/01/15	2,332	\$4,850.56	CP
	X	10257 Casa Ct.	10/01/15	2,190	\$4,555.20	CP
	X	10260 Casa Ct.	10/01/15	2,332	\$4,850.56	CP
X		1840 Joe Crosson Dr.	10/15/15	5,564	\$1,836.12	PD
X		9720 Mission Gorge Rd. Ste G	10/19/15	2,000	\$660.00	RS
	X	8554 S. Slope Dr.	10/19/15	600	\$1,248.00	CFH
	X	9902 Via Nina (Refund for remodel never done)	11/13/15	1,555	(\$2,534.65)	RS
	X	9321 Whispering Leaves Ln.	11/30/15	666	\$1,385.28	CO
X		8157 Wing Ave.	12/17/15	1,279	\$422.07	PD
	X	Bushy Hills Drive	01/05/16	10,197	\$21,209.76	CFH
	X	9253 Carita Rd.	01/06/16	753	\$1,566.24	SC
X		8840, 8860, 8870 Magnolia Ave.	01/08/16	14,670	\$4,841.10	HC
X		8712 Magnolia Ave.	02/12/16	24,800	\$8,184.00	HC
X		11322 N. Woodside Ave.	02/19/16	78,759	\$25,990.47	PD
X		Wheatlands Ave.	03/09/16	16,347	\$5,394.51	HC
	X	9324 Woodruff Rd.	03/14/16	791	\$1,645.28	CH
TOTAL PAGE 1					\$143,643.31	

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

** Fee Exempt - Senior / Elder Care Facility

*** Fee Exempt - Less than 500 square feet

**** Fee Exempt - Religious Facility

Requests For Use Of Facilities - May 3, 2016						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Caion Park						
County of San Diego Registrar of Voters (Polls)	Multi-Purpose	6/7/16	Tuesday	6:00 am - 10:00 pm	varies	\$70.00
Carlton Hills						
County of San Diego Registrar of Voters (Polls)	Multi-Purpose	6/7/16	Tuesday	6:00 am - 10:00 pm	varies	\$70.00
Carlton Oaks						
Parent Cyber Safety Ed.	Classroom	4/20/16	Wednesday	5:45 pm - 7:15 pm	50 - 100	
Chet F. Harritt						
PTA (1-on-1 Basketball)	Blacktop (Lower)	3/10/16 - 5/12/16	Thursday	1:40 pm - 3:05 pm	25	
PTA (Pacific Hills Chess Academy)	Classroom	4/8/16 - 6/17/16	Friday	1:40 pm - 3:05 pm	15	
PTA (Turn Off TV Week)	Multi-Purpose	4/11/16 - 4/15/16	Mon - Fri	5:00 pm - 8:00 pm	200	
PTA (Mother/Daughter Tea)	Multi-Purpose	4/30/16	Saturday	10:00 am - 2:00 pm	180	TBD
Hill Creek						
PTSA (Father/Son Laser Tag)	Back Field	4/22/16	Friday	6:00 pm - 9:30 pm	250	
Pepper Drive						
Pepper Drive Middle School Girls & Boys Basketball Teams	Basketball Courts	4/18/16 - 5/6/16	Mon - Thurs	3:00 pm - 6:00 pm	20 - 30	
PRIDE Academy (Prospect Avenue)						
CSEA Santee 557	Multi-Purpose	4/21/16	Thursday	4:00 pm - 4:45 pm	50	
County of San Diego Registrar of Voters (Polls)	Media Center	6/7/16	Tuesday	6:00 am - 10:00 pm	varies	\$70.00
Rio Seco						
PTSA (General Meeting/Family Night)	Multi-Purpose	4/29/16	Friday	6:00 pm - 8:00 pm	50	
Computers 2 Kids (Dan Prouty, Coord. Of Instr. Tech.)	Parking Lot	5/4/16	Wednesday	3:00 pm - 6:00 pm	50	
County of San Diego Registrar of Voters (Collection of Ballots)	Parking Lot	6/7/16	Tuesday	7:00 pm - 11:00 pm	50	
Sycamore Canyon						
County of San Diego Registrar of Voters (Polls)	Multi-Purpose	6/7/16	Tuesday	6:00 am - 10:00 pm	varies	\$70.00
PTA (Family Movie Night)	Front Lawn	6/10/16	Friday	7:00 pm - 9:00 pm	40 - 60	

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

Santee School District
 ENROLLMENT REPORT
 4/22/2016
 Month 10 Week 1
 School Week 34

SCHOOL	REGULAR ED												SPECIAL ED								Total All												
	EAK 5yo	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	04/22/16	04/17/15	# Diff	% Diff	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	04/22/16	04/17/15	# Diff	% Diff	04/22/16	04/15/16	# Diff		
Cajon Park			98	92	100	112	112	104	110	101	112	941	979	-38	-3.9%	2	3	5	5	7	15	8	8	4	57	57	0	0.0%	998	998	0		
Carlton Hills	25	24	79	75	57	49	48	44	48	53	71	569	554	15	2.7%	3	3	3	5	4	5	1	4	6	34	34	0	0.0%	603	602	1		
Carlton Oaks			78	77	67	86	79	96	82	115	106	786	765	31	4.1%	5	3	4	6	10	8	5	6	5	52	52	0	0.0%	838	837	1		
Chet F. Harritt	24	22	94	87	74	56	55	73	59	63	41	648	588	60	10.2%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	648	646	2	
Hill Creek	24	25	77	78	78	75	77	85	68	93	88	768	763	5	0.7%	0	1	6	4	1	2	4	0	0	18	15	3	20.0%	788	786	0		
Pepper Drive		16	102	83	139	113	97	105	98	69	83	905	821	84	10.2%	0	0	0	0	0	0	1	1	4	6	5	1	20.0%	911	913	-2		
Prospect Ave	24	31	84	59	59	81	54	49	61	49	51	582	571	11	1.9%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	682	684	-2	
Rio Seco			101	107	117	113	118	85	99	105	89	934	929	5	0.5%	1	1	4	9	10	6	11	8	7	57	60	-3	-5.0%	991	991	0		
Sycamore Canyon	24		48	53	50	43	49	54	33	0	0	354	359	-5	-1.4%	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	354	354	0		
SUBTOTAL	121	118	741	711	741	728	687	695	656	648	641	6487	6319	168	2.7%	11	11	22	29	32	36	30	27	26	224	223	-1	0.4%	6711	6711	0		
Alternative School			3	2	1	3	5	4	8	4	4	34	33	1	3.0%																		
Santee Success									3	2	3	8	10	-2	-20.0%										0	0	0	0.0%	8	9	-1		
NPS																	1			1	2		1	5	6	-0	0.0%	6	6	0			
SUBTOTAL			3	2	1	3	5	4	11	6	7	42	43	-1	-2.3%	0	0	1	0	0	1	2	0	1	5	6	0	0.0%	47	47	0		
TOTAL	121	118	744	713	742	731	692	699	667	654	648	6529	6362	167	2.6%	11	11	23	29	32	37	32	27	27	229	228	1	0.4%	6758	6758	0		

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

	PK	EAK 4yo	Total All
Cajon Park	0	0	998
Carlton Hills	0	0	603
Chet F Harritt	0	0	648
Hill Creek	0	0	788
Prospect Ave	0	0	582
Sycamore Canyon	62	0	416
Total PK/EAK	62	0	

Total Enrollment Including PK
6820

Schedule of Upcoming Events

Date	Event
May 2	Communication Committee; 3:30 p.m. Educational Resource Center
May 3	Board meets with Student Forum; 6:00 p.m. Board Meeting; 7:00 p.m.
May 9	Wellness Committee; 3:30 p.m. Educational Resource Center
May 10	Special Education Advisory Committee; 6:00 p.m. Educational Resource Center
May 12	District Advisory Committee (DAC); 6:00 p.m. Educational Resource Center
May 16	Character Education Committee; 4:00 p.m. Charles E. Skidmore Administrative Center
May 17	Board Meeting; 7:00 p.m.
May 25	Salute to Excellence; 5:30 (honoree reception); 6:00 p.m. (program); Carlton Oaks Country Club
May 26	Budget Advisory Committee; 6:00 p.m. Charles E. Skidmore Administrative Center
May 30	Memorial Day Holiday – Schools and Departments Closed
June 1	Safety/Facilities Committee Meeting; 3:30 p.m. Charles E. Skidmore Administrative Center
June 7	Board Meeting; 7:00 p.m.
June 21	Board Meeting; 7:00 p.m.
June 22	Last Day of School
June 28	Foundation Golf Classic; Carlton Oaks Country Club

Prepared by Dr. Stephanie Pierce
May 3, 2016

BACKGROUND:

Tonight the Board of Education would like to honor a number of outstanding students in the Santee School District. Each school's teaching and administrative staff has selected these students to be acknowledged for their accomplishments. We are proud to recognize them for the excellent effort they have demonstrated this school year and the wonderful role models they have been to others.

Jeremy Alcazar
Cajon Park

Will Sinclair
Chet F. Harritt

Parker James
PRIDE Academy

Derin Barzangi
Carlton Hills

Hailey Ellison
Hill Creek

Corey Beaver
Rio Seco

Loren Bloom
Carlton Oaks

Shayla Johnson
Pepper Drive

Ella Keefe
Sycamore Canyon

Reports and Presentation Item B.3.
Prepared by Dr. Stephanie Pierce
May 3, 2016

Spotlight: Special Education Program

BACKGROUND:

This evening, Mimi McGinty, Director of Special Education, will be presenting a report on specialized academic curriculum, professional development for special education teachers and assistants, and mainstreaming opportunities for students.

Agenda Item B.3.

Item C. PUBLIC COMMUNICATION

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

Agenda Item C.

Item D. CONSENT ITEMS

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

Agenda Item D.

Consent Item D.1.1.
Prepared by Cathy A. Pierce, Ed.D.
May 3, 2016

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- April 19, 2016, 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**

April 19, 2016
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome
President Ryan called the meeting to order at 7:00 p.m.
Members present:
 Barbara Ryan, President
 Elana Levens-Craig, Vice President
 Dianne El-Hajj, Clerk
 Ken Fox, Member
 Dustin Burns, Member
Administration present:
 Dr. Cathy Pierce, Superintendent and Secretary to the Board
 Karl Christensen, Assistant Superintendent, Business Services
 Tim Larson, Assistant Superintendent, Human Resources/Pupil Services
 Dr. Stephanie Pierce, Assistant Superintendent, Educational Services
 Lisa Arreola, Executive Assistant and Recording Secretary
2. President Ryan invited Girl Scout Cadet Troop #6687, to present the colors and lead the Pledge of Allegiance; and then invited the audience to recite the District Mission.
3. Approval of Agenda
Member Burns moved approval.

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

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 Learning: Carlton Oaks School**

Staci Block, Principal, thanked and introduced members of her Carlton Oaks team. Principal Block shared a video highlighting 1:1 iPad instruction and 21st Century Learning, Writer's Workshop, Visual and Performing Arts, and Junior High Leadership and Spirit Events. The Board expressed their gratitude to Carlton Oaks staff for their hard work and presentation.
3. **Spotlight: Child Nutrition Services Update**

Cathy Abel, Director of Child Nutrition Services, explained the main objective of the Child Nutrition Department is to adhere to high standards of food quality and nutritional value; expand nutrition education for students; promote healthy food choices; and increase participation in Child Nutrition programs. She provided the Board with a summary of the operations during the 2015-16 school year and included information on website marketing; harvest of the month and nutritional education; use of clean label foods (less additives); and use of school garden produce. The Board expressed their gratitude towards Mrs. Abel for her presentation and hard work.

4. 2015-16 Trimester 2 District Assessment Results

Stephanie Pierce, Assistant Superintendent of Educational Services; Kristin Baranski, Director of Curriculum and Assessment; and Bonner Montler, Coordinator of Assessment and English Learners, presented District assessment results for Trimester 2. The presentation included an overview of multiple assessment measures, how these results relate to two District LCAP goals, and ongoing support for improving student learning.

5. 2016-17 Local Control Accountability Plan Annual Update Progress

Karl Christensen, Assistant Superintendent of Business Services; and Stephanie Pierce, Assistant Superintendent of Educational Services provided an update on the progress of the 2016-17 Local Control Accountability Plan. Administration and staff have been obtaining and cataloguing input from the various stakeholder groups, assembling data, and analyzing themes to guide the development of Goals and Action Steps for the District's 2016-17 LCAP Annual Update. The Board asked Administration to bring back information to the next meeting that allows for discussion and/or modification of Action Step #22 – Provide academic and behavioral supports to address the social and emotional learning needs of students.

C. PUBLIC COMMUNICATION

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

D. PUBLIC HEARINGS

1. Proposed Increase to Level 1 Developer Fees

President Ryan opened the public hearing on the Proposed Increase to Level 1 Developer Fees. There were no comments. The public hearing was closed.

2. Presentation of California School Employees Association Chapter #557 (CSEA) Initial Proposal to Modify Articles of the Collective Bargaining Agreement between Santee School District and CSEA

Tim Larson mentioned the California School Employees Association Chapter #557 (CSEA) Initial Proposal to Modify Articles of the Collective Bargaining Agreement between Santee School District and CSEA was being presented.

3. Public Hearing for California School Employees Association Chapter #557 (CSEA) Initial Proposal to Modify Articles of the Collective Bargaining Agreement between Santee School District and CSEA

President Ryan opened the public hearing on California School Employees Association Chapter #557 (CSEA) Initial Proposal to Modify Articles of the Collective Bargaining Agreement between Santee School District and CSEA. There were no comments. The public hearing was closed.

4. Presentation of the Board of Education's Initial Proposal to Modify Articles of the Collective Bargaining Agreement between Santee School District and California School Employees Association Chapter #557 (CSEA)

Tim Larson mentioned the Santee School District Board of Education's Initial Proposal to Modify Articles of the Collective Bargaining Agreement between Santee School District and California School Employees Association Chapter #557 (CSEA) was being presented.

5. Public Hearing for Santee School District Board of Education's Initial Proposal to Modify Articles of the Collective Bargaining Agreement between Santee School District and California School Employees Association Chapter #557 (CSEA)

President Ryan opened the public hearing for Santee School District Board of Education's Initial Proposal to Modify Articles of the Collective Bargaining Agreement between Santee School District and California School Employees Association Chapter #557 (CSEA). There were no comments. The public hearing was closed.

E. CONSENT ITEMS

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

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Expenditure Warrants
- 2.3. Approval/Ratification of Purchase Orders
- 2.4. Approval/Ratification of Revolving Cash Report
- 2.5. Acceptance of Donations
- 2.6. Approval of Consultants and General Service Providers
- 2.7. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)
- 2.8. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement
- 2.9. Adoption of Resolution No. 1516-21 Increasing Level 1 Fees on Development Projects
- 2.10. E-Rate Competitive Bid Process: Approval of Selection of Datel Systems as the Vendor to Provide Fiber Optic Cabling
- 2.11. E-Rate Competitive Bid Process: Approval of Selection of Datel Systems as the Vendor to Provide Uninterruptable Power Supply (UPS) Systems
- 3.1. Approval of Final Change Order, Contract Amount, and Authorization/Ratification to File Notice of Completion Documents for the Pepper Drive School Administration/Learning Resource Center Project
- 4.1. Approval of YEAR 2 – Centralized Teacher Laptop Depreciation and Replacement Plan
- 4.2. Approval of Nonpublic Agency Master Contract with San Diego Center for Vision Therapy
- 4.3. Approval of Increase for Nonpublic Agency Master Contract Expenses with ABA Education Foundation for Behavioral Support
- 5.1. Personnel, Regular
- 5.2. Approval to Submit a Proposal for Department of Defense Military Connected Local Educational Agencies for Academic and Support Programs Grant
- 5.3. Approval to Increase Work Hours for Identified Classified Non-Management Position
- 5.4. Approval of Intern Program Agreement with Point Loma Nazarene University
- 5.5. Adoption of Resolution No. 1516-22, Declaring May 11, 2016 as Santee School District's Day of the Teacher
- 5.6. Adoption of Resolution No. 1516-23, Declaring May 15 - 21, 2016 as Classified School Employees Week

Member Burns moved approval.

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

F. DISCUSSION AND/OR ACTION ITEMS

Business Services

1.1. Approval of Monthly Financial Report

Mr. Christensen provided the financial report for cash and budget transactions through February 29, 2016. The month of February ended with a general fund cash balance of \$9.6 million and the District will be able to meet all financial obligations with internal cash this fiscal year. Mr. Christensen explained the budget revisions report were similar in projected outcome to last month's report. He explained the District is expected to end the year with a small surplus in the Unrestricted General Fund of approximately \$380,000, and an ending reserve percentage of 19.81%. For the subsequent years, based on Second Interim assumptions, the reserve percentage is expected to decline gradually. Member Burns moved approval.

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

Ryan Aye
Levens-Craig Aye
El-Hajj Aye

Fox Aye
Burns Aye

1.2. Update on Prop 39 Funded Projects for HVAC Replacement at Pepper Drive School and the District Office

Mr. Christensen explained that in 2014, the District submitted its five-year Energy Expenditure Plan to receive Prop 39 funding. The two largest projects on the original plan were replacement of the HVAC systems at Pepper Drive and the District Office; which were both planned to occur this Summer. Mr. Christensen explained the District recently received pricing for construction costs for both of these projects and, when soft costs are added, additional local funding will be required to complete these projects. He explained it was best to provide the Board with an update on Prop 39 funding and these two projects before bringing them for consideration at the next Board meeting. Mr. Christensen provided the Board with a copy of the original Prop 39 plan which outlined the proposed plan. Mr. Christensen explained the District received approximately \$130,000 in planning funds and expected to receive approximately \$1.3 million of Prop 39 funds for the projects. Overall, the District expected to receive a little less than \$1.5 million in Prop 39 funds.

Project	Original Plan						
	2014-15 Site Electricity and Gas Bill	Project Estimated Annual Energy Savings	Prop 39 Funding	Rebates	Def Maint	CIP	Total
Pepper Drive HVAC Replacement	\$144,701	\$41,212	\$723,595	\$17,067	\$804,000		\$1,544,662
Pepper Drive Solar Shade Structure			\$134,400			\$69,831	\$204,231
DO HVAC Replacement	\$25,889	\$16,233	\$151,398	\$8,602	\$172,403		\$332,403
ERC HVAC Replacement			\$141,250				\$141,250
Lighting Retrofits			\$60,341	\$6,358			\$66,699
Power Management Software			\$98,449	\$32,600			\$131,049
Other Energy Efficiency Measures ERC			\$12,733				\$12,733
Other Energy Efficiency Measures PD			\$11,412				\$11,412
Planning			\$130,000				\$130,000
Total			\$1,463,578	\$64,627	\$976,403	\$69,831	\$2,574,439

Mr. Christensen presented the revisions for the current conditions. He explained escalation of construction costs, soft costs, and fewer Prop 39 funds than expected, required the need of additional local funds to be used for completion of the projects. Mr. Christensen shared the Preliminary Guaranteed Maximum Price for Pepper Drive School showed a need for an additional \$700,000 in local funding. He explained the bid for the construction project at the District Office was approximately \$350,000, in addition to soft costs. The overall cost was of \$441,000 and required approximately \$100,000 in local funding to complete. Mr. Christensen mentioned Administration recommends moving forward with the replacement of the HVAC system at Pepper Drive; and shared possible sources for additional local funds.

Project	Current Status	Revisions for Current Conditions				
		Estimated Change to Prop 39 Funding	Revised Estimated Prop 39 Funding	Estimated Change for Total Project Costs	Revised Estimated Total Project Costs	Addtl Local Funds Needed to Complete*
Pepper Drive HVAC Replacement	Pending		\$723,595	\$697,462	\$2,242,124	\$697,462
Pepper Drive Solar Shade Structure	Complete		\$134,400		\$204,231	
DO HVAC Replacement	Pending		\$151,398	\$108,540	\$440,943	\$108,540
ERC HVAC Replacement	In process	(\$125,558)	\$15,692		\$141,250	
Lighting Retrofits	In process		\$60,341		\$66,699	
Power Management Software	Complete		\$98,449		\$131,049	
Other Energy Efficiency Measures ERC	Pending		\$12,733		\$12,733	
Other Energy Efficiency Measures PD	Pending		\$11,412		\$11,412	
Planning	Complete	(\$110,500)	\$19,500		\$130,000	
Total		(\$236,058)	\$1,227,520	\$806,002	\$3,380,441	\$806,002

Upon discussion, the Board asked Administration to develop a plan showing options for the allocation of the local funds and bring back to the next meeting.

Human Resources/Pupil Services

2.1. Approval of Restructure of the Benefits Job Responsibilities within the Human Resources Department

Tim Larson, Assistant Superintendent of Human Resources/Pupil Services, explained that after careful review, it had been determined that a restructure of the job responsibilities associated with the benefits program would provide more efficient and improved services for eligible employees, COBRA participants, and retirees. He recommended the Board approve the benefits job responsibilities be structured as follows.

1. Create a classified non-management bargaining unit position for Benefits Technician
2. Eliminate the management/confidential position for Benefits and Risk Management Specialist
3. Assign workers' compensation responsibilities to the Assistant Superintendent of Human Resources.

Member Burns moved approval.

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

Superintendent

3.1. Approval of Santee Historical Society Membership

Membership to the Santee Historical Society was presented for consideration. Member Burns moved approval.

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

G. BOARD POLICIES AND BYLAWS

1.1. First Reading: Revised Board Policy 1250 – Visitors/Outsiders and Exhibit A - Code of Conduct for Parents and Visitors

Revised Board Policy 1250 – Visitors/Outsiders and Exhibit A – Code of Conduct for Parents and Visitors was presented for a first reading. Board Policy 1250 will return to the Board for a second reading and request for approval.

1.2. First Reading: New Board Policy 6170.1, Transitional Kindergarten

New Board Policy 6170.1, Transitional Kindergarten was presented for a first reading. Board Policy 6170.1 will return to the Board for a second reading and request for approval.

1.3. First Reading: Revised Board Policy 5111, Admission

New Board Policy 5111, Admission was presented for a first reading. Board Policy 5111 will return to the Board for a second reading and request for approval.

H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Superintendent Pierce shared ice cream sundaes, cookies, and a healthy alternative would be served at the schools during Teacher and Classified Appreciation week, May 9-13. A schedule for the week was presented for their review.

Superintendent Pierce inquired on the Board's preference for signatures on the promotion certificates. Upon discussion, the Board agreed all signatures would be included on the certificates.

Superintendent Pierce shared a copy of the promotion schedule for the Board's review. She mentioned coordination of schedules would be discussed at the following meeting. President Ryan mentioned she

was only available on June 21 and offered to attend Carlton Oaks and Santee Success promotion ceremonies. She mentioned her grandson was promoting from Carlton Oaks.

Superintendent Pierce mentioned the Board had expressed an interest in inviting former Board Members and retired Administrators to the Salute to Excellence event in honor of the District's 125th celebration. Board members agreed to extend former Board Members and retired Administrators an invitation to the event.

President Ryan made reference to upcoming events and noted the Board's meeting with student representatives was May 3 at 6:00 p.m.

Member Burns requested a copy of the current site carry-over funds. He also inquired on allocating funds to Project SAFE for assist with their annual staff appreciation event. The Board agreed to allocate \$200 to Project SAFE. Member Burns mentioned one of the neighbors by Cajon Park had contacted him about the weeds growing into his yard. He asked that the District be a "good neighbor" and make sure the weeds were removed.

Member El-Hajj commended the Santee Foundation on the Santee Aloha 5k Fun Run and Walk. President Ryan extended her gratitude towards Member Levens-Craig, and the Foundation members, for their hard work in organizing the event.

I. CLOSED SESSION

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

1. **Public Employee Discipline/Dismissal/Release** (Gov. Code § 54957)
2. **Consideration of Student Matter** (Ed. Code § 48918)
3. **Conference with Legal Counsel – Anticipated Litigation** (Gov. Code § 54956.9)
- One Case
4. **Conference with Labor Negotiator** (Gov. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)
5. **Conference with Labor Negotiator** (Gov. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)
6. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
Property:
 - Elliot Site #2 (Parcel #: APN 366 050 16 - east of landfill; North of West Hills High School – area commonly known as Camp Elliott)
 - 10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)
 - Property adjacent to 9219 Fenway Road, Santee, CA 92071 located at 10201 Settle Road, Santee, CA 92071 (Sycamore Canyon School)Agency Negotiator: Karl Christensen, Assistant Superintendent
7. **Public Employee Performance Evaluation** (Govt. Code § 54957)
Superintendent

The Board entered closed session at 8:46 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:15 p.m.

K. ADJOURNMENT

With no further business, the regular meeting of April 19, 2016 adjourned at 10:15 p.m.

Dianne El-Hajj, Clerk

Cathy A. Pierce, Ed.D., Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
May 3, 2016

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 for Board of Education approval **prior** to the travel date.

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$3,887 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.

Board Travel Report - April 19, 2016

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Saturday, 04/23/16	Dr. Stephanie Pierce	Educational Services	Celebration of Literacy Stars 2016 Awards Brunch	San Diego	\$0	\$30	Educational Services	Ms. LaFuze will be honored at this event that recognizes San Diego County educators.
	Mike Olander	Cajon Park			\$0	\$30	Educational Services	
	Jamie LaFuze	Cajon Park			\$0	*\$0	*honoree - no charge	
	Daniel LaFuze	Guest			\$0	\$30	Educational Services	
Thursday, 04/28/16	Stephanie Southcott	Hill Creek	Spotlight on Education Speaker Series Featuring Dr. Jo Boaler	USD	\$0	\$73	Title I	This seminar will highlight strategies to help students enjoy and succeed in math.
	Karen Hohimer	Hill Creek			\$0	\$73	Title I	
	Susan Goro	Hill Creek			\$0	\$73	Title I	
	Charlene Stanley	Hill Creek			\$0	\$73	Title I	
	Daniel Saksa	Hill Creek			\$0	\$73	Title I	
	Molly Maloy	Hill Creek			\$0	\$73	Title I	
	Erica Edmonston	Hill Creek			\$0	\$73	Title I	
	Lynne McCarthy	Hill Creek			\$0	\$73	Title I	
	Jennifer Dye	Hill Creek			\$0	\$73	Title I	
Thursday, 05/05/16	Elana Levens-Craig	Board Member	Strategies for Effective Family Engagement	San Diego	\$0	\$174	Board of Education	This conference will focus on strategies for effective family engagement.
Thursday, 05/12/16	Dr. Stephanie Pierce	Educational Services	18th Annual Biliteracy Symposium	La Jolla	\$0	\$50	Educational Services	Ms. Matias and Ms. Villalva will be honored at this event that recognizes biliteracy educators.
	Bonner Montler	Educational Services			\$0	\$50	Educational Services	
	Jerelyn Lindsay	Carlton Hills			\$0	\$50	Educational Services	
	Staci Block	Carlton Oaks			\$0	\$50	Educational Services	
	Andrew Johnston	Chet F. Harritt			\$0	\$50	Educational Services	
	Elvia Mariscal	Educational Services			\$0	\$50	Educational Services	
	Excelsis Matias	Educational Services			\$0	\$50	Educational Services	
	Marcelo Matias	Guest			\$0	\$50	Educational Services	
	Marisela Villalva	Educational Services			\$0	\$50	Educational Services	
	Daniel Villalva	Guest			\$0	\$50	Educational Services	
Wednesday, 05/18/16	Carrie Thompson	Carlton Hills	Stopping The Pain: Preventing Suicide and Self-Mutilation	San Diego	\$0	\$108	DODEA/McKinney Grants	This workshop will provide assessment strategies and essential techniques for working with suicidal or self-mutilating students.
	Kirsten Strelton	Cajon Park			\$0	\$108	DODEA/McKinney Grants	
	Ed Gigliotti	PRIDE Academy			\$0	\$108	DODEA/McKinney Grants	
	Tracie F. Perez	Educational Services			\$0	\$108	DODEA/McKinney Grants	
	John Schweller	Pupil Services			\$0	\$108	DODEA/McKinney Grants	
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California								
Mon-Tues, 05/09/16-05/10/16	Pam Brasher	Out of School Time	California Afterschool Challenge	Sacramento	\$0	*\$0	*No Cost To District	This event is an opportunity to meet with legislators to educate about afterschool programs.
Monday, 07/18/16	Deborah McCormick	Rio Seco	2016 National Conference on Differentiated Instruction - Administrator Summit	Las Vegas	\$0	\$642	Rio Seco School	The focus of the differentiated instruction summit will be on student engagement and achievement along with strategic planning for school improvement.
	Michelle Orderman	Rio Seco			\$0	\$642	Rio Seco School	
	Stacey Turner-Gonzalez	Rio Seco			\$0	\$642	Rio Seco School	

Consent Item D.2.2. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
May 3, 2016

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval of checks #22415 through #22416 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$149.76 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.

**SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT- \$15,000**

Date	Number	Name	Memo	Amount
04/14/16	22415	WalMart	Lorene Foster - Assist family in need	100.00
04/19/16	22416	State Board of Equalization	Quarterly Exempt Bus Operator Diesel Fuel Tax	49.76

Total Checks Written

\$149.76

Total to be Reimbursed

\$149.76

Consent Item D.2.3 Acceptance of Donations
 Prepared by Karl Christensen
 May 3, 2016

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	\$100.00	AXA Foundation	Rio Seco School
TOTAL DONATIONS RECEIVED	\$100.00		

RECOMMENDATION:

Administration recommends acceptance of the donation listed above for the District and authorization to send a letter of appreciation on behalf of the governing Board.

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The donation above is valued at \$100.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

**Consultant / General Service Provider Report
May 3, 2016**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Debora Rocha Munoz	Consultant	Bilingual Evaluations	7/1/16 - 6/30/17	Not to Exceed \$3,000.00	Special Education	Employee
Brian Alvara	General Service Provider	STEAM Maker Workshop Bundle - Student Activities	4/13/16	Not to Exceed \$350.00	Chet F. Harritt	Independent Contractor
National University	General Service Provider	Sanford Harmony Character Ed Training	04/21/16 - 4/27/16	*\$0 - There is no fee	Pepper Drive	Independent Contractor
John Toffemire	Consultant	Site Protocol Assessment	4/21/16- 05/04/16	Not to Exceed \$1,652.01	Board of Education	Employee

BACKGROUND:

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

There were 186 transactions totaling \$21,642.11 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20160302	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	17.04	Correction Tape, Binder Clips
20160302	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAUANT STORE	170.39	Cambro Camwear Lids
20160302	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	30.22	Foam Display Boards, Binder Clips
20160306	ABEL,CATHY	CHILD NUTRITION	CHEF CITY	105.84	Cart
20160307	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	101.66	Office Supplies
20160309	ABEL,CATHY	CHILD NUTRITION	DELL SALES & SERVICE	306.68	Toner
20160311	ABEL,CATHY	CHILD NUTRITION	WAL-MART #1917	6.35	Wall Organizer
20160313	ABEL,CATHY	CHILD NUTRITION	O REPS COM	52.50	Door Sweep Walk-In
20160313	ABEL,CATHY	CHILD NUTRITION	PARTY CITY	47.07	Decorations Farmers Markets
20160314	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	38.84	Office Supplies
20160314	ABEL,CATHY	CHILD NUTRITION	THE HOME DEPOT 673	6.39	Grommets for Display boards
20160322	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAUANT STORE	163.32	Delivery Bags
20160329	ABEL,CATHY	CHILD NUTRITION	DELL SALES & SERVICE	142.54	Toner
				1,188.84	
20160301	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMARTNFINAL39810803989	47.35	Supplies for Board meeting
20160301	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALBERTSONS #6710	8.99	Supplies for Board meeting
20160302	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	PARTY CITY	32.29	Supplies for employee recognition luncheon
20160303	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SPROUTS FARMERS MARK	4.99	Supplies for Board meeting
20160304	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SPROUTS FARMERS MARK	4.99	Supplies for Special Board meeting
20160306	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	EL POLLO LOCO 3749	94.50	Catering for Special Board meeting
20160307	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SQ *COOKIES BY DESIGN	12.00	Supplies for LCAP Annual Review meeting
20160307	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	WM SUPERCENTER #5684	20.56	Supplies for LCAP Annual Review Meeting
20160307	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	OFFICE DEPOT #846	6.51	Purchase of Supplies for LCAP Annual Review meeting
20160309	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALS SPORT SHOP	7.55	Name badge for PLT member
20160310	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	RUBIO'S #249	95.04	Catering for Special Board Meeting
20160315	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 3256	32.94	Frames for school notifications
20160316	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALBERTSONS #6710	26.98	Board meeting supplies
20160317	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 5711	32.29	Frames for Code of Conduct
20160317	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SPROUTS FARMERS MARK	4.99	Board meeting supplies
20160318	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SPROUTS FARMERS MARK	13.98	Supplies for Special Board Meeting
20160318	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	OFFICE DEPOT #846	33.68	Office supplies for Code of Conduct posters
20160324	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	OFFICE DEPOT #846	(0.77)	Return of supplies for Code of Conduct posters
20160325	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	WWW DICKSPORTNGGOODS	97.19	Purchase of sample canopy for school site
20160331	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	USPS057020750050516376	19.60	Purchase of postage stamps
				595.65	
20160309	AVILA,EVONN	BUSINESS SERVICES	SCHOOL SERVICES OF CAL	775.00	May Revise Workshop (CP, KC, SP, TL, TL)
20160314	AVILA,EVONN	BUSINESS SERVICES	AMAZONPRIME MEMBERSHIP	106.92	Amazon Prime Membership
20160321	AVILA,EVONN	BUSINESS SERVICES	COSTCO.COM *ONLINE	583.59	Bottled Water for Emergencies
				1,465.51	
20160301	BAKER,HOPE	OST PROGRAMS	OFFICE DEPOT #908	140.84	OFFICE SUPPLIES, CORK BOARDS, PORTFL., DIV INDEX
20160303	BAKER,HOPE	OST PROGRAMS	CPS HUMAN RESOURCE SER	4.85	Dept. of Social Services Training
20160317	BAKER,HOPE	OST PROGRAMS	SEES CANDY 415	2,827.29	YALE FUNDRAISER
20160331	BAKER,HOPE	OST PROGRAMS	CPS HUMAN RESOURCE SER	4.85	Depart. of Social Services Training
20160331	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	88.54	OFFICE SUPPLIES, PAPER TOWELS, FACE TISSUE, STORAGE BAGS
				3,066.37	
20160314	BENEDETTO,ANGELO	CARLTON HILLS	WAL-MART #1917	14.36	Photos from student of the month assemblies
20160318	BENEDETTO,ANGELO	CARLTON HILLS	TARGET 00014852	16.72	Hooks and double-sided tape for college flags: College Bound school theme
				31.08	
20160301	BILLICK,JERI	SYCAMORE CANYON	PAYPAL *NEARPOD	69.79	Educational iPad AP/program
20160303	BILLICK,JERI	SYCAMORE CANYON	AMAZON COM	34.12	Books for library for chicken project
20160303	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	4.12	Book for chicken project
20160303	BILLICK,JERI	SYCAMORE CANYON	AMAZON.COM	67.90	Clipboards for Peace Patrol program
20160306	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	34.40	Books for chicken project
20160307	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	14.03	PE equipment
20160307	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	60.76	PE equipment and book for chicken program
20160307	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	30.23	PE Equipment
20160308	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	42.07	PE Equipment
20160309	BILLICK,JERI	SYCAMORE CANYON	SMITHGEAR	458.00	Headphones for SBAC Testing
20160318	BILLICK,JERI	SYCAMORE CANYON	SMARTNFINAL39810803989	72.94	Popcorn for perfect attendance popcorn recess
				888.36	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20160301	BLOCK,STACI	CARLTON OAKS	FITNESS FINDERS INC	76.93	Running Club awards
20160301	BLOCK,STACI	CARLTON OAKS	AMAZON MKTPLACE PMTS	54.11	Classroom printer toner
20160309	BLOCK,STACI	CARLTON OAKS	AMAZON MKTPLACE PMTS	31.67	Projector replacement bulb for classroom projector
20160310	BLOCK,STACI	CARLTON OAKS	NOTHING BUNDT CAKES 3	98.72	Staff meeting deserts
20160311	BLOCK,STACI	CARLTON OAKS	OFFICE DEPOT #908	122.64	Classroom art project supplies
20160311	BLOCK,STACI	CARLTON OAKS	OFFICE DEPOT #908	10.79	Classroom art project supplies
20160311	BLOCK,STACI	CARLTON OAKS	JET.COM	85.90	Classroom art project supplies
20160311	BLOCK,STACI	CARLTON OAKS	MICHAELS STORES 3256	103.36	Classroom art project supplies
20160314	BLOCK,STACI	CARLTON OAKS	AMAZON MKTPLACE PMTS	70.69	Toner for classroom printer
20160314	BLOCK,STACI	CARLTON OAKS	AMAZON.COM	99.34	iPad cords
20160315	BLOCK,STACI	CARLTON OAKS	AMAZON MKTPLACE PMTS	7.99	Classroom pet supplies
20160315	BLOCK,STACI	CARLTON OAKS	AMAZON MKTPLACE PMTS	8.44	Classroom pet supplies
20160317	BLOCK,STACI	CARLTON OAKS	AMAZON.COM	50.22	Classroom pet supplies
20160317	BLOCK,STACI	CARLTON OAKS	AMAZON MKTPLACE PMTS	15.95	Classroom pet supplies
20160317	BLOCK,STACI	CARLTON OAKS	AMAZON MKTPLACE PMTS	70.69	Toner for classroom printer
20160325	BLOCK,STACI	CARLTON OAKS	EVENTBRITE	(50.00)	Refund for staff attending Arts Education Learning Exchange
20160325	BLOCK,STACI	CARLTON OAKS	EVENTBRITE	(50.00)	Refund fro staff attending Arts Education Learning Training
20160325	BLOCK,STACI	CARLTON OAKS	MICHAELS STORES 8709	80.38	Classroom art project supplies
20160325	BLOCK,STACI	CARLTON OAKS	EVENTBRITE	(50.00)	Refund for staff attending Arts Education Learning Exchange
20160325	BLOCK,STACI	CARLTON OAKS	EVENTBRITE	(50.00)	Refund for staff attending Arts Education Learning Training
20160325	BLOCK,STACI	CARLTON OAKS	EVENTBRITE	(50.00)	Refund for staff attending Arts Education Learning Exchange
20160331	BLOCK,STACI	CARLTON OAKS	OFFICE DEPOT #846	62.81	Classroom art project supplies
				<u>800.63</u>	
20160307	BRASHER,PAMELA	OST PROGRAMS	DOLLARTREE.COM	272.16	SPRING BREAK PROJECT SUPPLIES
20160316	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	32.27	SPRING BREAK SCIENCE SUPPLIES
20160316	BRASHER,PAMELA	OST PROGRAMS	SMARTNFINAL36010803609	30.69	SPRING BREAK ACTIVITY SUPPLIES
20160317	BRASHER,PAMELA	OST PROGRAMS	THE HOME DEPOT 673	51.71	SPRING BREAK ART SUPPLIES
20160320	BRASHER,PAMELA	OST PROGRAMS	MICHAELS STORES 3851	77.50	PICTURES FRAMES FOR SCHOOL NOTIFICATIONS
20160325	BRASHER,PAMELA	OST PROGRAMS	AMC MISSION VALLEY #02	950.00	SPRING BREAK - AMC MOVIE ADMISSIONS
20160325	BRASHER,PAMELA	OST PROGRAMS	WALMART.COM	473.30	3 IN 1 COMBO TABLE, NINTENDO Wii, SAUCER CHAIRS
20160325	BRASHER,PAMELA	OST PROGRAMS	AMC MISSION VALLEY #02	730.80	SPRING BREAK - AMC MOVIE SNACK PACKS
				<u>2,618.43</u>	
20160303	BROGAN-BARANSKI,K	EDUCATIONAL SERVICES	AMAZON.COM	27.65	Professional Development - Books
20160308	BROGAN-BARANSKI,K	EDUCATIONAL SERVICES	USD E-PAYMENTS	50.00	Travel - SOLES/ELDA Institute - J. Rolf 4/28/16
20160315	BROGAN-BARANSKI,K	EDUCATIONAL SERVICES	AMAZON.COM	11.04	Lost/Damaged Library Books - Reading Books - Cajon Park
20160317	BROGAN-BARANSKI,K	EDUCATIONAL SERVICES	MPMSCHOOLSUPPLIES.COM	697.97	Alternative School - Supplies - Die Cut Set
20160318	BROGAN-BARANSKI,K	EDUCATIONAL SERVICES	LEARNING A-Z, LLC	219.90	Alternative School - Supplies - Student licenses for Raz-Kids
				<u>1,006.56</u>	
20160303	HECK,TERRY	PRIDE ACADEMY	TARGET.COM *	36.58	Storage crates for Mrs. O'Connell's class.
20160303	HECK,TERRY	PRIDE ACADEMY	VONS STORE00018978	14.17	Pizza with the Principal
20160303	HECK,TERRY	PRIDE ACADEMY	TARGET.COM *	33.35	Storage crates for Mrs. O'Connell's class.
20160314	HECK,TERRY	PRIDE ACADEMY	GLOGSTER.COM	95.00	Website subscription for J.H.
20160318	HECK,TERRY	PRIDE ACADEMY	PAYPAL *ANTONIOMMEI	130.00	Charger cable cords for Apple iPads
				<u>309.10</u>	
20160310	HICKS,TYLENE	CAJON PARK	FOOD4LESS #0349	58.56	Student Incentives/PD Supplies
20160310	HICKS,TYLENE	CAJON PARK	MICHAELS STORES 3256	4.53	Supplies for Professional Development
20160310	HICKS,TYLENE	CAJON PARK	WAL-MART #1917	26.68	Supplies for Professional Development
20160321	HICKS,TYLENE	CAJON PARK	LEGOLAND CALIFORNIA	525.00	Robotics/Lego League Competition Registration
				<u>614.77</u>	
20160302	HOHIMER,KAREN	HILL CREEK	TARGET 00014852	12.95	Thumb drive
20160311	HOHIMER,KAREN	HILL CREEK	ALBERTSONS #6704	7.48	Incentive prizes for jr high
20160317	HOHIMER,KAREN	HILL CREEK	ALBERTSONS #6704	23.75	Meal items for USD Meeting
20160318	HOHIMER,KAREN	HILL CREEK	USD E-PAYMENTS	350.00	USD - Jo Boaler Presentation
20160320	HOHIMER,KAREN	HILL CREEK	DISCOUNTMUGS.COM	400.00	Kindness week - staff shirts
				<u>794.18</u>	
20160310	JOHNSTON,ANDREW	CHET F. HARRITT	USD E-PAYMENTS	300.00	Spotlight on Education with Jo Boaler. Six certificated members attended this conference.
20160316	JOHNSTON,ANDREW	CHET F. HARRITT	AMAZON.COM	20.81	Two student books for Resource Specialist
20160317	JOHNSTON,ANDREW	CHET F. HARRITT	AMAZON MKTPLACE PMTS	210.00	Break your own Geodes for our STEAM Night
20160318	JOHNSTON,ANDREW	CHET F. HARRITT	AMAZON MKTPLACE PMTS	9.86	Toysmith Rock Science Kit for STEAM Night
20160321	JOHNSTON,ANDREW	CHET F. HARRITT	AMAZON MKTPLACE PMTS	8.49	Gemstone Collection for STEAM Night
20160322	JOHNSTON,ANDREW	CHET F. HARRITT	AMAZON MKTPLACE PMTS	8.73	Agate Light Table Slices for STEAM Night
				<u>557.89</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20160304	LINDSAY, JERELYN	CARLTON HILLS	BEST BUY 00001842	54.23	Microphone for video camera - Yearbook
20160309	LINDSAY, JERELYN	CARLTON HILLS	SPORTS FLAGS AND PRODU	65.40	College Bound University Flags
20160309	LINDSAY, JERELYN	CARLTON HILLS	AMAZON.COM	57.21	Professional Books for library
20160310	LINDSAY, JERELYN	CARLTON HILLS	AMAZON MKTPLACE PMTS	15.81	Returned for credit - did not order
20160316	LINDSAY, JERELYN	CARLTON HILLS	USD E-PAYMENTS	400.00	USD Speaker Series - Jo Boaler 8 staff members registration
20160321	LINDSAY, JERELYN	CARLTON HILLS	AMAZON.COM	(15.81)	Return from purchase on 3/10/16. No receipt sent. Billing error made by Amazon.
20160322	LINDSAY, JERELYN	CARLTON HILLS	4IMPRINT	252.14	Magnetic C Hills frames for SOM and Attendance magnets
				<u>828.98</u>	
20160302	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	89.91	9x external disc cases for HC
20160303	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	223.11	9x external disc drives for HC
20160306	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	127.50	Digital Signage Android Player
20160310	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	ONSIGN TV	151.76	1yr Digital signage at Technology
20160313	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	99.98	2x lifeproof iPad mini fre case for sped & sped (CO)
20160314	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	143.44	4x external disc drive and cases for SC
20160315	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE.COM	24.99	Security System
20160321	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE.COM	24.99	Security System
20160323	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WWW.NEWEGG.COM	128.97	iPad Chargers
20160328	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	359.91	Monitor Stands
20160330	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLYS ELECTRONICS	46.94	VGA Cables for PA Preschool
				<u>1,421.50</u>	
20160302	MARTIN, SUZANNE	CHET F. HARRITT	GUITAR CENTER #112	50.00	Microphone stand for assemblies and performances. General fund.
20160303	MARTIN, SUZANNE	CHET F. HARRITT	HOMEDEPOT.COM	300.24	Shelving for device and hardware. General fund.
20160309	MARTIN, SUZANNE	CHET F. HARRITT	BRAINPOP	205.00	Ongoing subscription for CAJON PARK. BrainPop- Animation education website subscription- Cajon Park General Budget.
				<u>555.24</u>	
20160313	MCGINTY, MIRIAM	SPECIAL EDUCATION	LAKESHORE LEARNING MAT	39.94	Timers (49.99%)
20160313	MCGINTY, MIRIAM	SPECIAL EDUCATION	LAKESHORE LEARNING MAT	39.95	Timers (50.01%)
20160313	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON.COM	41.00	Testing battery for OT.
				<u>120.89</u>	
20160301	MCKINNON, KATHY	EDUCATIONAL SERVICES	SMARTFINAL39810803989	105.21	PD - Food - March Professional Development
20160306	MCKINNON, KATHY	EDUCATIONAL SERVICES	VONS STORE0018978	6.14	ERC Admin - Food - PLT
20160314	MCKINNON, KATHY	EDUCATIONAL SERVICES	HOMEGOODS #0562	10.84	ERC Admin - Supplies
				<u>122.19</u>	
20160306	MONTLER, BONNER M	EDUCATIONAL SERVICES	CPM EDUCATIONAL PROGRA	76.81	Mathematics materials for Course 2 in Spanish. Black line masters of all units
20160329	MONTLER, BONNER M	EDUCATIONAL SERVICES	GOTOCITRIX.COM	468.00	Renewal of one year subscription (online meeting solution)
20160302	MYERS, CHARLES	TRANSPORTATION	SNAP ON TOOLS M MOLAND	169.51	Tools for the shop
				<u>714.32</u>	
20160311	OLANDER, MICHAEL	CAJON PARK	AMAZON MKTPLACE PMTS	2.90	LED lights for Coding class
20160321	OLANDER, MICHAEL	CAJON PARK	LEGOLAND CALIFORNIA	560.00	Lego Robotics competition
				<u>562.90</u>	
20160313	PROUTY, DANIEL J	INSTRUCTIONAL TECHNOLOGY	BREAKOUT EDU	127.36	Curricular materials for maker spaces.
				<u>127.36</u>	
20160302	RIFFEL, MEREDITH	PUPIL SERVICES	TARGET 00014852	31.30	Wipes for SDC PK class
20160310	RIFFEL, MEREDITH	PUPIL SERVICES	RCHSD SPEECH 8010FR113	150.00	Training for Stacie Bartfeld
20160316	RIFFEL, MEREDITH	PUPIL SERVICES	OFFICE DEPOT #908	43.75	Ink cartridge for Meredith
20160320	RIFFEL, MEREDITH	PUPIL SERVICES	DM1* DELL BUS ONLINE	183.59	Ink cartridge for SC PK
				<u>408.64</u>	
20160302	ROSA, JIM	RIO SECO	AMAZON.COM	47.06	PE Equipment
20160302	ROSA, JIM	RIO SECO	SMILEMAKERS INC	52.08	Rainbow Tooth Holders for Health Clerk
20160302	ROSA, JIM	RIO SECO	PAYPAL *BUILDASIGN	20.23	Signs for Think Lab
20160304	ROSA, JIM	RIO SECO	PAYPAL *MTKAUFMAN	57.00	Personal purchase to be reimbursed back to the district
20160309	ROSA, JIM	RIO SECO	DOLPHIN BLUE	149.93	2016-17 Academic Year Wall Calendars
				<u>326.30</u>	
20160315	SCHOLDER, TAMMY	PEPPER DRIVE	AMAZON.COM	194.08	Books for the character ed committee
20160317	SCHOLDER, TAMMY	PEPPER DRIVE	AMAZON.COM	29.23	Vest for campus supervisor
				<u>223.31</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20160309	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	82.06	Materials for SSP
20160309	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	8.97	Materials for SSP
20160310	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	39.49	Materials for SSP
20160310	SCHWELLER,JOHN	PUPIL SERVICES	BARNES&NOBLE.COM-BN	108.56	Materials for SSP
20160310	SCHWELLER,JOHN	PUPIL SERVICES	BARNES&NOBLE.COM-BN	13.23	Materials for SSP
20160311	SCHWELLER,JOHN	PUPIL SERVICES	BARNES&NOBLE.COM-BN	13.23	Materials for SSP
20160311	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	76.64	Materials for SSP
20160311	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	335.38	Materials for SSP
20160311	SCHWELLER,JOHN	PUPIL SERVICES	GALLUP INC -US	99.90	Materials for SSP
20160311	SCHWELLER,JOHN	PUPIL SERVICES	BARNES&NOBLE.COM-BN	7.75	Materials for SSP
20160313	SCHWELLER,JOHN	PUPIL SERVICES	BARNES&NOBLE.COM-BN	79.38	Books for SSP
20160315	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	9.58	Materials for SSP
20160323	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	103.86	Book shelf for Carrie Thompson
				978.03	
20160301	SHEEN,KRISTINA D	OST PROGRAMS	WAL-MART #1917	118.64	ART SUPPLIES, PRIZES FOR KIDS
20160311	SHEEN,KRISTINA D	OST PROGRAMS	FOOD4LESS #0349	126.86	FUNDRAISER FOOD SUPPLIES
				245.50	
20160303	SOUTHCOTT,STEPHANIE	HILL CREEK	AMAZON MKTPLACE PMTS	22.95	Teacher supplies for reading materials
20160303	SOUTHCOTT,STEPHANIE	HILL CREEK	AMAZON.COM	8.50	Office supplies
20160306	SOUTHCOTT,STEPHANIE	HILL CREEK	COMPUTER USING EDUCATO	300.00	CUE Conference - M. Maloy
20160308	SOUTHCOTT,STEPHANIE	HILL CREEK	DISCOUNTMUGS.COM	115.00	Staff Appreciation
20160308	SOUTHCOTT,STEPHANIE	HILL CREEK	SAN DIEGO COUNTY OFFIC	50.00	iVie Awards Payment
20160308	SOUTHCOTT,STEPHANIE	HILL CREEK	SAN DIEGO CHRISTIAN CO	(38.00)	Refund- Cancelled Conference
20160309	SOUTHCOTT,STEPHANIE	HILL CREEK	AMAZON.COM	22.66	PE Equipment Jr High
20160317	SOUTHCOTT,STEPHANIE	HILL CREEK	AMAZON.COM	26.95	Classroom materials
20160317	SOUTHCOTT,STEPHANIE	HILL CREEK	AMAZON.COM	58.88	PE Supplies
20160317	SOUTHCOTT,STEPHANIE	HILL CREEK	AMAZON MKTPLACE PMTS	50.81	PE supplies
20160317	SOUTHCOTT,STEPHANIE	HILL CREEK	AMAZON MKTPLACE PMTS	62.13	PE Supplies
20160317	SOUTHCOTT,STEPHANIE	HILL CREEK	AMAZON MKTPLACE PMTS	85.55	PE Supplies
20160318	SOUTHCOTT,STEPHANIE	HILL CREEK	EINSTEIN BROS BAGELS33	14.99	Breakfast for training
20160320	SOUTHCOTT,STEPHANIE	HILL CREEK	USD E-PAYMENTS	100.00	USD - Jo Boaler Presentation
20160320	SOUTHCOTT,STEPHANIE	HILL CREEK	DISCOUNTMUGS.COM	79.04	Kindness week- staff shirts (split payment)
20160322	SOUTHCOTT,STEPHANIE	HILL CREEK	ACCO BRANDS DIRECT	28.07	Planner - S. Southcott
20160329	SOUTHCOTT,STEPHANIE	HILL CREEK	AMAZON MKTPLACE PMTS	10.79	PE Supplies
				998.32	
20160325	STARKEY,MARK	INFORMATION TECHNOLOGY	CRUCIAL.COM	71.26	Memory for desktop
				71.26	
				21,642.11	

Consent Item D.2.6.
Prepared by Karl Christensen
May 3, 2016

Adoption of Resolution No. 1516-25 Requesting
Temporary Transfer of Funds

BACKGROUND:

Resolution No. 1516-25 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:

It is recommended that the Board of Education adopt Resolution No. 1516-25 requesting temporary transfer of funds for the 2016-17 school year.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

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.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

RESOLUTION NO. 1516-25

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, 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 21, 2016, the Board of Education will adopt a final budget.

For this District for the fiscal year 2016-17 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 \$12,999,327; and

WHEREAS, taxes accrued to the District during the 2015-16 fiscal year were \$12,997,327; 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 2016-17 fiscal year to meet obligations incurred for maintenance purposes in the amount of:
 - a) \$2,209,886 for the period from July 1 until August 31 not to exceed 17% of the authorized limit.

- b) \$11,049,427 after August 31 but not to 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 2016-17 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 3rd day of May, 2016 by the following votes:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Dianne El-Hajj, 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.2.7. Approval of Interdistrict Attendance Agreements
 Prepared by Karl Christensen
 May 3, 2016

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 the Interdistrict Attendance Agreements for the Districts listed below be approved for the term noted:

Alpine Union	7/1/16 – 6/30/21 (5yrs)	Mountain Empire Unified	7/1/16 – 6/30/21 (5yrs)
Cajon Valley Union	7/1/16 – 6/30/21 (5yrs)	Murrieta Valley Unified	7/1/16 – 6/30/21 (5yrs)
Carlsbad Unified	7/1/13 – 6/30/18 (5yrs)	Oceanside Unified	7/1/16 – 6/30/21 (5yrs)
Chula Vista City	7/1/16 – 6/30/17 (1 year)	Poway Unified	7/1/16 – 6/30/21 (5 years)
Coronado Unified	7/1/16 – 6/30/21 (5yrs)	Ramona Unified	7/1/16 – 6/30/21 (5 years)
Dehesa	7/1/16 – 6/30/21 (5yrs)	San Diego Unified	7/1/16 – 6/30/21 (5yrs)
Del Mar	7/1/16 – 6/30/21 (5 years)	San Ysidro	7/1/16 – 6/30/21 (5yrs)
Escondido Union	7/1/16 – 6/30/21 (5yrs)	Savanna School District	7/1/16 – 6/30/21 (5yrs)
Fallbrook Union	7/1/16 – 6/30/21 (5yrs)	Solana Beach	7/1/15 – 6/30/20 (5yrs)
Jamul-Dulzura Union	7/1/16 – 6/30/21 (5yrs)	South Bay Union	7/1/15 – 6/30/20 (5yrs)
Julian Union	7/1/16 – 6/30/21 (5yrs)	Sweetwater Union	7/1/16 – 6/30/21 (5yrs)
Lakeside Union	7/1/16 – 6/30/21 (5yrs)	Temecula Valley Unified	7/1/16 – 6/30/21 (5yrs)
La Mesa-Spring Valley	7/1/16 – 6/30/21 (5yrs)	Vista Unified	7/1/16 – 6/30/21 (5yrs)
Lemon Grove	7/1/16 – 6/30/21 (5yrs)	Warner Unified	7/1/16 – 6/30/21 (5 yrs)
Magnolia School District	7/1/16 – 6/30/21 (5yrs)		

RECOMMENDATION:

It is recommended that the Board of Education approve the Interdistrict Attendance Agreements listed above.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The 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.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

BACKGROUND:

In order to maintain a current register of persons authorized to act on behalf of the District pursuant to various sections of the Education Code, it is necessary that the Board of Education pass a series of resolutions prior to the beginning of each fiscal year.

RECOMMENDATION:

Administration recommends adoption of the attached resolutions:

- Resolution No. 1516-26 - Resolution Designating Authorized Agent to Receive Mail and Pick Up Warrants at the County Office of Education.
- Resolution No. 1516-27 - Resolution Designating Authorized Agent to Sign Payroll Payment Order.
- Resolution No. 1516-28 - Resolution to Release Credential Held Warrants to Employees
- Resolution No. 1516-29 - Designating Authorized Agent to Sign School Orders (Commercial Warrants).
- Resolution No. 1516-30 - Resolution Authorizing the Replacement of Warrants

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

There is no fiscal impact in adopting these resolutions. The purpose of adopting these resolutions is to maintain a current register of persons authorized to act on behalf of the District.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.8.

RESOLUTION # 1516-26
**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, 2016 through June 30, 2017.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is Tory Long.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

Karl Christensen, Tory Long, Karen Lippert, Dianne Brown, Joy Burchard, Lorie Schmitz, Nancy Stasch

3.

	mail	hold	consortium	
Check one	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly payroll warrants each and every month.
Check one	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 3, 2016 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Dianne El-Hajj, 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 # 1516-27
PAYMENT ORDER RESOLUTION

Santee School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2016 through June 30, 2017.

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.

Dr. Cathy Pierce or Karl Christensen, or Tim Larson.

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 May 3, 2016 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Dianne El-Hajj, 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 # 1415-28
**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, 2016 through June 30, 2017.

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 3, 2016 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Dianne El-Hajj, 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 # 1516-29
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, 2016 through June 30, 2017.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, Dr. Cathy Pierce, Karl Christensen, Tim Larson 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 3, 2016 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Dianne El-Hajj, 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)

**SANTEE SCHOOL DISTRICT
RESOLUTION NO. 1516-30 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.

	Manual Signature	Facsimile Signature
Superintendent	_____ Dr. Cathy Pierce	_____
Assistant Superintendent Business Services	_____ Karl Christensen	_____
Assistant Superintendent Human Resources	_____ Tim Larson	_____
Director Education Services	_____ Dr. Stephanie Pierce	_____
Business Services Coordinator	_____ Tory Long	_____

PASSED AND ADOPTED by said Board of Education on May 3, 2016.

AYES: ____ **NOES:** ____ **ABSENT:** ____ **ABSTAIN:** ____

I, Dianne El-Hajj, 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:

Since 2000, the District has been on the County of San Diego Regional Communication System (RCS). The RCS began on March 7, 1995 when the County of San Diego and other local agencies entered into an agreement (“1995 Agreement”) which provided for the funding and acquisition of a regional radio system providing communication services to public safety and public service agencies in San Diego and Imperial Counties. The 1995 Agreement required the County, through its Sheriff’s Department, to operate the communication system with the financial contribution of the original RCS parties. Other agencies were allowed to join the 1995 Agreement as “Customers” through separate contracts with the County for a specified fee.

The RCS became operational in 1998 and reached the manufacturer’s end of life system support December 2012. The County has been planning for the replacement of the existing system since 2009. The original 1995 Agreement was for a term of 15 years and expired March 6, 2010. On May 5, 2009, the term of the 1995 Agreement was extended to March 31, 2013. On August 7, 2012 it was further extended to March 31, 2016 in order to provide ample time for replacement.

Since the RCS Agreement expired March 31, 2016, the District has transitioned to a new radio communication system but is maintaining 4 radios on the RCS in order to allow for direct communication with first responders during emergencies. The Customer Agreement with the County of San Diego specifies the cost for maintaining radios on the system as \$76.07 per month, per radio.

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify the Customer Agreement with County of San Diego for Maintaining Radios on the Regional Communication System.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$3,651.36 annually.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.10.

**San Diego – Imperial County
Regional Communications System (RCS)**

Customer Agreement

RCS
San Diego County Sheriff's Department
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206

(858) 495-5232 (Phone)
(858) 694-3433 (Fax)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

1st of April, 2016.
Day Month

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Department, referred to herein as COUNTY, and Santee School District referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability; and,
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD).
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.

E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Recitals:**

The Recitals identified above are incorporated to this Agreement.

2. **System Operation:**

The COUNTY shall provide a wireless radio communications network for CUSTOMER's use.

3. **Governance:**

In entering this Agreement, CUSTOMER acknowledges that use of the COUNTY will be controlled by the RCS BOD, a governing board acting with the authority of the County of San Diego Board of Supervisors to administer the RCS. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

No actions by the RCS BOD or the County of San Diego Board of Supervisors may be so broad in nature that they negatively affect or impact the operational or legal integrity of the CUSTOMER.

4. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$76.07 per radio, per month, as may be modified by Section 6, for radios which CUSTOMER places in service on the RCS network.

5. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

6. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually by the RCS BOD. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

7. **Payment of Fees:**

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. The charge for radios

programmed for use will be prorated by the day, using a 30 day month. CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

8. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

9. ***Radio Limit:***

CUSTOMER is not authorized to exceed 15 radios using the RCS without approval of the RCS BOD.

10. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

11. ***Radio Programming:***

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by RCS BOD.

12. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the RCS BOD.

13. ***Training:***

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. ***Radio Maintenance:***

CUSTOMER is responsible for maintenance and repair of its radio equipment. CUSTOMER

agrees to provide repaired radios to COUNTY Wireless Services Division staff for inspection prior to reuse.

15. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

16. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

17. ***Network Access Priority:***

The RCS BOD will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

18. ***Coverage:***

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

19. ***Term of Agreement:***

The Agreement will expire on March 31, 2021.

20. ***Agreement Modification; Entire Agreement:***

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

21. ***Termination of Agreement:***

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

22. Grievance Procedure:

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

23. Defense and Indemnity:

1. Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER agree to retain

their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and CUSTOMER may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Points of Contact for Agreement:

Point of Contact RCS:

Gayda S. Pia
Principal Administrative Analyst
Regional Communications System
San Diego County Sheriff's Department
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Charlie Myers
Transportation Director
Santee School District
9880 Riverwalk Drive
Santee, CA 92071-5209

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors

Bill F. Paskle, Fire Chief
RCS BOD Chair

Date: _____

APPROVAL:
County of San Diego

David Hall
Clerk of the Board of Supervisors

Date: _____

Approved as to form:
Office of the County Counsel
William L. Pettingill

BY: _____

Date: _____

APPROVAL:

Print Name

Signature

Title

Date: _____

END OF AGREEMENT

Consent Item D.3.1.

Approval of Personnel Agreement with Grossmont Union High School District for the 2016-17 Santee School District Spanish I Program

Prepared by Dr. Stephanie Pierce
May 3, 2016

BACKGROUND

Since the 2007-08 school year, the Santee School District and the Grossmont Union High School District have offered an eighth grade Spanish I class during a zero period. Grossmont Union High School District contracts with a credentialed Spanish teacher and Santee School District funds the teacher’s salary for this class. Students successfully completing this class may enroll in Spanish 2 as freshmen.

For the 2016-17 school year, Santee School District will be able to offer one Spanish class at PRIDE Academy. All incoming eighth grade students with at least a 2.5 scholastic GPA in their 7th grade year are invited to enroll. Enrollment will be capped at 40 students. Based on District budgetary reductions, students will not be provided District transportation to and from the class.

RECOMMENDATION

Administration requests approval to enter into a personnel agreement with the Grossmont Union High School District not to exceed \$23,602.01 for the Spanish I teacher. Offering a junior high Spanish class addresses the strategic planning area of educational opportunities.

This recommendation supports the following District goal:

- Assure the highest level of educational achievement for all students

FISCAL IMPACT

The cost of the Spanish classes will come from the general fund and will not exceed \$23,602.01, the cost of the teacher’s salary.

STUDENT ACHIEVEMENT

Research shows that the study of a second language increases the potential for learning in the first language and in the area of mathematics. Additionally, students enrolled in the Spanish I class will have the possibility of accelerating their educational opportunities for advanced study in high school.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

PERSONNEL AGREEMENT

THIS AGREEMENT, is entered into on this 1st day of JULY, 2016, by and between the Santee School District, herein called "Santee," and the Grossmont Union High School District, herein called "Grossmont."

WHEREAS, Santee is in need of the professional services of an employee of Grossmont to work at Prospect Avenue Elementary School to teach Spanish for high school credit for the 2016-17 school year, for one period per day;

AND, WHEREAS, the District is agreeable to assigning Danny Martinez, herein referred to as "Employee" to give his professional services to Santee in the above assignment and to provide high school credit for this class.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

1. Grossmont agrees during the term of this agreement to assign Employee to Santee and to perform those duties assigned by Santee and to require Employee in the performance of such services to Santee to conform to the rules and regulations applicable to certificated personnel of Santee including but not limited to performance of work in Santee.
2. Santee agrees to pay Grossmont in consideration of the services performed by Employee as herein specified and Grossmont agrees to accept in full payment hereof a sum not to exceed

\$ 23,602.01 computed as follows:

(a) \$ 18,388.61 salary payment.

(b) \$ 5,213.40 fringe benefits' cost including teachers' retirement, worker's compensation, unemployment insurance.

(c) Santee agrees to adjust the amount specified above to provide complete reimbursement to Grossmont for actual cost based on Grossmont negotiated increases. Actual cost increases that exceed the state approved COLA plus 2 percent shall require an amendment to this agreement. The amendment must be approved by mutual consent of both parties.

(d) The agreement provides for 185 days of service by the Employee at an hourly rate of

\$ 99.40 excluding fringe benefits.

(e) The sum called for herein shall become due and payable to Grossmont within (15) days after the date of submission of an itemized claim by Grossmont. Grossmont may submit claims on a semi-annual basis.

* Salary & benefit costs will be automatically increased once the 2016-17 costs are known.

3. Grossmont agrees that Santee may pay directly to the Employee, during the term of this agreement, reimbursement for assigned mileage and travel expenses in accordance with and subject to the policies of Santee.
4. The work time under this agreement shall be in accordance with the normal workday for employment by Santee.
5. This agreement may be amended at the request of either party by mutual consent of both parties by the addition of an addendum to the agreement signed by a representative of Grossmont and Santee.
6. The term of this agreement shall commence JULY 1, 2016 and end on JUNE 30, 2017 inclusive unless terminated sooner by the mutual consent of both parties.
7. This agreement contains the entire agreement between the parties and shall not be modified except in writing signed by a representative of Santee and/or Grossmont.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above:

Approved by the Governing Board
Grossmont Union High School District:

Approved by the Governing Board
Santee School District:

By:  _____

By: _____

Date: 4/15/16 _____

Date: _____

CONSENT OF EMPLOYEE

The undersigned Employee hereby acknowledges that he/she has read the foregoing agreement between Santee and Grossmont and consents to serve as described in this agreement.

Signature

Date

BACKGROUND:

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

Certificated Staff

A. New Appointments:

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

B. Temporary Rehires:

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

C. Change of Status/Location:

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

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date
1. Lamb, Jeff	Chet F. Harritt	VI-27	Retirement	06-23-16

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Appointments:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Fazekas, Abby (replacing Heather Bloomfield)	Sycamore Canyon	Instructional Assistant, Special Ed II 21 A / 3.0 hrs	\$0.00	\$976.12	04-28-16

I. Rehires:

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

J. Change of Status/Location:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Achenbach, Peggy	Transportation	Bus Driver I 25 E / 5.67 hrs to 25 E / 6.0 hrs	\$2,739.98	\$2,899.50	04-01-16
2. Cutler, Judy	Rio Seco	Instructional Assistant, Special Ed I 20 E / 5.0 hrs to 20 E / 6.25 Hrs	\$1,888.23	\$2,360.00	04-19-16
3. D'Agostino, Krista (replacing Kathy Stayner)	Human Resources to <i>Carlton Oaks</i>	Clerk Typist II 22 A / 8.0 hrs + PGI 1 to <i>Secretary II (School)</i> 27 A / 8.0 hrs + PGI 1	\$2,756.33	\$3,521.00	04-28-16
4. Garrabrant, Ana Maria (replacing Kathy Jose)	Rio Seco to <i>Cajon Park</i>	Instructional Assistant, Special Ed I 20 E / 5.75 hrs to 20 E / 5.0 hrs	\$2,171.62	\$1,888.13	05-02-16

Classified Staff – continued

J. Change of Status/Location:

5. Jose, Kathleen (replacing Ana Maria Garrabrant)	Cajon Park to <i>Rio Seco</i>	Instructional Assistant, Special Ed I 20 E / 5.0 hrs + 16% Longevity to 20 E / 6.25 hrs + 16 % <i>Longevity</i>	\$2,190.40	\$2,737.60	05-02-16
6. Niemela, Alison (replacing Matthew Whittaker)	Carlton Hills to Cajon Park	Project SAFE Assistant 17 A / 3.5 hrs to 17 A / 3.92 hrs	\$936.83	\$1,049.09	05-02-16
7. Parras, Wendy	Hill Creek	Instructional Assistant, Special Ed II 21 E / 3.75 hrs 21 E / 6.0 hrs	\$1,488.90	\$2,382.00	04-20-16
8. Schmidtke, Cindy	Transportation	Bus Driver I 25 E / 5.92 hrs + 8% Longevity to 25 E / 6.92 hrs + 8% Longevity	\$2,970.62	3,611.61	04-01-16
9. Storm, Bryce (replacing Randy Williamson)	Maintenance and Operations	Craftworker I 24.5 B / 8.0 hrs to <i>Craftworker II</i> 28.5 A / 8.0 hrs	\$3,255.17	\$3,773.00	04-18-16

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date
1. Rosas, Lisa	Hill Creek	Student Support Assistant 27.5 C / 6.0 hrs	Personal	Deny	05-10-16 to 06-22-16

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Torres, Vicki	Pepper Drive	Secretary II (School)	Retirement	07-19-16

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

Consent Item D.4.2.

Approval of Medi-Cal Administrative Activities (SMAA)
Agreement with Orange County Department of Education

Prepared by Tim Larson
May 3, 2016

BACKGROUND:

This support services agreement for the Medi-Cal Administrative Activities (SMAA) Program is renewable on an annual basis. The Orange County Department of Education serves as the Local Education Consortium (LEC) agent for the southern region. The District is required to work with an LEC for the SMAA program. The term for this agreement is July 1, 2016 through June 30, 2017.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with the Orange County Department of Education for SMAA program support services.

FISCAL IMPACT:

The fee will be 4.5% of quarterly claims. Based on an estimate of \$58,020 in total claims, the cost for services could be \$2,611. Total cash receipts received to-date in Fiscal Year 2015-2016 total \$58,020.

STUDENT ACHIEVEMENT IMPACT:

The MAA program revenues will be deposited into the general fund and will be used to support the instructional program as indicated.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

2 SANTEE ELEMENTARY SCHOOL DISTRICT
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July,
6 2016, by and between the Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local
8 Educational Consortium (LEC), hereinafter referred to as
9 SUPERINTENDENT, and the Santee Elementary School District, 9625
10 Cuyamaca Street, Santee, California 92071, hereinafter referred to
11 as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively
12 referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement with the
15 California State Department of Health Care Services, hereinafter
16 referred to as STATE, which is incorporated herein by this
17 reference, to serve as the Local Educational Consortium (LEC) for
18 the Region 9 in accordance with the California Welfare and
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE to
21 represent school districts and county offices located in Region 9,
22 hereinafter referred to as LEA (Local Education Agency) to
23 administer School-based Medi-Cal Administrative Activities (SMAA)
24 described as Administrative Claiming process in the California
25 Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative
Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and
2 potentially eligible individuals, and their families where
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;
4 and

5 WHEREAS, DISTRICT is providing School-based Medi-Cal
6 Administrative Activities and wishes to participate in the School-
7 based Medi-Cal Administrative Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2016, and ending on June 30, 2017,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
14 amended as necessary to comply with all Federal, state
15 and SUPERINTENDENT'S program requirements.

16 b. "Certify" to the STATE the amount of DISTRICT'S general
17 funds or any other funds allowed under Federal law and
18 regulation expended on the allowable "Program
19 activities".

20 c. Certify to the STATE the availability and expenditure of
21 one hundred percent (100%) of the non-Federal cost of
22 performing Program activities.

23 d. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for Federal financial
25 participation for that fiscal year.

e. Act as liaison between STATE and DISTRICT.

- 1 f. As mandated, provide a software platform through a third
2 party vendor, through which the DISTRICT shall utilize
3 the Random Moment Time Study (RMTS) process. Although
4 the SUPERINTENDENT will make every reasonable effort to
5 facilitate the use of the software platform, the
6 SUPERINTENDENT is not responsible for problems resulting
7 from software platform or system errors.
- 8 g. Represent DISTRICT'S issues, concerns, and questions at
9 scheduled statewide LEC Advisory Committee meetings,
10 STATE meetings, and SMAA Program work groups.
- 11 h. As mandated by STATE, attend STATE trainings.
- 12 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
13 and trainings.
- 14 j. On behalf of STATE, provide STATE approved training
15 materials and updates to DISTRICT.
- 16 k. On behalf of STATE, provide program technical
17 assistance.
- 18 l. Code all SMAA RMTS moments and make available to the
19 DISTRICT its RMTS results.
- 20 m. Review and submit the Random Moment Time Study (RMTS)
21 quarterly invoice to the STATE on behalf of the DISTRICT
22 and convey to the DISTRICT by warrant all funds received
23 on behalf of DISTRICT from the STATE less any amount due
24 the SUPERINTENDENT as defined in Section 5.0 of this
25 AGREEMENT. No funds will be conveyed to DISTRICT for
invoices that have been disallowed by the STATE.

- 1 n. Offer the DISTRICT the option of the LEC preparing the
2 RMTS quarterly invoice and assist the DISTRICT with the
3 calculation of the LEA Medi-Cal Eligibility Rate or "Tape
4 Match percentage" from data submitted by the DISTRICT for
5 a mutually agreed to fee.
- 6 o. Review DISTRICT'S quarterly invoice documents for
7 accuracy and completeness and request corrections if
8 necessary.
- 9 p. Review corrected documents for compliance with rules and
10 regulations; work with DISTRICT to resolve any
11 outstanding matters that prevent SUPERINTENDENT'S
12 certification of claim.
- 13 q. Provide DISTRICT access to STATE SMAA Appeal Process
14 upon request.
- 15 r. Appeal DISTRICT decision or action through the STATE
16 SMAA Appeal Process if necessary.
- 17 s. Monitor compliance of DISTRICT with all Federal, STATE,
18 and SUPERINTENDENT'S Program requirements.
- 19 t. Designate an employee to act as liaison to DISTRICT
20 regarding issues relating to this AGREEMENT.

21 3.0 RESPONSIBILITIES OF DISTRICT.

- 22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
23 amended as necessary to comply with all Federal, STATE
24 and SUPERINTENDENT'S program requirements.
- 25 b. RMTS software platform may be accessed only by employees
of the DISTRICT for RMTS purposes. DISTRICT agrees to

1 comply with the confidentiality and other requirements
2 associated with use of the RMTS software platform.
3 DISTRICT shall be responsible for any unauthorized use
4 and understands that the DISTRICT may be held liable.

5 c. Quarterly assess SMAA claiming potential within the
6 DISTRICT and determine which staff perform SMAA
7 activities and will participate in the Random Moment
8 Time Study (RMTS) and what direct charges, if
9 applicable, will be claimed.

10 d. Certify to the SUPERINTENDENT and STATE the amount of
11 DISTRICT'S general funds or any other funds allowed
12 under Federal law and regulations expended on the
13 allowable "Program activities".

14 e. Comply fully with all Title XIX Federal, STATE, and
15 SUPERINTENDENT'S Program requirements.

16 f. Certify to SUPERINTENDENT and STATE the availability and
17 expenditure, from allowable non-Federal funding sources,
18 of one hundred percent (100%) of the cost of performing
19 Program activities.

20 g. Certify to SUPERINTENDENT and STATE expenditures
21 represent costs that are eligible for Federal financial
22 participation for that fiscal year.

23 h. If subcontracting for certain administrative activities,
24 provide SUPERINTENDENT with a copy of the DISTRICT'S
25 contract with vendor. DISTRICT may include vendor's
 allowable costs on its invoice, to the extent that same

1 tasks are not performed by the SUPERINTENDENT and with
2 the understanding that the total vendor fees cannot
3 exceed fifteen percent (15%).

4 i. Ensure that DISTRICT'S designated SMAA Coordinator
5 attends quarterly Region 9 LEC SMAA Coordinators
6 trainings and meetings.

7 j. Adhere to timelines established by the STATE and
8 SUPERINTENDENT for completion of Program documentation
9 (e.g., Program invoices, Random Moment Time Study (RMTS)
10 Rosters, reports, etc.). Respond in a timely manner to
11 all STATE and SUPERINTENDENT requests for information
12 and documentation.

13 k. Respond to SUPERINTENDENT reviews with information and
14 corrected documents upon request.

15 l. Work with SUPERINTENDENT to resolve any outstanding
16 matters.

17 m. Appeal SUPERINTENDENT'S decision through the STATE
18 SMAA LEA Appeal Process if necessary.

19 n. Complete quarterly Random Moment Time Study (RMTS), as
20 required by the Centers for Medicare and Medicaid
21 Services (CMS), to determine the amount of paid time
22 spent on Program claimable activities.

23 o. DISTRICT will maintain a minimum response rate of
24 eighty-five percent (85%) of the moments assigned per
25 time study quarter. If DISTRICT is unable to maintain
the required response rate, DISTRICT will have sanctions

1 applied according to the School-based Medi-Cal
2 Administrative Activities (SMAA) Manual.

3 p. Develop and maintain at the DISTRICT an Operational
4 Plan/Audit File to include at a minimum the following:

- 5 • Training materials.
- 6 • Random Moment Time Study (RMTS) Time Survey
7 Participant (TSP) Roster Reports and other
8 documentation, including validation of time
9 survey participant attendance.
- 10 • Time certification and supporting documentation
11 for direct charge staff.
- 12 • Position Descriptions/Duty Statements.
- 13 • Medi-Cal Percentage documentation.
- 14 • Invoice documents and supporting documentation.
- 15 • Contracts/MOU.
- 16 • Organizational Charts.
- 17 • School Calendar.
- 18 • Resource Directories and outreach materials.
- 19 • Program review documentation.

20 q. Prepare and certify School-based MAA invoices to the LEC
21 in conformance with STATE requirements and timelines.

22 r. Provide SUPERINTENDENT with copies of SMAA invoice
23 supporting documentation upon request.

24 s. DISTRICT agrees to maintain and preserve, documentation
25 for a period of not less than five years after
termination of Agreement Number 42853 and final payment
from Department of Health Care Services (DHCS) to
SUPERINTENDENT, to permit Department of Health Care
Services (DHCS) or any duly authorized representative,
to have access to examine or audit any pertinent books,
documents, papers and records related to this AGREEMENT

1 and to allow interviews of any employee who might
2 reasonably have information related to such records.

3 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand
4 dollars (\$10,000.00), DISTRICT shall agree and comply
5 with the following terms and conditions:

6 1. Maintain books, records, documents, and other
7 evidence, accounting procedures and practices,
8 sufficient to properly reflect all direct and
9 indirect costs of whatever nature claimed to
10 have been incurred in the performance of this
11 AGREEMENT, including any matching costs and
12 expenses. The foregoing constitutes "records"
13 for the purpose of this provision.

14 2. DISTRICT'S facility or office or such part
15 thereof as may be engaged in the performance
16 of this AGREEMENT and its records shall be
17 subject at all reasonable times to inspection,
18 audit, and reproduction.

19 3. The Department of Health Care Services (DHCS),
20 the Department of General Services, the Bureau
21 of State Audits, or their designated
22 representatives including the Comptroller
23 General of the United States shall have the
24 right to review and to copy any records and
25 supporting documentation pertaining to the
performance of this AGREEMENT. DISTRICT agrees

1 to allow the auditor(s) access to such records
2 during normal business hours and to allow
3 interviews of any employees who might
4 reasonably have information related to such
5 records. Further, DISTRICT agrees to include a
6 similar right of the STATE to audit records
7 and interview staff related to performance of
8 this AGREEMENT.

9 4. Preserve and make available its records (1)
10 for a period of five (5) years from the date
11 of final payment under this AGREEMENT, and (2)
12 for such longer period, if any, as required by
13 applicable statute, by any other provision of
14 this AGREEMENT, or by subparagraphs (a) or (b)
15 below:

16 (a) If this AGREEMENT is completely or
17 partially terminated, the records
18 relating to the work terminated shall be
19 preserved and made available for a period
20 of three (3) years from the date of
21 resulting final settlement.

22 (b) If any litigation, claim, negotiation,
23 audit, or other action involving the
24 records has been started before the
25 expiration of the three-year period, the
records shall be retained until

1 completion of the action and resolution
2 of all issues which arise from it, or
3 until the end of the regular three-year
4 period, whichever is later.

5 5. DISTRICT shall comply with the above
6 requirements and be aware of the penalties for
7 violations of fraud and for obstruction of
8 investigation as set forth in Public Contract
9 Code §10115.10, if applicable.

10 6. DISTRICT, may at its discretion, following
11 receipt of final payment under this AGREEMENT,
12 reduce its accounts, books and records related
13 to this AGREEMENT to microfilm, computer disk,
14 CD ROM, DVD, or their data storage medium.
15 Upon request by an authorized representative
16 to inspect, audit or obtain copies of said
17 records, DISTRICT must supply or make
18 available applicable devices, hardware, and/or
19 software necessary to view, copy and/or print
20 said records. Applicable devices may include,
21 but are not limited to microfilm readers and
22 microfilm printers, etc.

23 u. The STATE, through any authorized representatives, has
24 the right at all reasonable times to inspect or
25 otherwise evaluate the work performed or being performed
hereunder and the premises in which it is being

1 performed. If any inspection or evaluation is made of
2 the premises of DISTRICT, DISTRICT shall provide all
3 reasonable facilities and assistance for the safety and
4 convenience of the authorized representative in the
5 performance of their duties. All inspections and
6 evaluations shall be performed in such a manner as will
7 not unduly delay the work.

8 v. In the event an invoice is revised or is disallowed by
9 the STATE, agree to reimburse SUPERINTENDENT within
10 thirty (30) days of receipt of an invoice from
11 SUPERINTENDENT evidencing SUPERINTENDENT'S payment to
12 the STATE for DISTRICT'S revised or disallowed invoice.

13 w. Ensure no duplicative billings.

14 x. Hold SUPERINTENDENT harmless from any Federal
15 disallowance of SMAA claim payments made to DISTRICT by
16 the STATE.

17 y. Designate an employee to act as a liaison with
18 SUPERINTENDENT to provide DISTRICT specific information
19 relative to SMAA Program administration and fiscal
20 issues.

21 z. Complete and return with the fully executed AGREEMENT,
22 SUPERINTENDENT'S School-based Medi-Cal Administrative
23 Activities (SMAA) District Information 2015/2016 form,
24 Appendix "A", attached hereto and incorporated by
25 reference herein.

1 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
2 DISTRICT'S responsibilities outlined in Section 3.0 of this
3 AGREEMENT and after SUPERINTENDENT has received reimbursement from
4 the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT
5 shall convey to DISTRICT by warrant, all funds received on behalf of
6 DISTRICT from the STATE less any amount due the SUPERINTENDENT and
7 STATE as determined in Section 5.0 below. No funds will be conveyed
8 to DISTRICT for invoices that have been revised or disallowed by the
9 STATE or Federal. Payment to DISTRICT shall be made within forty-
10 five (45) days of receipt and reconciliation of STATE funds by
11 SUPERINTENDENT.

12 5.0 FEE SCHEDULE.

13 a. Annual STATE Participation Fee. DISTRICT will be responsible
14 for DISTRICT'S share of the STATE Participation Fee, which is based
15 on the STATE'S cost for administering the SMAA claiming process.
16 SUPERINTENDENT will reduce DISTRICT'S quarterly SMAA claim
17 reimbursement for DISTRICT'S share of the STATE Participation Fee
18 increase.

19 b. State RMTS Software Platform Fee. DISTRICT will be
20 responsible for DISTRICT'S share of the State RMTS Software Platform
21 Fee, which is based on the DISTRICT'S actual cost of utilizing the
22 State RMTS Software Platform through a third party administrator
23 selected by the Region 9 LEC for the Random Moment Time Study.
24 SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the
25 software platform fees RMTS Software Platform Fee, which is based on
the DISTRICT'S actual cost of utilizing the State RMTS Software

1 Platform through a third party administrator selected by the Region
2 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill
3 DISTRICT for DISTRICT'S share of the software platform fees as
4 described in State RMTS Software Platform Fees and SUPERINTENDENT'S
5 Administrative Support Optional Service Fees, Appendix "B", attached
6 hereto and incorporated by reference herein.

7 c. SUPERINTENDENT'S Administrative Support Fees.

8 1. After SUPERINTENDENT has received
9 reimbursement from the STATE for DISTRICT'S
10 quarterly SMAA claim(s), SUPERINTENDENT will
11 transfer to DISTRICT an amount equal to the
12 Federal share of cost received as reimbursement
13 for DISTRICT'S SMAA claim submitted by DISTRICT,
14 less four and one-half percent (4.5%) fee per
15 quarterly claim which will be used to support
16 SUPERINTENDENT'S SMAA administration. The four and
17 one-half percent (4.5%) fee may be amended as
18 necessary to support compliance with all Federal,
19 STATE and SUPERINTENDENT'S program requirements.

20 2. Optional Services. If the DISTRICT selects
21 the option of having the LEC prepare the RMTS
22 quarterly invoice and assist the DISTRICT with the
23 calculation of the LEA Medi-Cal Eligibility Rate or
24 "Tape Match percentage" from data submitted by the
25 DISTRICT, an additional two percent (2.0%) will be
added to the Administrative Support Fee percentage

1 mentioned in 5.c.1 above. SUPERINTENDENT will
2 provide Optional Services upon written request of
3 DISTRICT as described in State RMTS Software
4 Platform Fees and SUPERINTENDENT'S Administrative
5 Support Optional Service Fees, Appendix "B",
6 attached hereto and incorporated by reference
7 herein.

8 d. The obligations of SUPERINTENDENT and DISTRICT under this
9 AGREEMENT are contingent upon the availability of funds furnished by
10 the United States Government and the State of California. In the
11 event that such funding is terminated or reduced, this AGREEMENT may
12 be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal
13 obligations hereunder shall be limited to a pro-rated amount of
14 funding actually received by the SUPERINTENDENT and DISTRICT from
15 the United States Government and the State of California under this
16 AGREEMENT. SUPERINTENDENT shall provide DISTRICT written
17 notification of such termination. Notice shall be deemed given when
18 received by the DISTRICT or no later than three (3) days after the
19 day of mailing, whichever is sooner.

20 6.0 FEDERAL CLAIMING.

21 a. TITLE 31 - Money and Finance, Subtitle V - General
22 Assistance Administration, Chapter 75 - Requirements for Single
23 Audits, Section 7502 requires each pass through entity provide the
24 sub-recipient program names and any identifying numbers from which
25 such assistance is derived. The Catalog of Federal Domestic

1 Assistance (CFDA) number for this Federal program is 93.778, Medical
2 Assistance Program (Medi-Cal).

3 b. A "Vendor" means a dealer, distributor, merchant, or other
4 seller providing goods or services that are required for the conduct
5 of a Federal program. These goods or services may be for an
6 organization's own use or for the use of beneficiaries of the
7 Federal program. Additional guidance on distinguishing between a
8 sub-recipient and a vendor is provided in OMB Circular A-133.

9 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
10 this AGREEMENT, shall be and act as an independent contractor.
11 SUPERINTENDENT understands and agrees that he/she and all of his/her
12 employees shall not be considered officers, employees or agents of
13 the DISTRICT, and are not entitled to benefits of any kind or nature
14 normally provided employees of the DISTRICT and/or to which
15 DISTRICT'S employees are normally entitled, including, but not
16 limited to, State Unemployment Compensation or Workers'
17 Compensation. SUPERINTENDENT assumes full responsibility for the
18 acts and/or omissions of his/her employees or agents as they relate
19 to the services to be provided under this AGREEMENT. SUPERINTENDENT
20 shall assume full responsibility for payment of all Federal, STATE
21 and local taxes or contributions, including unemployment insurance,
22 social security and income taxes with respect to SUPERINTENDENT'S
23 employees.

24 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms,
25 plans, and related instructional materials developed by
SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the

1 exclusive property of the Department of Health Care Services. The
2 Department of Health Care Services shall have all right, title and
3 interest in said matters, including the right to secure and maintain
4 the copyright, trademark and/or patent all forms and related
5 instructional materials developed under this AGREEMENT.

6 9.0 HOLD HARMLESS.

7 a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
8 harmless DISTRICT, its Governing Board, and its officers, agents,
9 and employees from liability and claims of liability for bodily
10 injury, personal injury, sickness, disease, or death of any person
11 or persons, or damage to any property, real, personal, tangible or
12 intangible, arising out of the negligent acts or omissions of
13 employees, agents or officers of SUPERINTENDENT or the Orange County
14 Board of Education during the term of this AGREEMENT.

15 b. DISTRICT hereby agrees to indemnify, defend, and hold
16 harmless SUPERINTENDENT, the Orange County Board of Education, and
17 its officers, agents, and employees from liability and claims of
18 liability for bodily injury, personal injury, sickness, disease, or
19 death of any person or persons, or damage to any property, real,
20 personal, tangible or intangible, arising out of the negligent acts
21 or omissions of employees, agents or officers of DISTRICT during the
22 term of this AGREEMENT.

23 10.0 CONFIDENTIALITY.

24 a. SUPERINTENDENT and DISTRICT shall maintain confidentiality
25 of their respective records and information, governing the
confidentiality of client or student information for Medi-Cal

1 clients served under this AGREEMENT. Applicable laws include, but
2 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
3 431.300, Welfare and Institutions Code, Section 14100.2 and 22
4 California Code of Regulations Section 51009 and all applicable
5 Federal and/or STATE laws or regulations as each may now exist or be
6 hereafter amended. The confidentiality obligations contained in
7 this section shall survive termination of this AGREEMENT.

8 b. DISTRICT understands and agrees to take all reasonable
9 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
10 agents' proprietary data provided for purposes of this AGREEMENT
11 hereinafter defined as data file specifications, related
12 instructions, management reports, training materials, plans or other
13 information relating to the performance of SUPERINTENDENT'S agents
14 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
15 to this AGREEMENT. DISTRICT shall not during or after the term of
16 this AGREEMENT, permit the copying, duplication, or use of any of
17 SUPERINTENDENT'S agents' proprietary data by or to any person other
18 than authorized employees, agents or representatives of DISTRICT.

19 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
20 to assure that the information supplied to SUPERINTENDENT hereunder
21 shall be true, complete, and accurate in all respects. DISTRICT
22 shall assume sole responsibility for the truth, completeness and
23 accuracy of all information supplied to SUPERINTENDENT and agrees
24 that SUPERINTENDENT shall have no responsibility or liability for
25 the truth, completeness or accuracy of any information submitted by
DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify

1 SMAA invoice(s) that do not comply with STATE and Federal SMAA
2 requirements.

3 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
4 for damages or losses to DISTRICT employees, agents, independent
5 contractors or students relating to lost medical services or lost
6 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
7 any sums DISTRICT does not obtain in reimbursement from the STATE,
8 or for any incidental, indirect, special or consequential damages to
9 DISTRICT arising from the denial of any request for reimbursement
10 from the STATE.

11 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
12 AGREEMENT shall not be assigned by the DISTRICT without prior
13 written approval of SUPERINTENDENT.

14 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
15 must meet the approval of the DISTRICT and shall be subject to the
16 DISTRICT'S general right of inspection to secure the satisfactory
17 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
18 with all Federal, STATE and local laws, rules, regulations and
19 ordinances that are now or may in the future become applicable to
20 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
21 operations covered by this AGREEMENT or accruing out of the
22 performance of such operations.

23 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
24 shall complete and return with the fully executed AGREEMENT the
25 Certification Regarding Lobbying form, Appendix "C", attached hereto
and incorporated by reference herein, that the DISTRICT has not

1 made, and will not make, any payment prohibited by Item 1 of the
2 Certification Regarding Lobbying form.

3 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
4 AGREEMENT, DISTRICT certifies to the best of its knowledge and
5 belief, that it:

6 a. Is not presently debarred, suspended, proposed for
7 debarment, declared ineligible, or voluntarily excluded by any
8 federal department or agency;

9 b. Has not within a three-year period preceding this
10 AGREEMENT been convicted of or had a civil judgement rendered
11 against them for commission of fraud or a criminal offense in
12 connection with obtaining, attempting to obtain, or performing a
13 public (Federal, STATE or local) transaction or contract under a
14 public transaction; violation of Federal or STATE antitrust statutes
15 or commission of embezzlement, theft, forgery, bribery,
16 falsification or destruction of records, making false statements, or
17 receiving stolen property.

18 c. Is not presently indicted for or otherwise criminally or
19 civilly charged by a government entity (Federal, STATE or local)
20 with commission of any of the offenses enumerated in Section 16.0(b)
21 herein; and

22 d. Has not within a three-year period preceding this
23 AGREEMENT had one or more public transactions (Federal, STATE or
24 local) terminated for cause or default.

1 e. The terms and definitions herein have the meanings set
2 out in the Definitions and Coverage sections of the rules
3 implementing Federal Executive Order 12549.

4 f. If DISTRICT is unable to certify to any of the statements
5 in this certification, DISTRICT shall submit an explanation to
6 SUPERINTENDENT.

7 g. If DISTRICT knowingly violates this certification, in
8 addition to other remedies available to the Federal Government, the
9 Department of Health Care Services (DHCS) may terminate this
10 AGREEMENT for cause or default.

11 17.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
12 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
13 employ any unlawful discriminatory practices in employment of
14 personnel or in any other respect on the basis of sex, race, color,
15 ethnicity, national origin, ancestry, religion, age, marital status,
16 medical condition, sexual orientation, physical or mental disability
17 or any other protected group in accordance with the requirements of
18 all applicable Federal or STATE law.

19 18.0 TOBACCO USE POLICY. In the interest of public health,
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
21 use of any tobacco products are prohibited in buildings and
22 vehicles, and on any property owned, leased or contracted for by the
23 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
24 to abide with conditions of this policy could result in the
25 termination of this AGREEMENT.

1 19.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
2 or without cause, terminate this AGREEMENT with the giving of thirty
3 (30) days prior written notice to the other party. However, once
4 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
5 of Health Care Services (DHCS), according to the School-based Medi-
6 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
7 terminate until the next quarter survey period.

8 20.0 NOTICE. All notices or demands to be given under this
9 AGREEMENT by either party to the other shall be in writing and given
10 either by: (a) personal service or (b) by U.S. Mail, mailed either
11 by registered or certified mail, return receipt requested, with
12 postage prepaid. Service shall be considered given when received if
13 personally served or if mailed on the third day after deposit in any
14 U.S. Post Office. The address to which notices or demands may be
15 given by either party may be changed by written notice given in
16 accordance with the notice provisions of this section. As of the
17 date of this AGREEMENT, the addresses of the parties are as follows:

18 DISTRICT: Santee Elementary School District
19 9625 Cuyamaca Street
20 Santee, California 92071
21 Attn: _____

22 SUPERINTENDENT: Orange County Superintendent of Schools
23 200 Kalmus Drive
24 Costa Mesa, California 92626
25 Attn: Patricia McCaughey

21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
redress for violation of, or to insist upon, the strict performance
of any term or condition of this AGREEMENT shall not be deemed a
waiver by that party of such term or condition, or prevent a

1 subsequent similar act from again constituting a violation of such
2 term or condition.

3 22.0 SEVERABILITY. If any term, condition or provision of this
4 AGREEMENT is held by a court of competent jurisdiction to be
5 invalid, void, or unenforceable, the remaining provisions will
6 nevertheless continue in full force and effect, and shall not be
7 affected, impaired or invalidated in any way.

8 23.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
9 shall be governed by the laws of the State of California with venue
10 in Orange County, California.

11 24.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
12 attached hereto constitute the entire agreement among the Parties to
13 it and supercedes any prior or contemporaneous understanding or
14 agreement with respect to the services contemplated, and may be
15 amended only by a written amendment executed by both Parties to the
16 AGREEMENT.

17 IN WITNESS WHEREOF, the Parties hereto set their hands.

18 DISTRICT: SANTEE ELEMENTARY
19 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

20 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

21 PRINTED NAME: Tim LARSON

PRINTED NAME: Patricia McCaughey

22 TITLE: Asst. Superintendent

TITLE: Coordinator

23 DATE: _____

DATE: April 4, 2016

24 95-6002872
FEDERAL IDENTIFICATION NUMBER

25 Santee Elementary SD-MAA 2016-2017(42853)/ZIP4

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2016-2017**

1. DISTRICT/SCHOOL

Santee School District

San Diego

District/School Name

County

Claiming Unit: _____

If different than name above.

2. DISTRICT SMAA COORDINATOR

Tim Larson

Asst. Superintendent

Name

District Job Title

9625 Cuyamaca St.

Santee, CA 92071

Street Address

City, State, Zip

Mailing Address (if different than street address)

City, State, Zip

619-258-2308

619-258-2305

tim.larson@santeesd.net

Phone (please include extension)

Fax

Email

3. SUPERVISOR OF DISTRICT SMAA COORDINATOR

Cathy Pierce

Superintendent

Name

District Job Title

619-258-2304

619-258-2305

cathy.pierce@santeesd.net

Phone (please include extension)

Fax

Email

Check box for this person to be included in communications.

4. (a) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE

Sue Sarmiento

Secretary II, Department

Name

District Job Title

619-258-2364

619-258-2367

sue.sarmiento@santeesd.net

Phone (please include extension)

Fax

Email

Check box for this person to be included in communications.

5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Tory Long

Business Services Coordinator

Name

District Job Title

619-258-2318

619-258-2241

tory.long@santeesd.net

Phone (please include extension)

Fax

Email

Check box for this person to be included in communications.

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2016-2017**

Appendix A

6. DATES SMAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2016: _____ July 2016: _____
August 2016 _____ September 2016: _____

Name of Alternate District Contact during summer (June–September, 2016)

Sue Sarmiento _____ sue.sarmiento@santeesd.net _____
Phone *Email*

7. FIRST STUDENT ATTENDANCE DATE(S) 8/22/ _____ , 2016 _____ , 2016

8. STUDENT ATTENDANCE BREAKS Winter: 12/19/16 _____ to 1/1/ _____ , 2017
Spring: 4/10/ _____ to 4/21/ _____ , 2017

**9. SMAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR
PCG**

Company Name

_____ *Contact* _____ *Contact Job Title*

_____ *Mailing Address* _____ *City, State, Zip*

_____ *Phone* _____ *Fax* _____ *Email*

Sue Sarmiento _____ Secretary II, Dept. _____
PRINTED NAME OF PERSON FILLING OUT FORM **JOB CLASSIFICATION TITLE**

DATE

APPENDIX B

State RMTS Software Platform Fees

DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). Contract term is for a period of three years ending June 30, 2017. RMTS Software Platform Fees are currently structured on a monthly participant rate based on an aggregate participant count statewide of all LECs utilizing the PCG RMTS system each quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for quarter 1, the July-September quarter, these charges will be half the rate of the monthly fee and based on prior quarter participant count.

Quarter	Monthly Rate/Participant
Q1: July - September	\$0.25/participant/month
Q2: October - December	\$0.50/ participant/month
Q3: January - March	\$0.50/ participant/month
Q4: April - June	\$0.50/ participant/month

SUPERINTENDENT'S Administrative Support Optional Service Fees

The following optional service is offered to support the administrative SMAA program. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be added to the Administrative Support Fee percentage.

SUPERINTENDENT will assist DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Tape Match percentage".

SUPERINTENDENT will create and provide to DISTRICT a fiscal workbook to assist in gathering and preparing the fiscal information required to complete the SMAA invoice claim. The Time Study Participant pool lists and RMTS results will be integrated with the fiscal workbook which will reduce data entry and support consistency of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Optional Service		Effective Date
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2016 - June 30, 2017

Name: Tim LARSON

Date _____

District: Santee School District

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: Santee School District

BY: _____

Authorized Signature

PRINTED NAME: Tim LARSON

TITLE: Asst. Superintendent

DATE: _____

Consent Item D.4.3.
Prepared by Tim Larson
May 3, 2016

Approval of Shared Classroom Teaching
Assignments for 2016-2017

BACKGROUND:

The following employees request shared classroom teaching assignments for the 2016-2017 school year pursuant to Article XIV, of the Successor Agreement between Santee School District and Santee Teachers Association:

Employees	School Site
Lori Powell / Alison Azzarella 50% / 50%	Cajon Park
Diane Pace / Kasey Rutherford 50% / 50%	Cajon Park
Erica Trafton / Jamie Knudson 50% / 50%	Cajon Park
Trisha Best / Marlena Sanders 80% / 20%	Chet F. Harritt
Lori Zurmuhle / Anissa Bailey 50% / 50%	Chet F. Harritt
Tara O'Connell / Shawna Rosa 80% / 20%	PRIDE Academy
Summer Tracy / Candace Ginn 50% / 50%	Sycamore Canyon
Jennie Chonka / Shani Poirier 60% / 40%	Sycamore Canyon

RECOMMENDATION:

It is recommended that the Board of Education approve the shared classroom teaching assignments for the 2016-2017 school year.

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.4.3.

Consent Item D.4.4. Adoption of Resolution No. 1516-24 to Layoff / Eliminate Classified Non-Management Positions

Prepared by Tim Larson
May 3, 2016

BACKGROUND:

Due to the promotion of an 8th grade student requiring 1:1 assistance, two (2) Instructional Assistant, Special Education II positions will no longer be necessary for the 2016-2017 school year.

In addition, on April 19, 2016 the Board of Education approved Instructional Assistant, Special Education I position and eliminate a vacant 3.0-hour position servicing the same students in order to provide consistent classroom coverage and better communication. The vacant 3.0-hour position will now be eliminated if this item is approved.

It is possible that all employees affected by this action will receive an offer of employment in lieu of layoff. However, any employee laid off or reduced in hours will receive a 60-day notice of layoff and be placed on a reemployment list for no less than 39-months.

RECOMMENDATION:

It is recommended that the Board of Education approve to layoff / eliminate positions and serve the 60-day notification for of the following positions effective May 4, 2016:

- Two (2) Instructional Assistant, Special Education II positions at Carlton Hills
 - 5.75 and 3.0 hours
- One (1) vacant Instructional Assistant, Special Education I position at Carlton Oaks – 3.0 hours

FISCAL IMPACT:

The savings for eliminating two Instructional Assistant, Special Education II positions will be \$35,353. The savings for eliminating one Instructional Assistant, Special Education I position will be \$9,133, offsetting the increase in work hours for the Instructional Assistant, Special Education I position approved at the April 19, 2016 meeting.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

**SANTEE SCHOOL DISTRICT
Resolution No. 1516-24**

**LAYOFF AND ELIMINATION OF
CLASSIFIED NON-MANAGEMENT POSITIONS**

WHEREAS, administration is recommending that two (2) Instructional Assistant, Special Education II positions be eliminated due to the promotion of an 8th grade student requiring 1:1 assistance at Carlton Hills School; and

WHEREAS, the Governing Board has determined that a vacant Instructional Assistant, Special Education I position at Carlton Oaks School be eliminated after increasing work hours for a current position servicing the same classroom; and

NOW, THEREFORE, BE IT RESOLVED that as of the 3rd day of May 2016, the Governing Board of Santee School District approved to layoff and eliminate the following positions and serve the 60-day notification effective May 4, 2016:

- Two (2) Instructional Assistant, Special Education II positions at Carlton Hills 5.75 and 3.0 hours
- One (1) vacant Instructional Assistant, Special Education I position at Carlton Oaks – 3.0 hours

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employees that their position will be eliminated and/or reduced in work hours/year pursuant to applicable provisions of the Education Code of the State of California, such notice to be given sixty (60) 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 3rd day of May 2016, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 5/3/16

Clerk, Board of Education

Consent Item D.4.6.

Approval of New Job Description for Director,
Assessment & Learning Support

Prepared by Tim Larson
May 3, 2016

BACKGROUND:

The Director, Assessment & Learning Support job description has been developed to better support the assessment and instructional programs of the District. This new job description provides additional leadership and responsibility toward meeting the District's educational goals.

RECOMMENDATION:

It is recommended that the Board of Education approve the new job description for Director, Assessment & Learning Support.

FISCAL IMPACT:

As reflected for the Director position on the certificated management salary schedule.

STUDENT ACHIEVEMENT IMPACT:

Providing assessments and learning support will enhance student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.6.

SANTEE SCHOOL DISTRICT
DIRECTOR, ASSESSMENT AND LEARNING SUPPORT

JOB SUMMARY

The Director, Assessment and Learning Support, under the direction of the Assistant Superintendent, Educational Services, is responsible for the implementation and coordination of instructional programs, supervision of certificated and classified professional development and parent/volunteer education programs to ensure the ongoing implementation of high standards of instructional practice, services, and assistance. In addition, the Director, Assessment and Learning Support assists the Assistant Superintendent, Educational Services in meeting and maintaining all compliance objectives for state and federally funded projects in accordance with project guidelines and in cooperation with principals, teachers, parents, and advisory committees. Other responsibilities and duties, as assigned by the Assistant Superintendent, Education Services are also performed.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

In concert and under the direction of the Assistant Superintendent, Education Services, implements curriculum and instructional outcomes district-wide for State and Federal programs. Examples of duties include:

- Meets regularly with administrators and teachers to establish future goals and identify specific training needs of the district's personnel.
- Researches best instructional practices and leads staff to pilot and implement these practices.
- Develops instructional intervention programs in collaboration with site administrators.
- Provides written and/or digital communication to district staff on program needs and objectives.
- Meets all compliance mandates and requirements for federal and state funded programs.
- Analyzes, evaluates, and monitors assessment data on instructional programs and leads efforts to improve program effectiveness.
- Leads staff in school improvement processes to improve student learning outcomes.
- Develops annual reports for Local Education Agency Plan, Local Control Accountability Plan, Federal Program Monitoring, Consolidated Application and other required State and Federal reports.
- Prepares and administers centralized state and federal project budgets.
- Develops and maintains a budget that supports instructional planning objectives.
- Manages district and state assessments systems including: SBAC, California Healthy Kids Survey, Physical Fitness testing, ELPAC, and all other district assessments.
- Plans and trains staff on state assessment data and accountability systems as well as reports results of annual assessments to the Board of Education and advisory groups.
- Supervises the district report card and data management systems and professional development related to the implementation of those systems.
- Develops and manages State and Federal program criteria as well as professional development associated with these program requirements.

DIRECTOR, ASSESSMENT AND LEARNING SUPPORT

Page 2

EXAMPLES OF DUTIES AND RESPONSIBILITIES (continued):

- Informs members of the district staff and leads efforts in implementing selected major trends and developments in assessment and English Learner areas.
- Directs the District EL instructional program in English as a second language.
- Monitors English Learner student progress utilizing CATCH UP Plans and student assessment data. Provides student re-designation status when appropriate.
- Organizes and monitors the EL bilingual instructional assistant program.
- Directs District English Learner Advisory Committee goals and outcomes as well as providing leadership and consultation to site English Learner Advisory Committees.
- Collaborates with classroom teachers on effective ways to increase student achievement for English Learners.
- Assumes other duties and responsibilities as assigned by the Assistant Superintendent, Educational Services.

EMPLOYMENT STANDARDS

Education: Master's degree is required; advanced education in curriculum and instruction is preferred.

Experience: Minimum of five years of experience as a classroom teacher at K-8 level is required. Successful experience as a site administrator preferred. Increasing levels of experience and responsibility in the areas of project management, implementation and innovation.

Credential(s): Appropriate California teaching credential authorizing service in grades K-8 and administrative credential(s).

Knowledge and Abilities Possesses knowledge of curriculum and instruction techniques, best instructional practices, successful staff development practices, integrated technology training, interpersonal skills and organizational skills. Understands the various components of the technology environment; software, hardware, infrastructure and digital-web interface. Has successfully demonstrated the ability to lead groups, analyze situations and needs, carry out directives and communicate effectively. Possesses exemplary presentation skills.

Work Year: 214 days

Board Adopted:

Consent Item D.4.7.

Approval to Replace the Current Director, Instructional Technology Job Description with New Director, Instructional Technology Job Description

Prepared by Tim Larson
May 3, 2016

BACKGROUND:

The Director, Instructional Technology job description has been redesigned to better support the instructional program of the District. This new job description provides additional leadership and responsibility toward meeting the District's educational goals.

RECOMMENDATION:

It is recommended that the Board of Education approve to replace the current Director, Instructional Technology job description with a new Director, Instructional Technology job description.

FISCAL IMPACT:

As reflected for the Director of Instructional Technology position on the certificated management salary schedule.

STUDENT ACHIEVEMENT IMPACT:

Providing instructional technical support will enhance student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.7.

SANTEE SCHOL DISTRICT

DIRECTOR, INSTRUCTIONAL TECHNOLOGY

JOB SUMMARY

The Director, Instructional Technology, under the direction of the Assistant Superintendent, Educational Services, is responsible for the implementation and management of technology integrated and standards based instructional programs in classrooms, supervision of certificated and classified technology based professional development to ensure the ongoing implementation of high standards of instructional practice, services and assistance. In addition, the Director, Instructional Technology, assists in the piloting, implementation and evaluation of technology based instructional programs, is aware of and brings to the District current research on student learning, collaborates with principals, teachers, the information technology staff, parents, and advisory committees to infuse technology throughout the instructional program. Other responsibilities and duties, as assigned by the Assistant Superintendent, Educational Services or designee are also performed.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

- Works in partnership with other District Directors and district stakeholders in creating, implementing, sustaining and expanding the District Technology Plan.
- In concert and under the direction of the Assistant Superintendent or designee, plans and implements integrated instructional technology programs district-wide.
- Collaborates with the Educational Services Directors and site administrators to establish the vision, goals and objectives for staff professional development programs.
- Collaborates with District Directors to present a cohesive integration of curriculum and technology across the District.
- Supports instructional material selection committees with integrated technology outcomes and practices according to district administrative regulations and procedures.
- Creates and expands strong community, business, educational and private partnerships, alliances and strategies.
- Prepares and monitors budget and funding strategies for instructional technology projects and professional development programs.
- Plans, organizes, implements, and evaluates technology integration practices across content areas.
- Understands and supports technology integrated practices such as project based instruction, critical inquiry, active learning environments and facilitative teaching.
- Provides research based professional development in a variety of professional settings for administrators and instructional staff – “just-in-time”, in the classrooms, on-line and large group presentations.
- Creates, gathers and organizes educational technology strategies and resources for staff in an on-line repository for easy reference.
- Meets regularly with administrators and staff to establish future goals and identify specific training needs of district personnel, including certificated and classified.
- Provides resources to parent education programs on the integration of technology.

DIRECTOR, INSTRUCTIONAL TECHNOLOGY

Page 2

- Researches best instructional practices for technology integration across content areas and leads staff to pilot and implement those practices.
- Provides written and/or digital communication to district staff on program needs.
- In concert with other District administrators and staff, develops curriculum for all special needs students, including State and Federal programs.
- Leads designated committees of teachers, principals and others on specific programs and projects.
- Meets all compliance mandates and requirements for Federal and State funded programs.
- Plans and conducts training for new staff members using District technology such as orientation for new teachers and staff members.
- Works closely with vendors and suppliers to promote the best utilization of District resources.
- Assumes other responsibilities as assigned by the Assistant Superintendent, Educational Services of designee.

EMPLOYMENT STANDARDS

Education:	Master's degree is required; advanced education in educational technology and curriculum and instruction is preferred.
Experience:	Minimum five (5) years of experience as a classroom teacher at K-8 level is required. Successful experience as a site administrator preferred. Increasing levels of experience and responsibility in the areas of project management, implementation and innovation.
Credential(s):	Appropriate California teaching credential authorizing service in grades K-8 and administrative credential(s).
Knowledge and Abilities	Possesses knowledge of curriculum and instruction techniques, best instructional practices, successful staff development practices, integrated technology training, interpersonal skills and organizational skills. Understands the various components of the technology environment; software, hardware, infrastructure and digital-web interface. Has successfully demonstrated the ability to lead groups, analyze situations and needs, carry out directives and communicate effectively. Possesses exemplary presentation skills.
Work Year:	214 days

Board Adopted:

BACKGROUND:

Each year during summer break, the Out-of-School Time (OST) and YALE Programs extend their hours of operation to accommodate the needs of our students and community. Included as part of the program are multiple field trips. Therefore, as a safety precaution, there is the need for additional staff to supervise student field trips during the period of June 27 – August 19, 2016.

In addition, Administration has determined that it will be necessary to hire movers, warehouse, and clerical positions to assist with various projects during the months of June – December.

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

RECOMMENDATION:

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

Out-of-School Time / YALE Programs:

- Up to sixteen (16) Project SAFE Assistant positions for up to eight (8) hours per day, per person, during the period of June 27 – August 19, 2016
- Up to six (6) Early Childhood Assistant positions for up to eight (8) hours per day, per person, during the period of June 27 – August 19, 2016

Maintenance & Operations

- One (1) warehouse / delivery driver up to eight (8) hours per day, per person; June 15 – September 15, 2016 for year-end inventory, surplus collection, and supply deliveries
- Up to five (5) mover positions for up to eight (8) hours per day, per person; June 20 – June 30; and July 18 – December 31, 2016 for the Pepper Drive HVAC project
- Up to four (4) mover positions for up to eight (8) hours per day, per person; June 20 – June 23 for promotion set up and traffic control
- Up to five (5) mover positions for up to eight (8) hours per day, per person; June 24 – July 18, 2016 for District Office modification project and Educational Resource Center re-carpet

Technology

- One (1) Mover and (1) warehouse / delivery driver up to eight (8) hours per day, per person; June 1 – June 30; and August 1 - September 30, 2016 for iPad collection, safe storage, and distribution to sites in the fall
- Up to four (4) Clerk Typist I for up to eight (8) hours per day, per person; July 1 – September 30, 2016 for iPad preparation and provisioning

FISCAL IMPACT:

The cost to employ a short term mover/driver position will be approximately \$149 per person, per day, and will be paid from the General Fund.

- Project SAFE Assistants - approximately \$100 per person for 8.0 hours per day; to be paid from the OST fee-based program.
- Early Childhood Assistant II – approximately \$80 per day for 6.0 hours; to be paid from the YALE fee-based program.
- Warehouse / delivery driver – approximately \$170 per day for 8.0 hours; to be paid from the General Fund.
- Movers – approximately \$150 per day for 8.0 hours; to be paid from the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.7.

Item E. DISCUSSION AND/OR ACTION ITEMS

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

Agenda Item E.

Discussion and/or Action Item E.1.1. Update on Long-Term Debt Refinancing Plan
 Prepared by Karl Christensen
 May 3, 2016

BACKGROUND:

During the 2015-16 fiscal year, the District embarked on a long-term debt refinancing plan in order to create overall debt service savings for taxpayers and the General Fund. Dale Scott, with DS&C, has been serving as financial advisor for these transactions.

All refunding transactions originally planned have been completed and below is a summary of the debt service savings realized:

Refunding Transaction	Estimate Date	Net Savings		Savings Realized By
		Estimated	Actual	
2008 COPs	11/3/2015	\$6,942,243	\$11,584,701	General Fund
Series A GO Bonds (CIBs)	12/15/2015	\$2,021,343	\$2,608,394	Property Owners
Series D GO Bonds (CABs)	12/15/2015	\$8,232,539	\$8,724,237	Property Owners
Series E GO Bonds (CABs)	12/15/2015	\$8,930,837	\$10,601,368	Property Owners
Total GO Bonds		\$19,184,719	\$21,934,000	
Total Long Term Debt		\$26,126,962	\$33,518,701	

Dale Scott will provide the Board of Education a brief overview of these transactions and some possible next steps for creating additional savings and maximizing General Obligation Bond potential.

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of Debt service savings is approximately \$11.6 million for the General Fund mostly realized in fiscal years 2043-44 through 2048-49. The Debt service savings for property owners is approximately \$21.9 million.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

Discussion and/or Action Item E.1.2,
Prepared by Cathy A. Pierce
May 3, 2016

Appointment of Personnel:
- Director, Assessment and Learning Support
- Director, Instructional Technology
- Vice Principal

BACKGROUND:

Administration recommends that Bonner Montler, who currently serves Coordinator, Assessment and English Learner, be appointed as Director, Assessment and Learning Support; Daniel Prouty, who currently serves as Coordinator, Information Technology, be appointed as Director, Instructional Technology; and Kristen Bonser, who currently serves as Dean of Students, be appointed as Vice Principal. This appointment would be effective July 1, 2016. These individuals bring substantial knowledge and expertise in into these roles. Their skills and leadership abilities will be an asset to the District as we continue to move forward.

RECOMMENDATION:

Administration recommends the Board of Education appoint Bonner Montler as Director, Assessment and Learning Support; Daniel Prouty as Director, Instructional Technology; and Kristen Bonser, Vice Principal, effective July 1, 2016.

FISCAL IMPACT:

The approximate annual additional cost to the District, including salary and statutory benefits, for each employee is as follows and will be paid out of the general fund.

- Director, Assessment and Learning Support = \$6,000; and
- Director, Instructional Technology = \$6,000;
- Vice Principal = \$6,200.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide essential staffing to support the transitions in education for students, staff, and parents.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.2.

Discussion and/or Action Item E.2.1. Approval of Monthly Financial Report
Prepared by Karl Christensen
May 3, 2016

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period March 1, 2016 through March 31, 2016 prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$9,600,665; cash receipts of \$6,528,247; and disbursements of \$5,135,971 are reflected for the period of March 1, through March 31, 2016 resulting in an ending cash balance of \$10,992,940 as of March 31, 2016.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

Monthly Financial Report - March

1

CASH REPORT FOR MARCH

		Actual	Projected*
Beginning Cash Balance as of March 1, 2016		\$9,600,665	\$11,866,392
INCOME			
<hr/>			
A. Local Control Funding Formula			
State Aid	\$ 2,582,152		
EPA Funding	2,391,947.00		
Property Taxes	<u>437,302.00</u>		
		5,411,401	
B. Federal Income			
Federal Funding	<u>156,882</u>		
		156,882	
C. State Income			
Unrestricted State Funding	<u>207,539</u>		
		207,539	
D. Local Income			
Other Local Income	113,297		
Spec Ed	<u>639,128</u>		
		752,425	
E. Due to/Due from other funds		-	
F. Debt Proceeds		-	
TOTAL INCOME		\$6,528,247	\$6,015,276
Beginning Balance Plus Income		\$16,128,912	\$17,881,668
DISBURSEMENTS			
<hr/>			
G. Commercial Warrants	\$ 853,729		
H. Payroll Warrants	3,407,718		
I. Statutory Employee Benefits	509,707		
J. Health & Welfare	298,303		
K. Other Outgo	66,514		
L. Interfund Borrowing Out	-		
M. Budget Adjustments	<u>-</u>		
TOTAL DISBURSEMENTS		\$5,135,971	\$5,898,642
Ending Cash Balance as of March 31, 2016		\$10,992,940	\$11,983,026

* Based on Cash Flow Projection updated for Second Interim FY 2015-16

**Budget Revisions
Through March 31, 2016
2015-16 Revised Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	9,375,822	684,398	10,060,220
Estimated Income	48,087,066	13,110,276	61,197,342
Estimated Expenditures	47,712,573	12,699,598	60,412,171
Change in Fund Balance	374,493	410,678	785,171
Projected Ending Fund Balance	9,750,315	1,095,076	10,845,391
Less: Restricted Program Carryovers	-	1,095,076	1,095,076
Less: Non-Spendable			
Prepaid Expenses	375,869	-	375,869
Revolving Cash Fund	15,000	-	15,000
Stores Inventory	46,850	-	46,850
Less: Assigned Vacation Carryover	249,083	-	249,083
Assigned Site Carryover Balances	-	-	-
Less: Economic Uncertainty Reserve	1,812,365	-	1,812,365
Less: Reserve for State Budget Uncertainty	-	-	-
Uncommitted/Unassigned/Unappropriated Fund Balance	7,251,147	-	7,251,147
Fund 17 Projected End of Year Balance	2,895,789	-	2,895,789
Projected Reserves	11,959,301	-	11,959,301
	<u>March</u>	<u>February</u>	
Projected Reserve % 2015-16¹	19.80%	19.81%	
Projected Reserve % 2016-17²	17.32%	17.32%	
Projected Reserve % 2017-18²	15.56%	15.56%	

As a % of the Estimated Expense Total¹

Based on Multi-Year Projection at 2015-16 2nd Interim- January 2016²

Discussion and Action Item E.2.2.
Prepared by Karl Christensen
May 3, 2016

Approval of Eighteenth Amendment to
Lease/Leaseback Agreement with Balfour
Beatty Construction and Guaranteed Maximum
Price for Pepper Drive School HVAC Upgrades
Project

BACKGROUND:

The District's 5-Year Prop 39 Expenditure Plan contains a project for replacing the HVAC system at Pepper Drive School in order to improve energy efficiency. Due to restrictions placed on Prop 39 projects for producing a Savings to Investment ratio of at least 1.05, when the Prop 39 plan was submitted, Prop 39 funding for this project was \$723,595. The District's local funding estimate for completing the project was \$804,000 to be funded from Deferred Maintenance.

On January 19, 2016, the Board of Education authorized use of the Lease/Leaseback Agreement with Balfour Beatty Construction (BBC) as the delivery method for the Pepper Drive School HVAC Upgrades Project. The project was put out to sub-contractors for bid and results were reviewed by BBC and District staff. With this information, the Final Guaranteed Maximum Price (GMP) for the project has been developed and includes the following components:

- Sub-Contractor costs = \$1,683,418
- General Conditions for staffing and oversight as well as Bond and Insurance costs = \$120,578
- Contractor Fee of 3.5% = \$72,148
- Pre-Construction Services = \$26,494
- Shared Contingency of 3.5% = \$58,920 (any remaining balance at the end of the project reverts to District [2/3] and Contractor [1/3])
- Owner's Contingency of 3.5% = \$58,920 (any remaining balance at the end of the project reverts to the District)
- Less: 1/3 share of Builders Risk Insurance = (\$1,150)
- Final Guaranteed Maximum Price = \$2,061,380

When combined with estimated soft costs, the total project cost is estimated to be \$2,242,124. Completion of the project will require an additional infusion of local funding of \$697,462 above the original estimated amount of \$804,000. Administration recommends using \$213,000 of the remaining one-time funds in Fund 40 for facility needs and \$484,462 from Renzulli Land Sale Proceeds to make up the difference.

At the April 19, 2016, the Board gave direction to develop a payback plan for Renzulli Land Sale Proceeds funds. Administration will present a payback plan over 5 years using a combination of Deferred Maintenance Funds and General Fund energy cost savings.

RECOMMENDATION:

It is recommended that the Board of Education approve Amendment No. 18 to the Lease-Leaseback Agreement with Balfour Beatty Construction (BBC) with Final Guaranteed Maximum Price and Authorize BBC to Enter into Contracts for the Pepper Drive School HVAC Upgrades Project.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is estimated to be \$2,242,124 from the following sources:

- \$723,595 from Prop 39 Energy Efficiency Funds
- \$17,067 from SDG&E rebates
- \$804,000 from Deferred Maintenance Funds
- \$213,000 from Fund 40 Facility Needs Budget
- \$484,462 from Renzulli Land Sale Proceeds to be paid back using repayment plan as directed by the Board

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

**EIGHTEENTH AMENDMENT
(PHASE VIII – PEPPER DRIVE SCHOOL HVAC UPGRADES PROJECT) TO
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,
SITE LEASE, AND SUBLEASE AGREEMENT**

This Eighteenth Amendment (Phase VIII – Pepper Drive School HVAC Upgrades Project) to Construction Services for Lease-Leaseback, Site Lease, and Sublease Agreement is made and entered into this 3rd day of May, 2016, by and between the SANTEE SCHOOL DISTRICT (the "District") and Balfour Beatty Construction, LLC (the "Builder") as follows:

WHEREAS, on February 2, 2008, the Governing Board of the District adopted Resolution No. 0708-16 (the "Resolution"), approving and authorizing the execution of a Site Lease, Sublease Agreement (the "Sublease Agreement"), and Construction Services Agreement for Lease-Leaseback (the "Lease-Leaseback Agreement") (the Site Lease, Sublease Agreement and Lease-Leaseback Agreement are collectively referred to herein as the "Lease-Leaseback Documents") between the District and Builder, and authorizing the filing of a validation complaint, in order to provide for the financing and modernization of existing school facilities, at nine (9) school sites within the District (the "Project"); and

WHEREAS, the Lease-Leaseback Agreement provides that the District will undertake work incrementally as Division of the State Architect ("DSA") approvals of plans and timelines for construction allow with the Lease-Leaseback Documents as the basis for amendments for subsequent phases of the Project; and

WHEREAS, it is the intent of the Board that the Amendments to the Project be part of the validated Lease-Leaseback Documents, but stand alone from each other so to reflect the specific phase of the Project identified by each Amendment; and each may be subject to further amendments as required; and

WHEREAS, on April 1, 2008, the District entered into the First Amendment to the Lease-Leaseback Documents to modify the Lease-Leaseback Documents and Guaranteed Maximum Price ("GMP"); and

WHEREAS, on April 22, 2008, the Superior Court of the County of San Diego, issued a judgment validating the Lease-Leaseback Documents (Case No. 37-2008-00061653-CU-MC-EC, filed April 23, 2008); and

WHEREAS, on June 3, 2008, the District entered into the Second through Sixth Amendments to the Lease-Leaseback Documents for modernizations at five (5) school sites; and

WHEREAS, on September 2, 2008, the District entered into the Seventh through Ninth Amendments to the Lease-Leaseback Documents (Phase III) for modernizations at five (5) school sites; and

WHEREAS, on October 21, 2008, the District entered into Amendments to the First through Fourth Amendments to the Lease-Leaseback Documents to clarify their terms; and

WHEREAS, on May 2, 2009, the District entered into Tenth through Thirteenth Amendments to the Lease-Leaseback Documents (Phase IV) for modernizations at four (4) school sites; and

WHEREAS, on June 22, 2009, the District adopted Resolution 0809-57, suspending construction due to difficulties in securing funding to continue modernization work more particularly described in that Resolution; and

WHEREAS, on May 4, 2010, the District entered into the Fourteenth Amendment (Phase V – Hill Creek School Solar Project); and

WHEREAS, on August 18, 2009, August 25, 2009, and January 18, 2011, the Board entered into further Amendments to the previously approved Phase IV amendments to modify work due to financing considerations; and

WHEREAS, on June 21, 2011, the District entered into the Fifteenth Amendment (Phase IV – Hill Creek Addition Project); and

WHEREAS, on February 19, 2013, the District entered into the Sixteenth Amendment (Phase VI – Pepper Drive School Addition); and

WHEREAS, on December 16, 2014, the District entered into the Seventeenth Amendment (Phase VII – Pepper Drive School Learning Resource Center/Administration Building Addition); and

WHEREAS, the Division of the State Architect (“DSA”) approved plans for this Eighteenth Amendment (Phase VIII – Pepper Drive School HVAC Upgrades Project) of the Project on December 12, 2015; and

WHEREAS, the District desires that this Project be funded by The California Clean Energy Jobs Act, known as Proposition 39 (2012) and implemented as Public Resources Code section 26225 *et seq.* (“Proposition 39”);. and

WHEREAS, Builder was selected through a competitive selection process and has been determined to be qualified to perform Proposition 39 work; and

WHEREAS, prior to entering into this Lease-Leaseback Amendment, Builder has been subject to prequalification requirements as set forth in Public Contract Code section 20111.6, including completion and submission of a standardized prequalification questionnaire and financial statement verified under oath; and

WHEREAS, the Board has determined that conditions precedent to issuance of the Notice to Proceed have been met and the Board is now ready to establish the GMP for the Phase VIII – Pepper Drive School HVAC Upgrades Project portion of the Project; and

WHEREAS, the District intends to finance the Pepper Drive School Energy HVAC Upgrades Project through Proposition 39 funding from the State of California; and

WHEREAS, by this Amendment, the District is entering into this Eighteenth Amendment in order to contract with Builder for the construction of the Pepper Drive School HVAC Upgrades Project; and

WHEREAS, the District will issue the Notice to Proceed with a start date of _____, 2016; and

NOW, THEREFORE, DISTRICT AND BUILDER HEREBY AGREE AS FOLLOWS:

1. Section 6 of the Lease-Leaseback Agreement for the Phase VIII – Pepper Drive School HVAC Upgrades Project Phase of the Project shall be as follows:

6. The Guaranteed Maximum Price (GMP) for the Phase VIII – Pepper Drive School HVAC Upgrades Project Phase of the Project shall be Two Million Sixty One Thousand Three Hundred and Eighty And No/100 Dollars (\$2,061,380), based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement. The GMP is based upon DSA approved plans and specifications defined in “Exhibit A-Lease-Leaseback Agreement Eighteenth Amendment (Phase VIII – Pepper Drive School HVAC Upgrades Project)” and includes the prevailing wage rates described in Section 13 in effect at the time the work is bid pursuant to Section 4 herein. The GMP includes the cost of construction pursuant to Exhibit B hereof for Builder’s Fee, General Conditions, Bonds and Insurance Costs as further defined in Exhibit C hereof and the GMP includes a Builder’s contingency, as described in section 8 hereof, of three and one-half percent (3.5%) on Construction Costs, subject to increase through Owner accepted Project savings. Builder understands that this Phase VIII portion of the Project will be financed with Proposition 39 funds and agrees that the scope and GMP may be modified if Proposition 39 funds change.

The GMP also includes the general conditions listed in Exhibit C hereof, except for those listed as Owner or Reimbursable in Exhibit C and is based upon final plans and specifications for the Phase VIII – Pepper Drive School HVAC Upgrades Project. The District will also maintain its own contingency of three and one half percent (3.5%) (“Owner contingency”) which is included in the Builder’s GMP. Value engineered items after the GMP shall go one hundred percent

(100%) to the Builder's contingency. The Builder shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the GMP determined, except for unforeseen conditions, design error or omissions and events as set forth in section 29 hereof. Changes to the scope of the Project not contemplated in the Scope of Work (Exhibit A) shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. Builder acknowledges that the GMP constitutes sufficient consideration for the assumption of risk of costs by Builder. The GMP is a fee to Builder and Builder shall be entitled to any unused portions of it. The GMP shall include, but not be limited to, increases in labor and materials. Sublease payments and Construction Progress Payments by the District to Builder pursuant to Section 18 this Agreement and the Sublease shall be commensurate with the GMP. Unused allowances for HVAC Upgrades, SWPPP's Implementation, Monitoring, Maintenance & Removal will revert direct to Owner contingency. Savings or increase on buyout of allowances will revert to or be funded from Owner contingency.

The remaining provisions of Section 6 of the Lease-Leaseback Agreement shall be as set forth in the Lease-Leaseback Agreement.

2. Exhibit A of the Lease-Leaseback Agreement shall be amended to reflect the final plans and specifications for Phase VIII – Pepper Drive School HVAC Upgrades phase of the Project. A new Exhibit A of the Lease-Leaseback, as amended, set forth as “Attachment 1” hereof entitled “Exhibit A Construction Services Agreement for Lease-Leaseback Eighteenth Amendment (Phase VIII – Pepper Drive School HVAC Upgrades Project) – Scope of Work,” shall be added for Phase VIII – Pepper Drive School HVAC Upgrades Project phase of the Project. Exhibit A shall include a clear and accurate description of the eligible energy project per Public Resources Code section 26206(d), identifying the materials, products, or services to be used.

3. A new Exhibit B of the Lease-Leaseback set forth as “Attachment 2” hereof entitled “Exhibit B Construction Services Agreement for Lease-Leaseback Eighteenth Amendment (Phase VIII – Pepper Drive School HVAC Upgrades Project – Preliminary Guaranteed Maximum Price Cost Summary” shall be added for the Phase VIII – Pepper Drive School HVAC Upgrades Project phase of the Project. A budget with costs and an estimate of the projected energy savings per Public Resources Code section 26206(d) has already been completed, documented and submitted to the California Energy Commission in the form of an Energy Expenditure Plan which complies with the CEC Guidelines set forth in Public Resources Code section 25225 *et seq.*

4. A new Exhibit C of the Lease-Leaseback, set forth as “Attachment 3” hereof entitled “Exhibit C Construction Services Agreement for Lease-Leaseback Eighteenth Amendment (Phase VIII – Pepper Drive School HVAC Upgrades Project)- General Conditions Breakdown” shall be added for Phase VIII – Pepper Drive School HVAC Upgrades phase of the Project.

5. Exhibit A of the Sublease Agreement for Phase VIII - (Pepper Drive School HVAC Upgrades Project) shall be in the form attached hereto as "Attachment 4." All other provisions of the Sublease Agreement shall remain in full force and effect for Phase VIII of the Project, including the timelines for completion and payment, except that those provisions shall only be applicable to the Scope of Work listed in Exhibit A to the Lease-Leaseback Agreement, as amended, and to the Sites listed in Exhibit A to the Site Lease, as of the date of this Eighteenth Amendment.

6. The provisions in the Seventeenth Amendment requiring that contractors be subject to registration with the Department of Industrial Relations (amending Section 47 of the Lease-Leaseback Agreement) and the provisions in the Seventeenth Amendment changing the retention from 10% to 5% (amending Paragraphs A and C of Section 18 of the Lease-Leaseback Agreement and section 6, paragraph © of the Sublease Agreement) remain in effect for this Eighteenth Amendment.

7. Builder acknowledges that all work on the Phase VIII - Pepper Drive School HVAC Upgrades Project must qualify as an eligible project under Proposition 39, and that the Scope of Work may be amended to reflect changes in funding allocation and District' energy expenditure plan, upon mutual agreement of the District and Builder. A written amendment to this Amendment related to any changes in scope, payment and duration shall be entered into in case of such changes. Prior to commencement of any work, District shall review and approve the Project. Builder agrees to maintain and make available records for inspection by District and other agencies and will provide or assist District in providing annual and final reports for this Proposition 39 funded Project and provide data for reports to Citizens Oversight Board, and will comply with and give notices required by laws, ordinance, rules, regulations, and lawful orders of public authorities bearing on performance of the work, including but not limited to data and reports to the CEC required under Proposition 39.

8. Builder shall ensure that any electrical, mechanical, and plumbing subcontractor on the Project shall be subject to the same prequalification requirements for prospective bidders described in Public Contract Code section 20111.6, including the requirement for the completion and submission of a standardized prequalification questionnaire and financial statement that is verified under oath and is not a public record.

9. Other than as stated above, the provisions of the Site Lease and Lease-Leaseback Agreement, as amended, shall remain in full force and effect for Phase VIII – (Pepper Drive School Energy Modernization Lighting Replacement Project) even though the originals of those documents refer only to the "Phase I" construction of twenty classrooms at Cajon Park School. All prior amendments and this Eighteenth Amendment (Phase VIII – Pepper Drive School HVAC Upgrades Project) shall be part of the validated Lease-Leaseback Documents, and changes in prior amendments not specifically applicable to a particular phase of the Project, including, for example, the changes described in paragraph 6 above, shall be applicable to all phases and amendments. Each Amendment shall stand-alone from each other for

the specific phase of work contemplated by each; and each may be subject to further amendments as required. Notwithstanding language to the contrary in the Lease-Leaseback Documents, all timelines for performance pertaining to issuance of the Notice to Proceed, including but not limited to the time within which work is to commence after issuance of the Notice to Proceed, shall be inapplicable to this Eighteenth Amendment.

10. Pepper Drive School HVAC Upgrades Project – Preliminary Schedule shall be added to the Lease-Leaseback Agreement and is attached hereto as Attachment 5.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Eighteenth Amendment (Phase VIII – Pepper Drive School HVAC Upgrades Project), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute binding modifications to the Lease-Leaseback and Sublease Agreements.

**BUILDER/CORPORATION:
BALFOUR BEATTY CONSTRUCTION, LLC**

BY:
Brian Cahill, President
Dated:

**DISTRICT:
SANTEE SCHOOL DISTRICT**

BY:
Karl Christensen, Assistant Superintendent, Business Services
Dated:

**SANTEE SCHOOL DISTRICT
PEPPER DR. SCHOOL - HVAC UPGRADES
GUARANTEED MAXIMUM PRICE (GMP)**

	DESCRIPTION	LIGHT RETRO - W/O MPR	NOTES
1	BID PACKAGE #1 - DEMOLITION & HAZMAT	\$ 129,652	
1a	ADD ALTERNATE \$61,231 IF INT. PIPING CONTAINS ASBESTOS.		NOT INCLUDED IN GMP
2	BID PACKAGE #2 - ROUGH CARPENTRY	\$ 115,000	
3	BID PACKAGE #3 - ROOFING	\$ 36,457	
4	BID PACKAGE #4 - FINISHES	\$ 211,511	
4a	ALLOWANCE: FOR FINISHES	\$ 78,500	
5	BID PACKAGE #5 - HVAC & CONTROLS	\$ 666,005	
6	BID PACKAGE #6 - ELECTRICAL	\$ 446,293	
7	CONSTRUCTION HARD COSTS	\$ 1,683,418	
8	CONTRACTORS CONTINGENCY - 3.5% OF HARD COSTS	\$ 58,920	
9	GENERAL CONDITIONS	\$ 120,578	
10	PAYMENT & PERFORMANCE BONDS - 1% OF CONTRACT AMOUNT	\$ 20,614	
11	GENERAL LIABILITY INSURANCE - 1.04% OF CONTRACT AMOUNT	\$ 21,438	
12	FEE - 3.5%	\$ 72,148	
13	SUBTOTAL	\$ 1,977,116	
14	COC INSURANCE - CONTRACTORS SHARE	\$ (1,150)	
15	OWNER CONTINGENCY - 3.5% OF HARD COSTS	\$ 58,920	
16	PRE CONSTRUCTION SERVICES	\$ 26,494	
17	TOTAL GMP	\$ 2,061,380	

ATTACHMENT 1

Attachment "1" to Eighteenth Amendment

EXHIBIT A-LEASE-LEASEBACK AGREEMENT EIGHTEENTH AMENDMENT (PHASE VIII)

SCOPE OF WORK PEPPER DRIVE SCHOOL HVAC UPGRADES

This project consists of the demolition and replacement of the heating and cooling systems at the existing Pepper Drive School campus located at 1935 Marlinda Way, El Cajon, CA 92021 as part of the Prop 39 state initiative.

New Construction

The project consists of demolishing the existing central plant and all related heating and cooling systems for buildings D, C, B and piping removal from canopies on buildings A, B, C, D and E. Electrical infrastructure and new structural supports will be constructed for the new HVAC package units that are to be installed complete with new gas and condensate piping. The existing ceilings will be demolished and replaced with brand new T-bar and acoustic ceiling panels to provide a completely new environment for the upgraded classrooms. All of this work is to be installed per the contract documents indicated on "Attachment 1-continued", as modified by this Amendment and the Construction Service Agreement for Lease Lease-Back dated 2/2/08.

Work not included in Guaranteed Maximum Price (GMP):

1. Division 1 requirements other than as modified by the Construction Services Agreement for Lease Lease-Back Services.
2. Any errors or omissions in the contract documents.
3. Demolition, hazmat abatement and removal not indicated in the contract documents not included.
4. Removal and replacement of finishes, hard scape and landscape other than as shown on plans. Repair of damage caused by construction shall be included.
5. Repair to any existing conditions not expressly shown on the contract documents. Repair of damage caused by construction shall be included.
6. Balfour Beatty Construction shall not be responsible for any schedule and/or financial impacts as a result of untimely deletion or addition of work.
7. Balfour Beatty Construction shall not be responsible for any schedule and/or financial impacts as a result of changes to or errors in the documents including delays in the responses to requests for information, the issuance of clarifications, architects supplemental information, color changes, bulletins, notice to proceed, etc.
8. Any costs, delays or additional work, or repairs or damages caused by District Vendors, City Services or Utilities. Including but not limited to Helix Water District, SDGE, COX, AT&T.
9. Any costs, delays or additional requirements caused by Owner and/or Architect due to inadequate coordination with outside entities, (ie. Local Fire Marshall, Architect, Consultants, SDG&E, Helix Water District, District's Moving Company, FAA, etc).
10. Excludes unforeseen soils conditions not identified in the soils report.
11. Costs and/or delays for re-procuring or rebidding work due to subcontractors, vendors, suppliers, etc., not maintaining or holding their bid price from bid day up to the point of acceptance of a fully executed subcontract agreement and or change orders, inclusive of bonds and insurance for the work.
12. Relocation of irrigation work not shown and repair to existing irrigation and control wiring not shown in the documents are not included. BBC shall provide due diligence to locate and protect existing irrigation and control wiring.
13. Installation or reinstallation of owner furnished equipment, including projectors, smart boards, etc., that are not identified within the contract documents. District to remove and reinstall projectors and smart boards.
14. DSA closeout requirements to be managed and submitted by the Inspector of Record and Architect of Record.
15. All Ornamental Fencing and Gates, Chain Link Fencing and Gates, and all Hardware for Fencing, to be provided and installed by District.
16. Offsite work for utilities including SDG&E, Cox, AT&T, City of El Cajon, Helix Water District, etc.
17. Any required improvements or temporary utilities for the relocation of any classrooms.
18. Patch gypsum board at blocking at wall angle (Detail 6/A30.1) ceiling track can go into studs as confirmed by architect.
19. Masonite floor protection and wall protection per Bid Package 4, Item 2.4.11. Standard protection included.
20. Provide and/or install new tack panel is excluded. No new shown in plans. Tack panel repair and replacement allowance or contingency included in GMP.

Attachment "1" to Eighteenth Amendment

EXHIBIT A-LEASE-LEASEBACK AGREEMENT
EIGHTEENTH AMENDMENT (PHASE VIII)

SCOPE OF WORK
PEPPER DRIVE SCHOOL HVAC UPGRADES

21. Patch wall above ceiling where existing fire alarm, mechanical and plumbing is removed. Caulking included. Allowance to be included for code required patching fire stops.
22. New light fixtures. Retrofit existing light fixtures with Phillips EVO kits included in GMP.
23. Light fixture protection per Note 1/E3.1. Bag existing lights and light fixture support allowance included in GMP.
24. Work in Multi-Purpose Building is excluded.

Qualifications/Clarifications to Guaranteed Maximum Price (GMP):

1. All scopes of work at the Multi-Purpose building has been eliminated and is not included in the GMP.
2. District to vacate all furniture and equipment from classrooms in buildings B, C, D completely so the demolishing and re-installation can occur without impediments. District shall also be responsible to move all items removed from each classroom back into their required spaces.
3. All work pertaining to SWPPP, SWPPP implementation, maintenance, monitoring, and removal shall be paid out of the Owner Contingency.
4. Exterior vents to be covered in the wall, with no exterior or interior wall modifications, per value engineering negotiations with Christina Becker.
5. Metal air distribution registers in lieu of aluminum, per value engineering negotiations with Christina Becker.
6. Additive Alternate if interior piping requires asbestos abatement. Hazmat Report did not address, and District does not think it contains it. Not included in GMP and will be utilized out of Owner Contingency, if required.
7. BBC to remove and reinstall projector mounting plates in to new ceilings.

EXHIBIT A-LEASE-LEASEBACK AGREEMENT TO EIGHTEENTH AMENDMENT
CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWING LIST

	Description	Date
SPEC BOOK	Specifications for Pepper Dr. HVAC Upgrades prepared by Webb-Cleff Architecture & Engineering	08/10/15
Addendum #1	Pepper Dr. HVAC Upgrades Prepared by Webb-Cleff Architecture & Engineering	02/12/16
Addendum #2	Pepper Dr. HVAC Upgrades Prepared by Webb-Cleff Architecture & Engineering	03/10/16
Addendum #3	Pepper Dr. HVAC Upgrades Prepared by Webb-Cleff Architecture & Engineering	03/16/16
Addendum #4	Pepper Dr. HVAC Upgrades Prepared by Webb-Cleff Architecture & Engineering	03/17/16

Sheet	Description	Date
<u>Title Sheets</u>		
T-1	Title Sheet	12/02/15
<u>Architectural</u>		
A-0.1	Overall Site Plan	12/02/15
A-2.1	Floor Plans – Buildings MP & B	12/02/15
A-2.2	Floor Plans – Building C & D	12/02/15
A-3.1	Reflected Ceiling Demo Plans – Buildings MP & B	12/02/15
A-3.2	Reflected Ceiling Demo Plans – Buildings C & D	12/02/15
A-3.3	Reflected Ceiling Plans – Building MP & B	12/02/15
A-3.4	Reflected Ceiling Plans – Buildings C & D	12/02/15
A-4.1	Overall Existing Roof Plan	12/02/15
A-4.2	Demo Roof Plans - Buildings MP & B	12/02/15
A-4.3	Demo Roof Plans - Buildings C & D	12/02/15
A-4.4	New Roof Plans - Buildings MP & B	12/02/15
A-4.5	New Roof Plans - Buildings C & D	12/02/15
A-6.1	Building Sections	12/02/15
A-30.1	RCP Details	12/02/15
A-30.2	Roof Photos – For Reference	12/02/15
A-30.3	Ceiling Photos – For Reference	12/02/15
A-30.4	Ceiling Photos – For Reference	12/02/15
<u>Structural</u>		
S-0.1	General Notes and Structural Details	12/02/15
S-4.2	Roof Framing Plans Buildings MP & B	12/02/15
S-4.3	Roof Framing Plans Buildings C & D	12/02/15
<u>Mechanical</u>		
MP-0.1	Mechanical/Plumbing Schedule & Legends	12/02/15

EXHIBIT A-LEASE-LEASEBACK AGREEMENT TO EIGHTEENTH AMENDMENT**CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWING LIST**

MP-0.2	Mechanical/Plumbing Schedule & Notes	12/02/15
MP-0.3	Mechanical/Plumbing Details	12/02/15
MP-0.4	Mechanical/Plumbing Details	12/02/15
MP-0.5	Mechanical Controls	12/02/15
MP-0.6	Mechanical Controls	12/02/15
MP-1.1	Demo BLD B & C Mechanical/Plumbing Floor Plan	12/02/15
MP-1.2	Demo BLD D & MP Mechanical/Plumbing Floor Plan	12/02/15
MP-1.3	Demo BLD B & C Mechanical/Plumbing Roof Plan	12/02/15
MP-1.4	Demo BLD D & MP Mechanical/Plumbing Roof Plan	12/02/15
MP-2.1	BLD B & C Mechanical/Plumbing Floor Plan	12/02/15
MP-2.2	BLD D & MP Mechanical/Plumbing Floor Plan	12/02/15
MP-2.3	BLD B & C Mechanical/Plumbing Roof Plan	12/02/15
MP-2.4	BLD D & MP Mechanical/Plumbing Roof Plan	12/02/15
T24-B1	BLD B Title 24	12/02/15
T24-B2	BLD B Title 24	12/02/15
T24-B3	BLD B Title 24	12/02/15
T24-C1	BLD C Title 24	12/02/15
T24-C2	BLD C Title 24	12/02/15
T24-C3	BLD C Title 24	12/02/15
T24-D1	BLD D Title 24	12/02/15
T24-D2	BLD D Title 24	12/02/15
T24-D3	BLD D Title 24	12/02/15
T24-MP1	BLD MP Title 24	12/02/15
T24-MP2	BLD MP2 Title 24	12/02/15
T24-MP3	BLD MP Title 24	12/02/15
<u>Electrical</u>		
E-0.1	Electrical Symbols and Abbreviations	12/02/15
E-1.1	Electrical Site Plan	12/02/15
E-2.1	Single Line Diagram	12/02/15
E-2.2	Panel Schedules	12/02/15
E-3.1	Lighting Demolition Plans Buildings MP & B	12/02/15
E-3.2	Lighting Demolition Plans Buildings C & D	12/02/15
E-4.1	Roof Power Plans Buildings MP & B	12/02/15
E-4.2	Roof Power Plans Buildings C & D	12/02/15
E-5.1	Enlarged Plans	12/02/15
<u>Fire Alarm</u>		
FA-0.1	Fire Alarm Symbols and Notes	12/02/15
FA-0.2	Fire Alarm Riser Diagram	12/02/15
FA-0.3	Fire Alarm Calculations	12/02/15
FA-0.4	Fire Alarm Calculations	12/02/15
FA-1.1	Fire Alarm Site Plan	12/02/15
FA-1.2	Fire Alarm Site Plan	12/02/15
FA-3.1	Fire Alarm Plans Buildings MP & B	12/02/15
FA-3.2	Fire Alarm Plans Buildings C & D	12/02/15
FA-3.3	Relocatable Building Fire Alarm Plan	12/02/15
FA-3.4	Relocatable Building Fire Alarm Plan	12/02/15

ATTACHMENT 2
DELETED AND NOT INCLUDED

ATTACHMENT 3

Attachment "3"
EXHIBIT C LEASE-LEASEBACK AGREEMENT
AMENDMENT NO. 2 TO EIGHTEENTH AMENDMENT (PHASE VII)
General Condition Breakdown

	Contractor	Subcontractor	Owner or Reimbursible
Miscellaneous Project Costs	GC's	Work	
SUPERVISION-Superintendent	X		
FIELD OFFICE MOB/DEMOB/SETUP	NA		
FIELD OFFICE TRAILER RENTAL	NA		
CLERK	X		
OFFICE SUPPLIES	X		
TELEPHONE and DATA SERVICE	X		
MISCELLANEOUS SUPPLIES	X		
FIELD TOILETS SMALL JOBS	X		
PROJECT GAS & DIESEL	X		
SAFETY EQUIPMENT	X		
TEMPORARY FENCE (add for windscreen)	NA		
TEMPORARY FENCE WINDSCREEN	NA		
FIELD STORAGE SHED - MOB/DEMOB	NA		
PROJECT MANAGER	X		
SAFETY TRAINING	X		
SCHEDULER	X		
PROJECT ENGINEER	X		
COORDINATING GENERAL SUPER	X		
DEB EQUIPMENT MAINTENANCE	X		
EQUIPMENT/VEHICLE DEPRECIATION	X		
BUILDER'S COPIER	X		
MISC PRINTING COSTS (plans, specs, and adenda by owner)	X		
DEB COMPUTER/PRINTER	X		
DRAWING AND SPEC DISTRIBUTION	X		
(fex ex addendum, courier etc.)	X		
CONTRACT CLOSEOUT	X		
AS BUILT'S-PLAN REPRODUCTION	X		
JOBSITE SIGNAGE	X		
DUMPSTERS FOR GC ONLY	X		
DAILY CLEAN	X		
TEMPORARY ELEC USAGE (by owner)			X
TEMPORARY WATER USAGE (by owner)			X
COC INSURANCE (Builder's Risk)	33%		67%
SECURITY SYSTEM FOR TRAILERS ONLY			
JOBSITE SECURITY (if required)			X
PERMITS (by owner)			X
INSPECTOR OWNER FURNISHINGS			X
INSPECTOR TRAILER			X
INSPECTOR OFFICE CLEANING			X
LABOR COMPLIANCE SERVICE			X
PERMITS AND DEVELOPER FEES			X
TESTING, INSPECTIONS, AND SOILS CONSULTANT			X
OFFSITE IMPROVEMENT BOND			X
FINGERPRINTING COSTS (IF REQUIRED)	X		
PRINTING OF PLANS, SPECIFICATIONS, AND ADDENDUM			X

Attachment "3"
EXHIBIT C LEASE-LEASEBACK AGREEMENT
AMENDMENT NO. 2 TO EIGHTEENTH AMENDMENT (PHASE VII)
General Condition Breakdown

			Contractor	Subcontractor	Owner or
Miscellaneous Project Costs			GC's	Work	Reimbursible
FINAL CLEAN				X	
HAZ MAT ABATEMENT NOT QUANTIFIED IN HAZMAT REPORT					X
EQUIPMENT RENTAL				X	
SWPPPS COMPLIANCE				X	
HOISTING/CRANING				X	
INDEPENDENT SURVEYOR				X	
TEMPORARY ELEC CONNECTION				X	
TEMPORARY WATER CONNECTION				X	
TRAFFIC CONTROL				X	
DUST CONTROL				X	
TEMPORARY BARRICADES, WOOD FENCES, AND BARRIERS				X	
TEMPORARY HANDRAILS				X	
TEMPORARY SITE ACCESS-TEMP SIDEWALKS				X	
DEWATERING				X	
OVERTIME FOR ACCELERATED MODERNIZATION/SUMMERMODS				X	
Note: Self performed work has it's own General Conditions that are not included in this breakdown.					

Discussion and/or Action Item E.2.3.
Prepared by Karl Christensen
May 3, 2016

Approval of Agreement with Hendrix California
School Construction Services For Inspector
of Record and Staff Extension Services for the
Pepper Drive School HVAC Upgrades Project

BACKGROUND:

The Board of Education approved Hendrix California School Construction Services as the Inspector for the CIP program and they have provided staff extension services for 7 years. Administration recommends Hendrix California School Construction Services to provide services for the HVAC Upgrades Project at Pepper Drive which is to occur during the 2016 Summer break. Mr. Hendrix has assisted with the coordination and planning of this intensive/intrusive project with a tight timeline.

RECOMMENDATION:

It is recommended that the Board of Education approve a consultant contract with Hendrix, California School Construction Services to Provide Inspector of Record and Staff Extension Services for the Pepper Drive School HVAC Upgrades Project.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

Not to exceed \$46,050 based on the estimated construction hours to be funded from Deferred Maintenance funds

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.3.

April 25, 2016

Christina Becker, Director
Facilities and Modernization / Maintenance & Operations
Santee School District
9625 Cuyamaca Street
Santee, Ca. 92071

Ms. Becker:

RE: Pepper Drive School inspection services for Santee School District.

In response to your request per telephone April 25, 2016, I propose to provide all DSA inspection services to certify the work meets the approved documents and the California Building Codes identified on the approved documents beginning June 27, 2016, continuing through September 9, 2016, utilizing 1 inspector, for a price not to exceed \$36,520.00.

All work will be inspected per plans provided by the District with approval stamp by DSA and the pricing is based on regular daytime construction work hours of 8 hours per day which will not include overtime hours, weekends, or recognized holidays.

All Hendrix California School Construction Services employees are covered by workers compensation insurance and all our services are covered by a \$1 million dollar error and omission insurance policy for your agencies protection.

The scope of our services will cover all required structural inspections, including foundations, reinforcing steel, gravity supports systems, building diaphragms, associated electrical, plumbing, and mechanical components, verification that all work is ADA compliant, and any other items not excluded below.

The scope of work for Hendrix California School Construction Services does not include review or auditing of Prevailing Wage payrolls or interviews of workers for Prevailing Wage purposes. Prevailing Wage audit services are available utilizing your board and State approved Labor Compliance Program and my personnel.

The scope of the service does not include creation of any contractor Recovery Schedules when the contractor has fallen behind schedule. However, we will assist the contractor to see potential construction problems that could create construction delays and suggest methods to avoid the potential delay or overcome a created delay by any party.

The scope of our service does not include certain special inspections or material testing and inspection as identified by DSA and the California Building Code that require an approved test lab and / or engineering supervision to accomplish the test.

The scope of our service dose not include for example, Geotechnical services, soil testing, structural masonry inspection, testing of fireproofing of steel columns or beams, welding inspection, epoxy anchor or shot pin pull tests, batch plant inspections or making of concrete cylinders, high strength bolt testing or torquing, or similar specialty types of inspections. We will however coordinate with your selected test lab to insure all required

testing is performed in a manner that will maintain the contractors reasonable schedule if provided adequate notice of inspection requirements by the contractor.

Hendrix California School Construction Services has not reviewed any drawings and the proposal is based strictly on the term of service for the particular projects identified above. In the event the contractor does not complete their work within the time frame identified, the following hourly rates for the extended time will apply, DSA Inspection \$83.00 per hour.

You also requested a price for staff extension service for the same time period which will not exceed \$9,530.00 for the same specified time period as the inspection services indicated above.

Additional services, if any, will be by mutual agreement, Hendrix California School Construction will bill for services rendered at the completion of each month specifying number of hours worked and the rate charged for that month in each category with payment due within 30 day's and all checks are to be made payable to: L. L. Hendrix.

Thank you for your interest in our services



L. L. "Don" Hendrix, JD.
Principal

BACKGROUND:

The District's 5 Year Prop 39 Expenditure Plan contains a project for replacing the HVAC system at the District Office in order to improve energy efficiency. Due to restrictions placed on Prop 39 projects for producing a Savings to Investment ratio of at least 1.05, when the Prop 39 plan was submitted, Prop 39 funding for this project was \$151,398. The District's local funding estimate for completing the project was \$172,403 to be funded from Deferred Maintenance.

This project was put out for formal bid. Four (4) bids were submitted and the results are as follows:

Contractor	Bid Amount
Evergreen Construction	\$347,279.00
Paradigm Mechanical	\$352,987.00
Grace Builders	\$407,700.00
Fordyce Construction	\$500,354.00

When the lowest bid is combined with estimated soft costs, the total project cost with contingencies is estimated at \$440,943. Completion of the project would require an additional infusion of local funding of \$108,540 above the amount originally estimated.

RECOMMENDATION:

It is recommended that the Board of Education reject all bids for the District Office HVAC/Ceiling/Lighting Replacement Project.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.4.

Discussion and/or Action Item E.3.1. 2016-17 Local Control Accountability Plan
Annual Update Action for Counselor/Social
Worker Service

Prepared by Dr. Stephanie Pierce
May 3, 2016

BACKGROUND:

Each year, the District is required to conduct an extensive process for obtaining stakeholder input in order to inform decision making regarding the development of goals, actions, and services for the Local Control Accountability Plan (LCAP) Annual Update.

This year, a significant amount of input has been received relating to increasing counselor and social worker service for students. Consequently, the most recent draft of the LCAP Annual Update for 2016-17 contains an Action/Service step to address this expressed need. Specifically, the Action step is drafted as follows:

- Provide academic and behavioral supports to address the social and emotional learning needs of students
 - For 2016-17, the specific sub-action is:
 - Increase availability of Counselors/Social Workers to improve service and response time for students

Currently, the District has 3.40 FTE of Counselors/Social Workers funded through a combination of the General Fund and grants/categorical programs. One grant that currently funds 1.0 FTE (Santee Empowerment) is due to expire August 31, 2016. Staff is working with the Federal Government to extend the grant for one more year and allow use of approximately \$80,000 to \$90,000 of expected remaining carryover. If this is approved, the grant may fund approximately 0.50 FTE (\$50,000) of a Counselor/Social Worker for 2016-17. Beyond 2016-17, without obtaining a new grant, the General Fund will be picking up the cost of an additional 1.0 FTE (\$100,000) to maintain the current 3.40 FTE staffing level.

RECOMMENDATION:

Administration recommends incorporating an additional 2.0 FTE of Counselors/Social Workers into the 2016-17 LCAP Annual Update and Adopted Budget, contingent upon available LCFF funding, to bring the total of Counselors/Social Workers to 5.40 FTE

This recommendation supports the following District goals:

LCAP Goal D: Improve and/or increase services to support the social, emotional, and physical well-being of students and their families.

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

\$170,000 from Local Control Funding Formula Base Grant and Supplemental funding for new positions plus an additional \$50,000 to \$100,000 for funding 0.50 to 1.00 FTE of existing staff, depending on the outcome of negotiations with the Federal Government for extension of the Santee Empowerment Grant.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

Discussion and/or Action Item E.4.1.

Approval of Declaration of Need for Fully Qualified Educators

Prepared by Tim Larson
May 3, 2016

BACKGROUND:

In the past, requests for emergency certification required individual statements of need which were signed by the Superintendent and approved by the Commission on Teacher Credentialing. Effective July 1, 1994, legislation altered the method by which districts declare the need for utilization of individuals on emergency certification. By submitting an annual declaration, the district is certifying that a diligent search to recruit a fully prepared teacher for the assignment(s) was made, and that if a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority requirements stated in the declaration. Approval of the attached declaration will meet this requirement.

RECOMMENDATION:

It is recommended that the Board of Education approve the Declaration of Need for Fully Qualified Educators.

FISCAL IMPACT:

This is a personnel item and does not have an impact on the general fund.

STUDENT ACHIEVEMENT IMPACT:

Providing qualified educators is essential for student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.1.



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2016-2017
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Santee School District District CDS Code: 68361

Name of County: San Diego County CDS Code: 37

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 03 / 16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2017.

Submitted by (Superintendent, Board Secretary, or Designee):

Tim Larson  Asst. Supt. Human Resources
Name Signature Title

(619) 258-2305 (619) 258-2311 _____
Fax Number Telephone Number Date

9625 Cuyamaca Street, Santee, CA 92071
Mailing Address

tim.larson@santeesd.net
E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Tim Larson



Asst. Supt. Human Resources

Name

Signature

Title

(619) 258-2305

(619) 258-2311

Fax Number

Telephone Number

Date

9625 Cuyamaca Street, Santee, CA 92071

Mailing Address

tim.larson@santeesd.net

E-Mail Address

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	4
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	_____
<input checked="" type="checkbox"/> Resource Specialist	3
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	2
Special Education	5
TOTAL	7

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university intern program? Yes No

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an intern program.

National University, Brandman University, California State University San Marcos,

San Diego State University, Point Loma Nazarene

If no, explain why you do not participate in an intern program.

Jackie Nothdurft

From: Janet Lamb <JLamb@sdcoe.net>
Sent: Wednesday, April 20, 2016 3:19 PM
To: Janet Lamb
Subject: 2016-2017 Declaration of Need



San Diego County Office of Education
Credentials Memorandum

Date: April 20, 2016

To: Human Resource Administrators
Personnel & Credential Specialists

From: Cynthia Free, Credential Supervisor
Janet Lamb, Credentials Technician II

Subject: 2016-2017 Declaration of Need for Fully Qualified Educators

The Declaration of Need (DON) is the annual form submitted to the California Commission on Teacher Credentialing (CCTC) by county offices of education, public school districts, state-wide agencies or non-public schools or agencies. This form contains the employing agency's **estimated** (it is acceptable to overestimate with no penalty) the number of *Emergency Permits (such as Emergency CLADs and BCLADs), Limited Assignments, and Internship Credentials* that will be requested during the school year. Revisions to the form effective 4-1-03 incorporated the requirement that employing agencies certify recruitment practices and have added a staffing estimate to the Declaration of Need. Amendments to regulations effective 6-15-01 added Limited Assignment Permits to the Declaration of Need process.

The CCTC must have a current DON on file **prior to** processing applications for the Emergency and Limited Assignment Permits. The DON is not valid for more than twelve months and will expire on June 30, 2017.

The DON must be presented in its entirety to the governing board at a regularly scheduled public meeting of that board. It may **NOT** be presented as part of a consent calendar.

Once the DON has been approved by the board, the cover page must be signed and completed by the individual, the board, or superintendent designee, such as the board's secretary, the personnel director, or the credentials specialist. The original completed Declaration of Need board agenda item, along with the supporting material that was presented to the board, must be sent by **June 17, 2016**, to the SDCOE (do not send direct to CTC). If the DON is incomplete or the supporting materials are not submitted, the DON will be returned to your district office for the additional information or documentation.

The following link is the current Declaration of Need (5/2012) form approved by the CCTC and is to be used for the school year 2016-2017.

<http://www.ctc.ca.gov/credentials/cig2/CIG-leaflets/cl500.pdf>

For questions contact Cynthia Free at 858.292.3716 / crfree@sdcoe.net or Janet Lamb at 858.292.3583 / jlamb@sdcoe.net

Item F. BOARD POLICIES AND BYLAWS

Board Policies and Bylaws Item F.1.1.
Prepared by Dr. Cathy Pierce
May 3, 2016

Second Reading: BP 1250 – Visitors/Outsiders

BACKGROUND:

Board Policy 1250 Visitors/Outsiders was revised to include reference to *Exhibit A - Code of Conduct for Parents and Visitors*.

RECOMMENDATION:

This evening Administration is presenting Board Policy 1250 is submitted as a second reading. Administration recommends the Board of Education approve revised Board Policy 1250 – Visitors/Outsiders.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

VISITORS/OUTSIDERS

The Governing Board encourages parents/guardians and interested members of the community to visit the schools and view the educational program.

To ensure minimum interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be first arranged with the teacher and principal or designee (see Exhibit A – Code of Conduct for Parents and Visitors). If a conference is desired, an appointment should be set with the teacher during noninstructional time.

To ensure the safety of students and staff and avoid potential disruptions, all visitors shall register immediately upon entering any school building or grounds when school is in session.

For purposes of school safety and security, the principal or designee may design a visible means of identification for visitors while on school premises.

No electronic listening or recording device may be used by students or visitors in a classroom without the teacher and principal's permission. (Education Code 51512)

Legal Reference:

EDUCATION CODE

- 32210 Willful disturbance of public school or meeting
- 32211 Threatened disruption or interference with classes; misdemeanor
- 32212 Classroom interruptions
- 35160 Authority of governing boards
- 35292 Visits to schools (board members)
- 51512 Prohibited use of electronic listening or recording device

EVIDENCE CODE

- 1070 Refusal to disclose news source

LABOR CODE

- 230.8 Discharge or discrimination for taking time off

PENAL CODE

- 626-626.10 Schools
- 627-627.10 Access to school premises, especially:
 - 627.1 Definitions
 - 627.2 Necessity of registration by outsider
 - 627.7 Misdemeanors; punishment

ATTORNEY GENERAL OPINIONS

- 95 Ops.Cal.Atty.Gen. 509 (1996)



Santee School District Code of Conduct for Parents and Visitors

*A school must be a safe place for all students and all staff.
Every student and staff member deserves to feel respected and free from
physical harm, intimidation, harassment, and bullying.*

*In order to maintain a safe and respectful educational environment for all
students and staff members of Santee School District, it is essential all parents and
visitors to our schools be aware that they must adhere to the Code of Conduct.*

- Public Conduct on School Property -

All persons on school property or attending a school function shall conduct themselves in a respectful and orderly manner. The school principal or his/her designee is responsible for all persons in the school and on the grounds. The following rules apply to visitors to all Santee School District schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must report to the main office upon arrival at the school. They will be required to sign the visitor's register and will be issued a visitor's badge, which must be worn at all times while at the school or on school grounds. The visitor must sign out before leaving the school.
3. Visitors attending school functions that are open to the public, such as awards assemblies or public gatherings, are required to follow the direction of site administration to sign in at the office or assemble in a specific area of the school campus.
4. Parents or visitors who wish to observe a classroom while school is in session are required to arrange such visits with the principal. Visits will be at the principal's discretion so that class disruption is kept to a minimum.
5. Any unauthorized person on school property will be reported to the principal or his/her designee. Unauthorized persons will be asked to leave. Law enforcement may be called if the situation warrants.

- Conduct Prohibited on School Property and at School Events -

No person shall:

1. Use threatening, intimidating or profane language when speaking to a student or staff member or other adults.
2. Disrupt the orderly conduct of classes, arrival, dismissal, school programs, field trips, or other school activities.
3. Intentionally injure any other person or threaten to do so.
4. Approach someone else's child in order to discuss or chastise him/her because of perceived actions. (Such an approach may have legal consequences.)
5. Take pictures or use an electronic listening or recording device in a classroom or anywhere on school property without the teachers' and principal's permission.
6. Refuse to comply with any reasonable order of identifiable school district officials performing their duties.

- Persons in Violation of the Code of Conduct for Parents and Visitors -

If a visitor is in violation of the Code of Conduct for Parents and Visitors, the authorization of a visitor to remain on school grounds or at any school function shall be withdrawn, and they shall be directed to leave the premises. If they refuse to leave, a call will be made to law enforcement.

The district reserves its right to pursue a civil or criminal legal action against any person violating the Code of Conduct for Parents and Visitors.¹

¹ **Education Code Section 44811:** Any parent, guardian, or other person whose conduct in a place where a school employee is required to be in the course of his or her duties materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor.

Board Policies and Bylaws Item F.1.2.

Second Reading: New Board Policy 6170.1,
Transitional Kindergarten

Prepared by Dr. Stephanie Pierce
May 3, 2016

BACKGROUND:

Attached is new BP 6170.1, Transitional Kindergarten, based upon California School Board Association’s (CSBA) sample Board Policy. Based on the California Kindergarten Readiness Act of 2010, Santee School District has offered a Transitional Kindergarten program since 2012-2013 for children no longer age-eligible for Kindergarten.

Transitional Kindergarten Board Policy provides additional guidance for the enrollment of children in Transitional Kindergarten as well as instructional and staffing supports provided for students in this program.

RECOMMENDATIONS:

This evening administration is presenting new Board Policy 6170.1, Transitional Kindergarten, for a second reading. Administration recommends the Board of Education adopt new Board Policy 6170.1.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

There is strong evidence that high-quality pre-Kindergarten experiences have significant short- and long-term impacts on children.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.2.

TRANSITIONAL KINDERGARTEN

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program.

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2.

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate.

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Board shall fix the length of the school day in the district's TK program, which shall be at least three and one half hours but no more than four hours.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TRANSITIONAL KINDERGARTEN (continued)**Staffing**

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC.

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten.

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

TRANSITIONAL KINDERGARTEN (continued)

Legal Reference:

EDUCATION CODE

8973 Extended-day kindergarten

37202 School calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county superintendent of schools

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten

48000 Age of admission, kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade

48200 Compulsory education, starting at age six

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

Board Policies and Bylaws Item F.1.3.

Second Reading: Revised Board Policy 5111,
Admission

Prepared by Dr. Stephanie Pierce
May 3, 2016

BACKGROUND:

Attached is the revised BP 5111, Admission, based upon California School Board Association's (CSBA) sample Board Policy.

The current age of admission Board Policy was updated February 24, 2012. However, based on the new kindergarten admission education code and the District's offering of a Transitional Kindergarten program, new policy language will support admission for students age-eligible for Early Admission Kindergarten (EAK), Transitional Kindergarten (TK), Kindergarten and First Grade.

The draft of the revised Administrative Regulation 5111 is attached for Board review.

RECOMMENDATIONS:

This evening administration is presenting the revised Board Policy 5111, Admission, for a second reading. Administration recommends the Board of Education adopt revised Board Policy 5111.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

There is strong evidence that high-quality pre-Kindergarten experiences have significant short- and long-term impacts on children.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.3.

ADMISSION

~~The Governing Board believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school-aged children in school.~~

~~The Superintendent or designee shall maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.~~

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system.

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family.

Legal Reference:

EDUCATION CODE

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students pupils desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48850-48859 Educational placement of homeless and foster youth

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-49704 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 42

11431-11435 McKinney Homeless Assistance Act

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter, May 6, 2011

Policy
adopted: August 17, 2010

SANTEE SCHOOL DISTRICT
Santee, California

ADMISSION

Age of Admittance to ~~Early Admission Kindergarten (EAK), Transitional Kindergarten (TK), Kindergarten, and First Grade Grades K-1~~

~~At the beginning of each school year, the Superintendent or designee shall enroll any otherwise eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. A child shall be eligible for enrollment in kindergarten or first grade, at the beginning of the school year or at a later time in the same year, if the child has his/her fifth or sixth birthday, respectively, on or before one of the following dates:~~

- ~~1. — December 2 of the 2011-12 school year~~
- ~~2. — November 1 of the 2012-13 school year~~
- ~~3. — October 1 of the 2013-14 school year~~
- ~~4. — September 1 of the 2014-15 school year and each school year thereafter~~

~~Beginning in the 2012-2013 school year, any child who will have his/her fifth birthday between the date listed above for the applicable school year and December 2 shall be offered an appropriate educational program in accordance with law and Board policy.~~

~~Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. Any child who will have his/her fifth birthday from December 3 through March 15 of the school year shall be offered an early admission kindergarten (EAK) program which will begin the second week of January.~~

First Grade	Sixth birthday on or before September 1
Kindergarten	Fifth birthday on or before September 1
Transitional Kindergarten-TK	Fifth birthday from September 2 through December 2
Early Admission Kindergarten-EAK	Fifth birthday from December 3 through March 15

~~On a case-by-case basis, a child who reaches age will turn five years old in a given after the date listed above for the applicable school year may be admitted to enrolled in kindergarten or TK at any time during the school year with the approval of the child's parent/guardian, provided that:~~

- ~~1. The Superintendent or designee determines that the admittance is in the best interests of the child.~~
- ~~2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.~~
- ~~3. For a child to be enrolled in kindergarten, the child must be five years of age by the~~

first day of kindergarten.

The Superintendent or designee shall make a recommendation to the Board regarding ~~In~~ determining whether a child ~~may~~ should be granted early entry to kindergarten.; In doing so, the Superintendent or designee ~~may also~~ shall consider various factors including the availability of classroom space and any negotiated maximum class size.

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age.

Evidence of the child's age may include:

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. Passport

When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. A student enrolling in a district school at any other grade level shall present records from his/her previous school district documenting his/her age and current grade level.

Regulation

Approved: February 24, 2012

SANTEE SCHOOL DISTRICT

Santee, California

Item G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item H. CLOSED SESSION

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

The Board will go into Closed Session to discuss:

1. **Public Employee Discipline/Dismissal/Release** (Gov. Code § 54957)
2. **Conference with Legal Counsel – Anticipated Litigation** (Gov't. Code § 54956.9)
 - One Case
3. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)
 - Purpose: Negotiations*
 - Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent*
 - Employee Organization: Santee Teachers Association (STA)*
4. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)
 - Purpose: Negotiations*
 - Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent*
 - Employee Organization: Classified School Employees Association (CSEA)*
5. **Conference with Real Property Negotiators** (Gov't. Code § 54956.8)
 - *Elliot Site #2 (Parcel #: APN 366 050 16 – east of landfill; North of West Hills High School – area commonly known as Camp Elliott)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*
 - *Property adjacent to 9219 Fenway Road, Santee, CA 92071 located at 10201 Settle Road, Santee, CA 92071 (Sycamore Canyon School)*
 - Agency Negotiator: Karl Christensen, Assistant Superintendent*
7. **Public Employee Performance Evaluation (Gov. Code § 54957)**
 - Superintendent*

Item I. RECONVENE TO PUBLIC SESSION

Item J. ADJOURNMENT

Agenda Items G, H, I, and J.