



Santee School District

SCHOOLS:

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

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

**BOARD OF EDUCATION
 REGULAR MEETING
 A G E N D A
 June 1, 2010**

District Mission

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

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A. OPENING PROCEDURES – 7:00 p.m.	5
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
4. Approval of Agenda	
The meeting will be adjourned in memory of Sheri Wallace.	
B. REPORTS AND PRESENTATIONS	
1. Superintendent's Report	
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1.2. Use of Facilities Report	8
1.3. Enrollment Report	9
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▪ County Science Fair Participants	
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▪ County Spelling Bee Participant	
3. Spotlight on Education: PRIDE Academy <i>inspire</i> Award	13
C. PUBLIC COMMUNICATION	14
<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are tape recorded.</i>	

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

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

D. **CONSENT ITEMS**

Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.

Superintendent

- 1.1. **Approval of Minutes** 16
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 23
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** 25
It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.
- 2.3. **Acceptance of Donations** 27
It is recommended that the Board of Education accept donations as listed in the item.
- 2.4. **Acceptance and Filing of the Costs of Issuance Statement for the 2010 General Obligation Bond Anticipation Notes of the Santee School District** 28
It is recommended that the Board of Education received, accept and file the Statement of Costs of Issuance for the 2010 General Obligation Bond Anticipation Notes of the Santee School District.
- 2.5. **Approval of Agreement for Student Transportation Services** 30
It is recommended that the Board of Education approve the transportation agreement for District-provided transportation services to the Santee Teen Center.
- 2.6. **Adoption of Resolution #0910-48, to Establish Temporary Interfund Transfers** 37
It is recommended that the Board of Education adopt Resolution #0910-48, "Resolution to Establish Temporary Interfund Transfers of Special or Restricted Fund Moneys" (Due To/Due From), as required for the 2009-10 year-end closing process and 2010-11 fiscal year.

Capital Improvement Program

- 3.1. **Approval of Estimated Plan Check Fees and Costs for Offsite Improvement Drawings At Chet F. Harritt** 40
It is recommended that the Board of Education approve the estimated plan check fees and costs for the Mesa Road improvements required for the Chet F. Harritt Ball Field project.

Educational Services		<u>Page #</u>
4.1.	<u>Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children’s Hospital, San Diego</u> It is recommended that the Board of Education approve the Agreement for mandated student health screenings with Rady Children’s Hospital, San Diego.	41
4.2.	<u>Approval of Medi-Cal Administrative (MAA) Service Agreement with Paradigm HealthCare Services</u> It is recommended that the Board of Education approve the agreement with Paradigm HealthCare Services for MAA program support services for the term July 1, 2010 through June 30, 2013.	44
4.3.	<u>Approval of Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education</u> It is recommended that the Board of Education approve the agreement with Orange County Department of Education for MAA Program support services.	52
4.4.	<u>Approval of Request for Extended Field Trips</u> It is recommended that the Board of Education approve the extended field trips listed in the item.	70
Human Resources		
5.1.	<u>Personnel, Regular</u> It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	81
5.2.	<u>Approval to Increase Work Hours of Identified Classified Positions</u> It is recommended that the Board of Education approve to increase work hours for identified classified positions.	83
5.3.	<u>Approval of New Administrative Intern Job Description</u> It is recommended that the Board of Education approve a new job description for Administrative Intern.	84
E.	DISCUSSION AND/OR ACTION ITEMS <i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
Business Services		
1.1.	<u>Governor’s May Revise</u> The Board of Education will be provided an update on the Governor’s May Revise of the State Budget.	88
1.2.	<u>Approval of Monthly Financial Report</u> It is recommended that the Board of Education approve the Monthly Financial Report for April 2010.	90

	<u>Page #</u>
Educational Services	
2.1. <u>Character Education Committee Report</u>	93
The Character Education Committee Report is provided as information for the Board. Action is at the discretion of the Board.	
Human Resources	
3.1. <u>Adoption of Resolution No. 0910-50 to Lay Off Identified Classified Positions</u>	94
It is recommended that the Board of Education adopt resolution no. 0910-50 to lay off identified classified positions.	
F. BOARD POLICIES AND BYLAWS	
1.1. <u>First Reading: Revised BP 6163.4, Student Use of Technology</u>	97
Revised Board Policy 6163.4, Student Use of Technology, is presented to the Board of Education for a first reading. Following any discussion, this policy will return for a second reading and consideration for adoption at a future meeting. No action is requested at this time.	
G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	109
H. CLOSED SESSION	110
1. Conference with Labor Negotiator (Govt. Code § 54956.8)	
<i>Purpose: Negotiations</i>	
<i>Agency Negotiator: Minnie Malin, Assistant Superintendent, Human Resources</i>	
<i>Employee Organizations: Santee Teachers Association</i>	
<i>Classified School Employees Association</i>	
2. Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)	
3. Public Employee Performance Evaluation	
<i>Superintendent</i>	
I. RECONVENE TO PUBLIC SESSION	110
J. ADJOURNMENT	110

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
June 15, 2010, at 7:00 p.m.
in the Douglas E. Giles Educational Resource Center.*

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

Members present:

___ Burns
___ Ryan
___ Carlisle
___ Bartholomew
___ El-Hajj

OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the May 18, 2010 regular meeting

The Board will adjourn in memory of Sheri Wallace

Agenda Item A.

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

The following items are presented for Board information:

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

Agenda Item B.

Santee School District
ENROLLMENT REPORT
 5/28/2010
 Month 9 Week 4

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	05/28/10	05/29/09	#	%	05/28/10	05/29/09	# Diff	% Diff	Prior Week		
										Total Reg	Total Reg	Diff	Diff	SDC	SDC	SDC	SDC	5/21/10	5/21/10	Total
										Total All	Total All	Diff			Total All	Total All	Diff			
Cajon Park	104	105	106	106	107	105	99	129	102	963	939	24	2.6%	35	32	3	9.4%	998	999	-1
Carlton Hills	39	33	41	45	34	52	51	90	98	483	523	-40	-7.6%	41	39	2	5.1%	524	524	0
Carlton Oaks	74	75	67	74	96	98	104	101	123	812	815	-3	-0.4%	46	38	8	21.1%	858	859	-1
Chet F. Harritt	62	85	62	66	62	60	69	67	55	588	642	-54	-8.4%	9	27	-18	-66.7%	597	597	0
Hill Creek	90	87	86	86	80	87	82	64	88	750	804	-54	-6.7%	21	29	-8	-27.6%	771	772	-1
Pepper Drive	82	68	77	73	76	76	87	79	81	699	705	-6	-0.9%	10	12	-2	-16.7%	709	711	-2
Prospect	60	55	55	51	51	64	66	43	47	492	470	22	4.7%	13	18	-5	-27.8%	505	504	1
Rio Seco	105	107	96	93	93	106	90	84	104	878	814	64	7.9%	23	23	0	0.0%	901	902	-1
Sycamore Canyon	50	48	56	37	48	46	47	0	0	332	297	35	11.8%	30	22	8	36.4%	362	361	1
SUBTOTAL	666	663	646	631	647	694	695	657	698	5997	6009	-12	-0.2%	228	240	-12	-5.0%	6225	6,229	-4
Alternative School	2	4	4	3	5	8	7	3	5	41	50	-9	-18.0%					41	41	0
Success Academy							1	1	10	12	13	-1	-7.7%					12	11	1
NPS										0	0			5	3	2	66.7%	5	5	0
EAK**	138									138	106	32	30.2%					138	139	-1
SUBTOTAL	140	4	4	3	5	8	8	4	15	191	169	22	13.0%					196	196	0
TOTAL	806	667	650	634	652	702	703	661	713	6188	6,178	10	0.2%					6421	6,425	-4

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

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

	PK	
Cajon Park	2	1000
Chet F Harritt	1	598
Hill Creek	13	784
Prospect	21	526
Sycamore Canyon	16	378
Total PK	53	

Total Enrollment Including PK & EAK
6474

EAK 4YO 0

DEVELOPER FEES COLLECTION REPORT
2009-10
CUMULATIVE THROUGH MAY 21, 2010

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

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

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

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
X		9735 HALBERNS BLVD. (CARLTON HILLS EVANGELICAL LUTHERAN CHURCH)	07/20/09	192	\$0.00	
X		1840 JOE CROSSIN DRIVE	07/24/09	2,938	\$852.02	PD
X		8871 FANITA DRIVE (DEMO'D 1800 SQ. FEET)	08/10/09	1,276	\$0.00	
	X	9564 ABBEYFIELD ROAD	08/31/09	769	\$2,576.15	RS
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/10/09	17,823	\$59,707.05	CFH
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/23/09	14,931	\$50,018.85	CFH
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/23/09	471	\$1,577.85	CFH
	X	STANDARD PACIFIC (RIVERWALK)	10/01/09	99,989	\$262,971.07	RS
X		1518 MAGNOLIA AVE. (ARCO AM/PM-CARWASH)	10/08/09	1,010	\$0.00	PD
	X	10456 2ND STREET	10/20/09	948	\$3,175.80	HC
	X	9215 HOLMBY	10/22/09	1,052	\$3,524.20	SC
	X	1320 WENATCHEE AVE.	11/30/09	1,110	\$3,718.50	PD
	X	9300 NORTHRIDGE PL.	11/30/09	1,222	\$4,093.70	PA
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	12/17/09	18,084	\$60,581.40	CFH
	X	LENNAR (SKY RANCH)	02/02/10	161,241	\$424,063.83	PD
	X	10041 TIMBERLANE WAY	02/09/10	815	\$2,730.25	RS
X		8710 RAILROAD AVE. (AMERICAN SHEET METAL)	02/17/10	2,472	\$395.52	PA
	X	9103 CANYON PARK TERRACE	04/20/10	550	\$1,842.50	PD
	X	9910 BILTEER DRIVE	04/21/10	570	\$1,972.20	RS
	X	FANITA 48, L.P. (8616 THRU 8630 FANITA DRIVE)	04/26/10	48,852	\$169,027.92	PA
	X	FANITA 48, L.P. (8616 FANITA DRIVE)	04/26/10	1,823	\$6,307.58	PA
X		GRAVES FAM. TRUST (PARCEL# 388-130-18-00) NO PHYS. ADDRESS, BARN REMOVAL/REPLACE	04/27/10	0	\$0.00	PD
	X	7712 BRITT RD. (SQ. FT. OF CASITA INCREASED)	04/30/10	221	\$764.66	CFH
	X	STANDARD PACIFIC (RIVERWALK)	05/05/10	43,376	\$114,078.88	RS
TOTAL PAGE 1					\$1,173,979.93	
TOTAL COLLECTED AS OF MAY 21, 2009					\$1,074,743.24	

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

**Fee Exempt - Senior / Elder Care Facility

***Fee Exempt - Less than 500 square feet

Requests For Use Of Facilities - June 1, 2010						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Prospect Avenue PTA	Multipurpose Room	5/21/10	Friday	4:30 pm - 8:30 pm	50	

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

Schedule of Events

<i>Date</i>	<i>Event</i>
June 4	California Distinguished Schools Award Ceremony
June 10	Employee Year End Celebration Downtown Café-El Cajon 4:00-6:00 p.m.
June 15	Board Meeting Eighth Grade Academic Achievement Awards 7:00 p.m.
June 22-24	Eight Grade Promotion Ceremonies
June 24	Last Day of School for Students (Minimum Day)
June 29	Foundation Golf Classic
July 6	Board Meeting 7:00 p.m.
July 15	Board Meeting 7:00 p.m.
August 3	Board Meeting 7:00 p.m.
August 17	Board Meeting 7:00 p.m.
September 7	First Day of School for 2010-11

Reports and Presentation Item B.2.

Spotlight on Learning:

- County Science Fair Participants
- Outdoor Education Scholarship Winners
- County Spelling Bee Participant

Prepared by Kristin Baranski

June 1, 2010

BACKGROUND:

This evening, the Board of Education is recognizing three Santee student groups: Greater San Diego Science and Engineering Fair County junior high awardees and fifth grade students who were awarded outdoor education scholarships for winning this year's Van Arsdale Essay Contest, and Hill Creek School's County Spelling Bee student participant.

The annual Santee School District Science Fair provides an opportunity for students to learn about the scientific method. Students test this method by investigating various creative scientific hypotheses and display their investigations and academic products at the annual science fair. This year's student projects were pre-screened by a panel of judges at Hillsdale Middle School and were then displayed at Educational Services for district level awards on February 1, 2010. Schools participating in this year's science fair included Cajon Park, Carlton Hills, Carlton Oaks, Chet F. Harritt and Rio Seco. This evening the Board recognizes the teachers who supported the Science Fair participants: Mr. Larry Barbary, Mr. Bruce Jennings, Ms. Kathryn Ducharme, Ms. Laura Barker, Ms. Val Iverson, Ms. Helen Toma, and Dr. Lynne Shevinsky.

Thirty student projects receiving high merit were honored on March 23 - 28, 2010 at the countywide Greater San Diego Science and Engineering Fair. This year, three students were eligible for the State competition and one student was asked to be an alternate in the State competition. In addition, four students also received five special awards for their projects. The attached list highlights the achievements earned by these thirty children.

The Outdoor Education Scholarship Contest, funded by the William E. Van Arsdale Trust, consists of a countywide writing competition for fifth grade students. The winners each receive a scholarship to the San Diego County Office of Education, Outdoor School Program. This year, 15 students throughout the County were named contest winners and two Santee School District students were among those 15 who won: Caitly Williams and Alexandra La Mora, 5th grade students in Mr. Jim Williams' class at Cajon Park School.

Lastly, Hill Creek 7th grade student, Kaleb Martinez, participated in this year's County Spelling Bee on March 10. The Countywide Spelling Bee is coordinated by the San Diego Union Tribune and the San Diego County Office of Education.

Agenda Item B.2.

Greater San Diego Science and Engineering Fair Awardees

1st Place Awards:

Krystal Chung, Biochemistry, Advances to State Competition
Suzy De Trafford, Chemistry
Spencer Ford, Physics, Advances to State Competition, General Atomics Energy Group
Award and San Diego Astronomy Association Award
Connor Shands-Sparks, Engineering – Electrical/Mechanical, State Fair Alternate
Andrew Stephenson, Consumer, Advances to State Competition
Alec Wilson, Engineering – Energy/Transport
Andrew Wilson - Physics

2nd Place Awards:

Aaron Adriance, Engineering – Electrical/Mechanical
Bobby Collins, Animal
Katie Galarneau, Environment
Kaitlyn Homan, Behavior Sciences
Tyler Kirk, Consumer
Marisa McKasson, Biochemistry
Sarah Morgan, Microbiology
Wendy Sigler, Behavior Sciences
Lexie Signore, Medicine
Laura Williamson, Animal

3rd Place Awards:

Alexis Adams, Physics
Arianna Ahumada, Consumer
Davis Bartholomew, Engineering – Energy/Transport
Jonathan Clark, Environment
Megan Coleman, Engineering, Electrical/Mechanical
Victoria Hegner, Chemistry
Trina Killian, Microbiology
Mary LaRochelle, Plant Sciences
Carly Messig, Medicine
Nicole Page, Animal, Ron Orta Award
Ryan St. John, Physics, American Society for Nondestructive Testing
Gabriel Swanson, Engineering – Electrical/Mechanical

4th Place Awards:

Sinead Buckley, Chemistry

Reports and Presentations Item B.3. Spotlight on Education:
PRIDE Academy at Prospect Avenue -
inspire Award

Prepared by Dr. Patrick Shaw
June 1, 2010

BACKGROUND:

PRIDE Academy at Prospect Avenue School is this year's recipient of the *inspire* Award in the Classroom of the Future's 2010 Innovation in Education Awards program. The *inspire* Award is awarded to a program that has attributes that get kids excited about learning. It specifically focuses on characteristics responsible for increasing student interests and enhancing student learning. PRIDE Academy's program, titled "PRIDE Academy, Where Purposeful, Rigorous, Innovative, Dynamic Education is available to ALL" was recognized as an exemplary example of a program that increases student interest and enhances student learning through the integration of emerging technologies and 21st century skills. Students are more inquisitive, choosing to extend learning on their own. Students are doing more than remembering information—they are using higher-order thinking skills through their use of interactive whiteboards, student responders, and both Mac and PC laptops. They are learning to work as a team and contribute to a group effort. Students listen to others, make their own ideas clear when speaking, express themselves in various modes, and ask authentic questions.

The PRIDE Academy staff was presented their award at the Classroom of the Future Foundation's annual event on May 20, 2010, held at the University of San Diego.

Agenda Item B.3.

PUBLIC COMMUNICATION Item C

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

Agenda Item C.

CONSENT ITEMS Item D.

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

Consent Item D.1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
June 1, 2010

BACKGROUND:

Presented for Board approval –

- May 18, 2010, regular meeting minutes

RECOMMENDATION:

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

Motion:

Second:

Vote:

Item D.1.1.

SANTEE SCHOOL DISTRICT
REGULAR MEETING
OF THE BOARD OF EDUCATION

May 18, 2010
MINUTES

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

A. President Burns called the meeting to order at 6:15 p.m.

B. ADJOURN TO CLOSED SESSION

There were no members of the public present for comments. President Burns reported the Board would meet in closed session for:

1. **Public Employee Performance Evaluation**
Superintendent

C. RECONVENE TO PUBLIC SESSION-OPENING PROCEDURES

The Board reconvened to public session at 7:07 p.m. President Burns read the District Mission Statement.

Members present:

Dustin Burns, President
Barbara Ryan, Vice President
Allen Carlisle, Clerk
Dan Bartholomew, Member

Members absent

Dianne El-Hajj, Member

Administration present:

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

2. President Burns invited Adam and Rebecca Childress, Pepper Drive students, to lead the members, staff and audience in the Pledge of Allegiance.

3. Approval of Agenda

It was moved and seconded to approve the agenda.

Motion: Ryan Second: Carlisle Vote: 4-0

D. 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. Claims Against the District
 - 1.5. Schedule of Upcoming Events

2. Spotlight on Education: Pepper Drive School - 2010 California Distinguished School

Dr. Shaw invited the Pepper Drive staff to come forward to be recognized by the Board for being named a 2010 California Distinguished School. The criteria for the California School Recognition Program relates to closing the achievement gap among student subgroups and how these subgroups perform during annual State testing. The State expects California Distinguished Schools to outperform other schools across the State when school sites have numerically significant subgroups. Pepper Drive School not only improved the school's overall API, they also greatly improved the average statewide API growth within their subgroups. As a result of these accomplishments they were eligible to apply for this year's California Distinguished School Award. Dr. Shaw congratulated Pepper Drive and thanked the staff and parents for all the hard work and effort they have provided for the students at Pepper Drive School. President Burns presented the Pepper Drive staff with a certificate of recognition and a California Distinguished School banner to proudly display at their school.

E. PUBLIC COMMUNICATION

President Burns invited members of the audience to address the Board about any item not on the agenda. Speaker cards were submitted and President Burns invited their comments.

Richard Bailey, a Cajon Park parent expressed concern that the health clerk at Cajon Park, Karen Keys, may be leaving. He said Mrs. Keyes works above and beyond the call of duty and has developed a great relationship with students and parents. It would be a huge disadvantage for Cajon Park for her to leave.

Shari Turner, a Cajon Park parent heard that health clerk Karen Keyes might be transferred. If the transfer is to save money, Mrs. Keyes' worth cannot be measured by dollars. Her daughter has special medical needs and Karen makes her feel valued and makes sure she gets her meds to function well in school. She cannot imagine not having Mrs. Keyes as the health clerk there as she is an incredible asset to Cajon Park.

Allwyn Gazi-STA President congratulated Pepper Drive for being selected as a California Distinguished School. She addressed the Board to convey that teachers did not appreciate the unwarranted public humiliation they believe they received on March 2nd. The STA negotiations team entered each negotiations session with open minds and ideas. The negotiating team believed the District was unwilling to consider alternatives to a 3% salary concession by employees. The STA negotiating team questioned if their discussions and efforts were reaching the School Board. The Association came together during the summer of 2009 and voted to take two furlough days. Neither of these sacrifices has been openly acknowledged. There are two retirees that will realize a \$45 per month decrease in their retirement because of this agreement. The effect next year could be as much as \$90 in reduced retirement. They believe this is not the way to show appreciation to the teachers who have given so much. On March 2, the STA crisis team came forward with a proactive mission statement and did not receive a thank you. The District needs to find alternative means to address the budget gap, not in personnel or in cutting programs. STA has suggested other ways to address the budget crisis and do not believe they are being acted on. Mrs. Gazi extended an invitation to meet with the STA board members to discuss how teachers can help. She will contact the Board members personally. STA wants to work with the School Board to find ways to get more money into Santee School District.

Anne Coman, a Carlton Hills Teacher, thanked the Board for adding a link on the website to legislative information to make it easy for people to contact legislators about the State budget. Parents and teachers should be informed and encouraged to contact the elected officials. Many people do not really know or understand how severe the budget crisis is. She asked if the link could be made easier to find.

F. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 1.2. **Adoption of Resolutions #0910-49 to Initiate a Study of its Election System to address alternatives to comply with the California Voting Rights**
- 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**
- 3.1. **Approval of Fire Service Design and Fire Flow Tests for 10-Classroom Addition Plans for Pepper Drive, Chet F. Harritt, and Hill Creek Schools**
- 3.2. **Approval of County Plan Check Fees and Seismic Geologic Hazard Reviews at Pepper Drive, Chet F. Harritt, and Hill Creek Schools**
- 4.1. *Pulled for separate consideration.*
- 4.2. **Acceptance of Grants for Carlton Hills School to Create an Outdoor Science Classroom**
- 5.1. **Personnel, Regular**
- 5.2. **Adoption of Resolution No. 0910-46 to Finalize Reassignment of Certain Certificated Management Services**
- 5.3. **Ratification of Employer-Employee Collective Bargaining Agreement with California School Employees Association**

It was moved and seconded to approve Consent Items with the exception of F.4.1., which was pulled by Member Ryan for separate consideration.

Motion: Carlisle **Second:** Bartholomew **Vote:** 4-0

- 4.1. **Approval of Memorandum of Understanding with Rady Children's Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program** (Pulled by Member Ryan for separate consideration.) Mrs. Ryan said she would abstain from voting on this item because the agreement is with her employer.

Motion: Bartholomew **Second:** Carlisle **Vote:** 3-0 (Ryan, abstain)

G. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Authorization to Issue Notice to Proceed for Hill Creek Solar Project Upon Confirmation of Final Guaranteed Maximum Price and Successful Pricing of Clean Renewable Energy Bonds

Karl Christensen presented the guaranteed maximum price (GMP) for the Hill Creek Solar project. There were some minor changes to the original plan. Software which provides alerts and production reports has been added. The contractor will need to purchase the solar panels from a different vendor because the Sharp panels are not available in the time-frame needed for our project.

The GMP of \$2,111,000 factored into the model shows a low risk on cash flow. Member Ryan asked if the savings would provide funds the District could use for other things. Mr. Christensen recommends banking the savings to fund the negative cash flow years. Administration asked the Board for authorization to issue a notice to proceed if the CREBS are successfully priced on June 2nd.

Member Bartholomew moved to authorize administration to issue a notice to proceed to the contractor for the Hill Creek Solar Project upon confirmation that the final guaranteed maximum price is less than or equal to the PGMP and Clean Renewable Energy Bonds are successfully priced.

Motion: Bartholomew **Second:** Ryan **Vote:** 4-0

2.1. CIP Program and State Funding Update

Karl Christensen reported on the recent activity of the State Allocation Board. The State has successfully sold bonds and has funds to allocate to school construction projects. State bond funds in the amount of \$421 Billion still await allocation and distribution and will be discussed at their May 26th meeting. The Board is looking for alternative methods to allocate the funds to create more jobs and stimulate the economy. They may seek commitments from districts that they are ready to accept the apportionments right away. Mr. Christensen presented a list of possible scenarios if some of the apportionments became available to Santee.

Member Ryan asked if we will be communicating to the members of the State Allocation Board (SAB) to express our preference of how we would like the projects to be funded. Mr. Christensen said Christina Becker has spoken with the SAB staff and urged consideration to fund shovel ready projects.

The Board asked Administration to send draft letters to Senator Hollingsworth and Assembly member Anderson to use to communicate with the SAB. District letters should be sent to each member of the State Allocation Board from the Board President and the Superintendent. Linda will work with Barbara to get letters out by Friday.

Member Carlisle said it would be interesting to see if there were savings to do modernization and construction at two schools at one time rather than just one. Member Bartholomew asked if it would have any impact to put money toward the COPS right now. Mr. Christensen said there is no ability to restructure the COPS at this time.

President Burns said looking at the project order at this time, he would rather address a larger student population if possible. Member Bartholomew said he finds it very easy to understand the information presented by Mr. Christensen and thanked him.

3.1. Approval of Administrative Recommendations for Districtwide K-2 Mathematics Textbooks Adoption

Kristin Baranski reported on the adoption of K-2 mathematics textbooks. Math texts for K-2 are consumables purchased annually. Options were researched and teachers were surveyed. A replacement curriculum is needed because current texts are no longer available.

Member Ryan clarified that we are only spending this money because we do not have math textbooks for grades K-2. Mrs. Baranski said that is correct and the money would need to be spent for the current curriculum if it was still available. Member Ryan moved to approve the K – 2 mathematics purchase of Pearson enVision beginning in the 2010-2011 school year.

Motion: Ryan Second: Bartholomew Vote: 4-0

3.2. Special Day Class Re-Organization Update

Kristin Baranski, Director of Educational Services, and Hope Michel, Director of Special Education, presented an update on the Special Day Class reorganization. Class rosters have been developed and letters have been sent home to parents notifying them of their new school assignments for next year. Preschool parent letters will go home just before the end of school. Visitation dates have been scheduled for students and families will also be invited to attend. Administration is making arrangements to get school T-shirts and hopes to provide them to the students on the day they visit. Teachers have selected assignments for next year and Human Resources is contacting instructional assistants to notify them of any changes in their assignments for next year. Openings have been posted. Transportation is working on bus scheduling for next year. Mrs. Baranski and Ms. Michel will be meeting with Christina Becker and Bernard Yeo to plan teacher moves over the summer.

Administration has begun to receive parent requests for children to attend a different school than assigned. Parents are being asked to complete an intra-district request and if the criteria can be met and an appropriate placement is available at another school, parents will be notified they will need to provide the transportation. Mrs. Baranski and Mrs. Michel are looking forward to the implementation and the success of this new plan.

Member Carlisle said he appreciates considering parent requests and believes it is a fair process. He asked how many parents have called. Ms. Michel said nine parents have called and two of those have submitted the intra-district attendance requests.

Member Bartholomew said he remembers there was a previous discussion about communication. He asked what kind of feedback they are getting about the change. Mrs. Baranski said the Special Education Advisory Committee has been focal point for the communication process and they have been very positive. Their focus now is toward the professional development and how mainstreaming will be incorporated.

President Burns asked if there is anything in place after the transition to assess how the transition is working. Ms. Michel said a questionnaire goes to parents each year and at every IEP parents are given an IEP feedback form. Teachers notify her if there is a problem and she responds to the parents.

President Burns asked to confirm that at each IEP parents will be asked about the reorganization. Ms. Michel said an item would be added to the feedback form to address the reorganization. President Burns said the Board would like to receive a copy of the feedback form. Mrs. Baranski and Ms. Michel said their commitment is to continue the implementation of the reorganization and to make it successful.

4.1 Adoption of Resolution No. 0910-47 to Layoff Identified Classified Positions

Minnie Malin reported that Carlton Hills, Carlton Oaks, and Pepper Drives Schools have determined to discontinue funding some Instructional Assistant positions at their sites because of reduced funding to schools next year. These recommendations have been approved by their staffs and School Site Councils. After bumping, several classified employees will receive lay-off notices because of this. President Burns asked how many people will lose jobs. Mrs. Malin said five employees will receive lay-off notices but will have 39 months of rehire rights. Member Ryan moved to adopt resolution no. 0910-47.

Motion: Ryan Second: Bartholomew Vote: 4-0

4.2. Approval of Declaration of Need for Fully Qualified Educators

Minnie Malin reported this declaration is an annual requirement. Member Ryan moved to approve the declaration of need for fully qualified educators.

Motion: Ryan **Second:** Carlisle **Vote:** 4-0

H. BOARD POLICIES AND BYLAWS

1.1. Second Reading: Revised Board Policy 6151, Class Size

Revised BP 6151, Class Size was presented to the Board for a second reading and request for approval of the revisions. Member Ryan moved to approve the revised BP 6151.

Motion: Ryan **Second:** Carlisle **Vote:** 4-0

I. BOARD COMMUNICATION

Member Ryan wished to state that when the Board accepted STA's salary concession, the item was pulled from consent and Board members thanked STA. She asked Administration to locate this in the minutes and provide it to STA. STA was not in attendance that evening.

Member Carlisle said it is not the Board's desire to cut programs but to retain programs they feel are important.

President Burns asked Linda to check to see if the information presented by the STA president was accurate, considering each specific item mentioned. The Board went to every school and thanked the teachers. The Board thanked the teachers and classified employees when the Board ratified the agreements. A letter went home to the community thanking all employees for taking salary concessions. Member Bartholomew said it is important to look at each statement made by the STA president and evaluate if they are grounded in fact.

Board members asked about the public comments regarding the health clerk at Cajon Park and if there was anything that could be done to prevent the move. Mrs. Malin said since the staffing formula was implemented, the Cajon Park health clerk position was increased one hour. The Rio Seco health clerk position loses one hour. The Rio Seco health clerk has more seniority and has chosen to bump into the eight hour health clerk position at Cajon Park. Member Bartholomew is concerned this is perceived to be evolving as a cost savings measure when it is actually a bargaining association requirement. He would like Administration to contact the parents who spoke and explain the reason behind the transfers.

Dr. Shaw reported three parents have also contacted the Superintendent and he responded that it is a negotiated matter. Change is difficult and he knows the new health clerk is just as proficient and caring as the current health clerk.

Member Burns said it is unfortunate because it is only a \$4,000 difference. He believes there is such a value with the relationship the health clerks have with parents and students. He would prefer if the change could be avoided. Member Carlisle says the frustration is that the Board does not have the control for what may be best for a site but is bound by employee contracts.

Member Ryan suggested investigating if something could be worked out with the employees to serve the extra hour without transferring. Dr. Shaw will investigate if this would be a possible solution and agreed upon by the employees.

Member Ryan suggested a transition plan be developed where the families can meet their new health clerks, maybe when the families are visiting. Administration will work out a plan for this to occur.

Dr. Shaw updated the Board on the plans for the Salute to Excellence. The program was reviewed. Board members would like to participate in handing out awards.

President Burns mentioned the grass next to the new junior high building at Cajon Park is dead, full of weeds, and looks bad. Because the grass was removed when the building was constructed, there is no longer grass for intermediate grades and up. He would like to see the grass replaced in the future when money becomes available.

President Burns asked Administration to provide the Board with the follow-up chart and Governance Calendar on a regular basis.

J. CLOSED SESSION

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

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

Purpose: Negotiations

Agency Negotiator: Minnie Malin, Assistant Superintendent, Human Resources

Employee Organizations: Classified School Employees Association

2. Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)

3. Public Employee Performance Evaluation

Superintendent

The Board entered closed session at 8:50 p.m.

K. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 9:55 p.m. No action was reported.

L. ADJOURNMENT

The May 18, 2010 regular meeting adjourned at 9:55 p.m.

Allen Carlisle, Clerk

Dr. Patrick Shaw, Secretary

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated travel expenses are \$2,461, plus additional substitute costs of \$630, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.1.
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Board Travel Report - June 1, 2010

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
			(None)					
Thurs-Sat, 03/04/10 - 03/06/10	Kristin Haley Jenny Chonka Cindi Crandall	PD PD PD	Computer Using Educators Conference	Palm Springs	\$210 \$210 \$210	\$397 \$397 \$397	ARRA ARRA ARRA	This technology conference focused on 21st century tools for universal learning and provided an opportunity to network with technology professionals.
Fri-Sat, 06/18/10 - 06/19/10	Kristin Baranski Andy Johnston	Ed Services CFH	Literacy Conference	Salem, OR	\$0 \$0	*\$0 *\$0	*No cost to the District; paid by Developmental Studies	This two-day conference will focus on literacy.
Tuesday - Wednesday, 06/29/10 - 06/30/10	Tammy Rees Colleen Peterson	RS RS	USC Summer Gifted Institute 2010	Los Angeles	\$0 \$0	\$620 \$620	GATE GATE	The focus of this two-day workshop is to further one's expertise in the study of differentiated curriculum and instruction for gifted and advanced learners.

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 #22092 through #22113 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$3,642.68 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

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

Date	Number	Name	Memo	Amount
05/10/10	22092	WAL-MART	LORENE FOSTER CHILDREN'S FUND	\$150.00
05/10/10	22093	SANDRA COE	REIMBURSEMENT- CLASSROOM SUPPLIES	\$328.74
05/10/10	22094	KATHLEEN EMERY	REIMBURSEMENT- CLASSROOM SUPPLIES	\$11.75
05/10/10	22095	DINORA MCCOY	REIMBURSEMENT- MILEAGE	\$57.26
05/10/10	22096	VALERIE SPENCER	REIMBURSEMENT- CLASSROOM SUPPLIES	\$200.70
05/10/10	22097	MICHELLE THOMPSON	REIMBURSEMENT- MILEAGE	\$53.05
05/10/10	22098	CARI WHITE	REIMBURSEMENT- CLASSROOM SUPPLIES	\$200.93
05/10/10	22099	LORI ZURMUHLE	REIMBURSEMENT- CLASSROOM SUPPLIES	\$106.50
05/12/10	22100	WAL-MART	LORENE FOSTER CHILDREN'S FUND	\$150.00
05/12/10	22101	CAROL BARR	REIMBURSEMENT- MILEAGE	\$85.65
05/12/10	22102	TRISHA BEST	REIMBURSEMENT- CLASSROOM SUPPLIES	\$203.03
05/12/10	22103	KATHLEEN GRENFELL	REIMBURSEMENT- MILEAGE	\$101.41
05/12/10	22104	MR. & MRS. JOHNSON	LOST LIBRARY BOOK REFUND	\$7.95
05/12/10	22105	TERRY JOHNSON	REIMBURSEMENT- CLASSROOM SUPPLIES	\$690.98
05/12/10	22106	BOB KULL	REIMBURSEMENT- MILEAGE	\$298.35
05/12/10	22107	TAYLOR MESSERSMITH	REIMBURSEMENT- TB TEST	\$40.00
05/12/10	22108	HOPE MICHEL	REIMBURSEMENT- MILEAGE	\$61.84
05/12/10	22109	RICHARD MITCHELL	REIMBURSEMENT- GARDENING SUPPLIES	\$103.94
05/12/10	22110	STEPHANIE PIERCE	REIMBURSEMENT- MILEAGE	\$116.29
05/12/10	22111	MARLENA SANDERS	REIMBURSEMENT- CLASSROOM SUPPLIES	\$99.31
05/12/10	22112	TRACEY THOMPSON	REIMBURSEMENT- MILEAGE	\$375.00
05/18/10	22113	WAL-MART	LORENE FOSTER CHILDREN'S FUND	\$200.00
Total Checks Written				\$3,642.68
Total to be Reimbursed				\$3,642.68

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Growth and Development in the Arts	\$130.00	Friends of East County Arts Inc.	Carlton Oaks School
	\$130.00		Pride Academy at Prospect Avenue School
Funds to Support the Literacy Program	\$250.00	Wal-Mart	Rio Seco School
TOTAL DONATIONS RECEIVED	\$510.00		

RECOMMENDATION:

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

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The donations above are valued at \$510.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.3.
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Consent Item D.2.4.
Prepared by Karl Christensen
June 1, 2010

Acceptance and Filing of the Costs of Issuance
Statement for 2010 General Obligation Bond
Anticipation Notes of the Santee School District

BACKGROUND:

On February 16, 2010, the Board of Education ("Board") of the Santee School District ("District") adopted Resolution #0910-20 authorizing the issuance and sale of the Santee School District General Obligation Bonds, 2010 General Obligation Bond Anticipation Notes ("Notes"). Within the provisions of the resolution, and pursuant to the requirements of State law, the Board directed that, following the sale and delivery of the Notes (which occurred on May 20, 2010), that the Board would be presented with a statement of the final costs of issuing the Notes. A statement of the final costs of issuing the Notes was prepared in cooperation with the District's finance team. The statement of the final costs of issuing the Notes is attached for the Board to review, accept, and file.

RECOMMENDATION:

It is recommended that the Board of Education review, accept, and file the Costs of Issuance Statement for the Santee School District General Obligation Bonds, 2010 General Obligation Bond Anticipation Notes.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

Santee School District General Obligation Bonds, 2010 General Obligation Bond Anticipation Notes were issued May 20, 2010 in the principal amount of \$11,890,000 with total costs of issuance of \$305,065. The fiscal impact for the Notes supports the \$128.8 million Capital Improvement Program.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.4.
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\$11,890,000
2010 GENERAL OBLIGATION RENEWAL BOND ANTICIPATION NOTES
OF THE SANTEE SCHOOL DISTRICT
(San Diego County, California)

STATEMENT OF COSTS OF ISSUANCE

Principal Amount of the Bond Anticipation Notes: \$11,890,000

Party	Issuance Cost/Service	Amount
Piper Jaffray & Co.	Underwriter's Discount	\$89,175
Dolinka Group, LLC	Financial Consultant	76,000
California Financial Services	State Fund Consultant	25,000
Bowie, Arneson, Wiles & Giannone	Bond Counsel	47,890
Bowie, Arneson, Wiles & Giannone	Bond Counsel Expenses	3,000
Bowie, Arneson, Wiles & Giannone	District Counsel Services	3,000
Orrick, Herrington & Sutcliffe LLP	Disclosure Counsel	36,500
Standard & Poor's	Rating Fee	7,400
U.S. Bank National Association	Trustee Services	2,500
Elabra	Printing	6,500
Grant Thornton LLP	Verification Agent	1,500
Miscellaneous	Contingency	6,600

BACKGROUND:

The Santee Teen Center is a valuable place to engage teenage children in a positive environment. The District and the City are mutually interested in and concerned with the provision of adequate transportation services from schools to the Santee Teen Center. At its November 21, 2006 meeting, the Board of Education approved a Transportation Services Agreement and began providing transportation services in February 2007. Administration has received a renewal request for the transportation services agreement from the City of Santee for the 2010-11 year.

Administration requests approval of revisions to the agreement. Due to the increase in fuel costs over the past year, the Santee Teen Center will pay the District \$9.00 per student, per week (an increase of \$1.00 from the previous amount of \$8.00). The City will also pay a mutually agreed upon rate, not to exceed the published field trip price or \$58.50 per hour, for field trips.

Administration has discussed this fee increase with the Santee Teen Center, and they have agreed to the terms.

RECOMMENDATION:

It is recommended that the Board of Education approve the revised transportation agreement to increase fees for District-provided transportation services to the Santee Teen Center. All other terms of the agreement remain in place.

This recommendation supports the following District goal:

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

FISCAL SERVICES:

The revenue generated by the District will be determined by the number of students participating and the number of field trips scheduled, and will be used to cover the cost to the District for this service. It is estimated that revenue of \$5,800 will be generated.

STUDENT ACHIEVEMENT IMPACT:

This is a safety item. Safe environments foster student character and personal well-being which could impact student achievement in a positive manner.

Motion:		Second:		Vote:		Agenda Item D.2.5.
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**TRANSPORTATION SERVICES BETWEEN THE
SANTEE SCHOOL DISTRICT AND THE CITY OF SANTEE**

AGREEMENT

THIS AGREEMENT is entered into between the Santee School District of Santee, California, hereinafter called "District" and the City of Santee, California, hereinafter called "City."

WITNESSETH

WHEREAS, the District and the City are mutually interested in and concerned with the provision of adequate transportation services from schools to the Santee Teen Center, and

WHEREAS, the District and the City are mutually interested in providing transportation services for Santee recreation programs, and

WHEREAS, the District has personnel, equipment, and other required facilities under its jurisdiction suitable for transportation services within their resources,

NOW THEREFORE, it is hereby mutually agreed as follows:

A. INSURANCE AND INDEMNITY:

The District shall provide proof of Comprehensive General Liability insurance with limits no less than \$2,000,000 per occurrence / \$2,000,000 aggregate, for bodily injury, personal injury, and property damage; Commercial Automobile Liability insurance (any auto) with limits of \$1,000,000 per accident for bodily injury and property damage; Employer's Liability insurance with limits of \$1,000,000 per accident for injury or disease; and Workers' Compensation insurance as required by the State of California. The District will name the City and all of its officers, employees, volunteers, and agents as additional insured on all liability policies, for the term of the agreement.

The District shall indemnify, defend, and hold harmless the City, its officers, employees, volunteers, and agents against any and all claims, damages, liability, loss or injury to persons and property, cost or expenses, including attorney fees, resulting from the willful acts or sole negligence of the District or its officers, employees, or agents. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the District.

B. DISPUTE RESOLUTION:

Any disputes concerning terms and conditions of this Agreement or performance thereunder shall be settled by mutual desire of both parties, through amicable negotiations within ninety (90) days. In the event that amicable negotiation does not produce mutually agreeable results, the parties agree to submit the dispute to arbitration. The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration by either party. If there is no agreement, an arbitrator will be selected under the rules of the American Arbitration Association, upon written request of either party.

C. TERMS AND CONDITIONS REGARDING TRANSPORTATION SERVICES FOR THE CITY OF SANTEE:

1. The District shall provide transportation to the City of Santee as provided on Attachments A and B, in accordance with applicable State Laws and Regulation.

a. City shall provide District with reasonable prior notice of any change in the City's needs for transportation services under this Agreement, including any change in scheduling or pick-up locations. Notice shall be provided to:

Debbie Griffin, Director
Transportation Department.
Santee School District
9625 Cuyamaca Street
Santee, CA 92071

District shall make reasonable efforts to accommodate changes in the City's needs once it receives notice pursuant to this Subsection. Cancellation of transportation services may be effected according to Subsection D of this Agreement.

b. The District shall provide transportation to locations within County boundaries and locations mutually agreed to by the District and City.

2. The District shall submit to the City, a bill for the transportation service on a monthly basis.

Accounts Payable
City of Santee
10601 Magnolia Avenue
Santee, CA 92071

**ATTACHMENT A
TEEN CENTER**

1. The District shall provide transportation to the City of Santee Teen Center, located at, 9310 Fanita Parkway Santee, from the following school sites.

Cajon Park	Carlton Hills	Carlton Oaks
Chet F Harritt	Hill Creek	Pepper Drive
Prospect Avenue	Rio Seco	

2. Scheduled pick-up times will be set by mutual agreement of the Parties in August 2010. City of Santee will be notified of any time changes twenty-four (24) hours prior to the change. The District will provide notice to:

Aliah Lieras, Recreation Program Supervisor
Community Services Department
City of Santee
10601 Magnolia Avenue
Santee, CA 92071
(619) 258-4100 ext. 120
alieras@ci.santee.ca.us

3. The City shall be responsible for the following:
 - a. Providing to the District a monthly roster of students participating in the program.
 - b. Producing and providing bus passes for all students participating in this program.

Students participating in this program are subject to the Bus Rules and Regulations (Attachment C) while riding the bus.

**ATTACHMENT B
RECREATION PROGRAMS**

- A. The District shall provide transportation for recreation program field trips to the City of Santee from various City facilities to various locations within the County of San Diego as mutually agreed.

- B. Scheduled pick-up times will be set by mutual agreement of the Parties. City of Santee will be notified of any time changes twenty-four (24) hours prior to the change. The District will provide notice to:

Anne Morrison, Recreation Program Supervisor
Community Services Department
City of Santee
10601 Magnolia Avenue
Santee, CA 92071
(619) 258-4100 ext. 258
amorrison@ci.santee.ca.us

ATTACHMENT C

SANTEE SCHOOL DISTRICT BUS RULES AND REGULATIONS

To make our transportation system as safe as possible, it is mandatory for all students to comply with the following rules and regulations that were established by the Santee School District Board according to State regulations. The parent or guardian will be held responsible for the cost of repair or replacement of any damaged to district property, plus any reward offered for information leading to the identification of the student or person that caused the damage.

Please discuss the following basic rules concerning school bus behavior with your child so that they may cooperate in providing a safe ride for all:

1. Only normal conversation is allowed in the bus. Rude, discourteous and annoying conduct is prohibited at all times.
2. Everyone is to keep all parts of their body inside the vehicle.
3. Students are to **remain seated** while the bus is in motion. The aisles are to remain clear and everyone is to face forward while sitting in the seats.
4. Preparation for boarding and departing from the bus will take place **after** the bus has come to a complete stop **and the door is opened**.
5. Emergency doors are to be used only for intended purposes. Students must keep their hands off emergency equipment as this is to be used in case of an accident or emergency.
6. Physical contact such as slapping, hitting poking, shoving, pulling hair, etc. in the bus or while at the bus stop is unacceptable.
7. To avoid accidents, **NO** glass articles, of any kind are allowed on the bus.
8. To prevent distracting the driver, live animals reptiles or insects of any kind are prohibited.
9. All students who must cross the street on which the bus is stopped, must cross in front of the bus with the bus driver.
10. Eating, drinking, and chewing gum is not permitted on the bus.
11. All students will refrain from using profane language, vulgar gestures, taunting and teasing.
12. Damage or defacing to the bus is prohibited. Objects are not to be thrown in, out of or at the bus.
13. Students must not tamper with bus controls at any time.
14. Spitting is prohibited at all times.
15. Students are to ride the bus to their designated bus stop only.
16. Students are to give accurate identification when requested by the driver.
17. Tobacco, lighters, and/or matches are not allowed on the bus.
18. Any behavior that endangers the life or limb of riders or the driver, or that creates an unsafe condition will not be tolerated.
19. The bus driver is in charge of the bus and all students will show proper respect to the driver of the bus.

3. The City shall pay the District on a monthly basis as follows:

Teen Center:

\$9.00 per student per week. The City shall provide the District with a weekly roster of students eligible to utilize the transportation program. The deadline for the City to submit weekly roster to the District will be agreed upon by both parties. The District shall provide the City with an invoice based on the roster submitted by the City.

Recreation Programs:

City shall pay the District on a per trip basis for field trips. Each trip will be at a mutually agreed upon cost not to exceed the published field trip price of \$58.50 per hour. The City shall submit payment to the District within 15 business days after receipt of the invoice.


4. District shall provide the same level of service and shall abide by all rules and regulations applicable to the District's normal operation of District school buses in the operation of the transportation services provided to the City under the terms of this Agreement.

D. GENERAL PROVISIONS:

This Agreement may be modified by the parties at any time by written agreement, executed by an authorized agent of each party. It is understood that all fees for service included in this agreement may be adjusted annually for inflation by written agreement of the parties.

The employees and other agents of the District are not the employees of the City. The term of this agreement shall be from July 1, 2010 through June 30, 2011; however, either party may terminate the same at any time upon thirty (30) days notice in writing.

City of Santee



Keith Till 4/29/10
City Manager Date

Approved As To Form



City Attorney

Santee School District

Karl Christensen Date
Assistant Superintendent
Business Services

Approved by the Board of Education

On the _____ day of _____ 2010.
Santee School District
9625 Cuyamaca Street
Santee, CA 92071-2674

BACKGROUND:

At certain times of the year, because of the State’s reliance on apportionment deferrals and other timing circumstances, it becomes necessary for some funds to temporarily borrow monies from other funds to pay bills. These temporary loans are known as “Due To/Due From” accounts. These account transfers must conform with Education Code Section 42603 which states “The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations.” In order to comply with adopted procedures by the San Diego County Office of Education, the Santee School District Board of Education must annually adopt a resolution to allow for Temporary Interfund Transfers of Special or Restricted Funds. This resolution approves all such transfers as needed to close the books for fiscal year 2009-10 and incorporates any transfers needed for the 2010-11 fiscal year.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution #0910-48, “Resolution to Establish Temporary Interfund Transfers of Special or Restricted Fund Moneys” (Due To/Due From), as required for the 2009-10 year-end closing process and 2010-11 fiscal year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Resolution #0910-48 will allow temporary interfund transfers of special or restricted fund moneys (due to/due from) as required for the 2009-10 year-end closing process and 2010-11 fiscal year. This resolution approves all such transfers as needed to close the books for fiscal year 2009-10 and incorporates any transfers needed for the 2010-11 fiscal year. The anticipated fiscal amount of the transfers is not to exceed \$5,000,000.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.6.
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SANTEE SCHOOL DISTRICT)
)
Resolution to Establish Temporary)
Interfund Transfers of Special or)
Restricted Fund Moneys (Due To/)
Due From Accounts))
)
Resolution #0910-48)

On Motion of Member _____, seconded by Member _____,
the following resolution is hereby adopted:

WHEREAS, the Governing Board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603, and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final one hundred twenty (120) calendar days of a fiscal year,

THEREFORE, BE IT RESOLVED that the Board of Education of the Santee School District in accordance with the provisions of the Education Code Section 42603 adopts the following authorization for fiscal year 2010-11 to temporarily transfer funds not to exceed \$5,000,000 between the following funds provided that all transfers are approved by the Superintendent or designee:

- General Fund (03/06)
- Child Development (12)
- Cafeteria (13)
- Deferred Maintenance (14)
- Special Reserve (17)
- Other Building Fund (21)
- Capital Facilities (25)
- State School Building (30)

PASSED AND ADOPTED by the Board of the Santee School District at Santee, California, on the 1st day of June, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Allen Carlisle, Clerk of the Board of the Santee School District of Santee, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said board at the regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said board.

Clerk of the Board

BACKGROUND:

During the Chet F. Harritt Ball Field project planning, the District submitted plans to the City of Santee for improvements to Mesa Road. The plan check process was placed on hold while waiting for City ordinances to be changed to allow diagonal parking on Mesa Road. In order to complete the plan check for the offsite improvements associated with the completion of the project, including diagonal parking on Mesa Road, the City plan check fees require approval.

RECOMMENDATION:

It is recommended that the Board of Education approve the estimated plan check fees and costs for the Mesa Road improvements, including a diagonal parking plan, needed for the Chet F. Harritt Ball Field project.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

Plan check completion costs needed on account with the City is estimated at \$6,500 and will be funded through the Capital Improvement Program budget.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.1.
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Consent Item D.4.1. Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children's Hospital, San Diego

Prepared by Kristin Baranski
June 1, 2010

BACKGROUND:

State law requires that school districts conduct vision and colorblindness, hearing, and scoliosis screenings of all students at specified grade levels. For the last few years, the District has contracted Rady Children's Hospital, San Diego to perform this screening service. The current agreement with the Hospital ends on June 30, 2010. The District receives excellent service from the Hospital.

Rady Children's Hospital staff performs approximately 4800 mandated vision and hearing screenings annually. They also provide an additional 100 hours for vision and hearing rescreening and scoliosis screenings. Current District nursing staff would be unable to conduct this volume of mandated student health screenings in addition to their current District duties.

It has previously been determined that Rady Children's Hospital is the only organization interested and capable of providing this service.

RECOMMENDATION:

Administration recommends that the Board of Education approve the Agreement with Rady Children's Hospital for conducting mandated, student health screenings for the 2010-11 school year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Cost per student per screening, as indicated in attached agreement, is charged to the General Fund. The maximum annual cost will depend on the actual number of students screened. In 2009-2010, the service cost was \$16,236.13. It is anticipated that the cost for 2010-2011 will be \$17,560.00.

STUDENT ACHIEVEMENT IMPACT:

Students must be healthy to learn optimally. This program helps assure that student health problems are identified early and appropriate referrals are communicated to parents and medical professionals.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

Santee School District
2010-2011 School Screening Services Rates

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$2.40
Initial screening of vision:	\$2.40
Initial screening of color perception:	\$2.40
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$60.40
Scoliosis initial and rescreens/Hourly rate-per screener:	\$60.40
Initial screening or retest of hearing or vision for difficult to test students:	\$60.40
School Nurse Hourly Rate (special education, etc.):	\$60.40

**All rates are per screening unless otherwise indicated.*

Rady Children’s Hospital – San Diego (“Children’s”) will provide:

- Assurance that all personnel who provide the screening services have the necessary licensure and credentials, annual TB screening, and clearance of a criminal background check
- Equipment necessary for testing, including disposable eye covers for vision screening.
- Documentation of results on A – Z class lists and a complete tally for each screening date in a format that can be translated for state reports.
- Staff to provide rescreens for students that fail initial screening.
- Monthly invoicing that includes itemization of screenings provided. Payment is due within thirty (30) days of receipt of the invoice.

Santee School District (“District”) will provide:

- The start time for each school in the district.
- The number of students enrolled in each grade to be screened at each school.
- The schedule for the students for each day of screening.
- **A – Z class lists** for **each** screener on the day of screening.
- **Adequate and appropriate space** for the screenings.
- Tables, chairs, and easy access to electrical outlets.
- **Appropriate individuals** to assist with the supervision of students being brought to the screening, during the screening, and return to class.

Compliance with Laws Governing Confidentiality and Privacy. DISTRICT acknowledges that CHILDREN'S is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA") and regulations promulgated thereunder ("HIPAA Regulations"). CHILDREN'S and DISTRICT shall use reasonable efforts to preserve the confidentiality of Protected Health Information, as that term is defined by HIPAA Regulations. DISTRICT acknowledges and agrees that CHILDREN'S is permitted to use and disclose such information to the extent that such use and disclosure is required or permitted by HIPAA, HIPAA Regulations and applicable state laws. DISTRICT and CHILDREN'S shall amend this Agreement as necessary to comply with any amendments to such laws or regulations and to comply with any regulations promulgated pursuant to such laws.

Liability. The parties shall indemnify, defend, and hold each other harmless against any loss, cost, damage, liability, action, claims, cause of action, allegation, order, judgment, settlement, obligation or expense (including court costs, attorney's and consultant's fees) incurred by a party because of the negligent and/or unintentional acts or omissions of the other party, its employees, agents, and/or representatives.

Consent Item D.4.2

Approval of Medi-Cal Administrative (MAA) Service Agreement with Paradigm HealthCare Services

Prepared by Kristin Baranski
June 1, 2010

BACKGROUND:

The District contracts with Paradigm HealthCare Services to provide training and claim filing support for Medi-Cal Administration (MAA) services. The term for this agreement is effective from July 1, 2010 through June 30, 2013. Paradigm HealthCare Services will charge the District at a fixed amount per staff position who participates in the MAA time study process. The funding generated from MAA has declined from \$59,806 in 2006-07 to \$48,964 in 2009-10.

RECOMMENDATION:

Administration recommends the Board of Education approve the agreement with Paradigm HealthCare Services for MAA program support services for the term of July 1, 2010 through June 30, 2013.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The total annual fees for MAA billing services under this agreement for each fiscal quarter will be equal to \$112.50 multiplied by the sum of (i) the number of Time Survey participants claimed and (ii) the number of individuals identified as a direct charge in LEA's MAA invoice for that fiscal quarter. The annual fees for billing services will be paid from the MAA account.

STUDENT ACHIEVEMENT:

This is a fiscal item. All revenue generated supports student achievement in the District.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.



SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2010 between Paradigm HealthCare Services, LLC, a California Corporation doing business as Paradigm HealthCare Services (“**Paradigm**”) and Santee Elementary School District, a Local Education Agency (“**LEA**”).

RECITALS

Paradigm is engaged in the business of providing healthcare billing services to school districts, County offices of education, and local education consortia within the state of California.

LEA is a school district or other association of schools comprising a Local Education Agency. LEA desires to retain Paradigm, and Paradigm desires to be retained by LEA, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

LEA hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2013 (“Initial Term”). Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm MAA Services.*

a. **MAA Operational Plan.** Paradigm will assist LEA with the development and submission to the Lead County or Regional Agency (as defined by the DHCS, such as a Local Government Agency or Local Education Consortium) of a MAA Operational Plan encompassing each claiming unit (e.g. Nursing, Healthy Start) in accordance with the DHCS MAA Operational Plan instructions. LEA will have final authority to approve such MAA Operational Plan prepared by Paradigm before submission to the Lead County or Regional Agency.

b. **Eligibility.** Using its proprietary algorithms and know-how, Paradigm will determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments upon commencement of MAA Billing Services and quarterly thereafter. Eligibility match information will be retained by Paradigm and will be used solely to provide Services hereunder.

c. **Training.** Paradigm will provide key staff, which have been mutually agreed upon by Paradigm and LEA, with the appropriate training, knowledge and skill to adequately complete time surveys and understand program activity codes.

d. **Documentation for Claim Submission.** Paradigm will assist LEA in the calculation of transportation direct charge rates, provided that LEA supplies Paradigm with the information necessary to make such calculations in accordance with the claim guidelines as expressed in the MAA Operational Plan (as approved by DHCS). LEA will have final approval of the MAA claim submissions prepared by Paradigm.

e. **Agency Coordination.** Paradigm will coordinate the submittal of MAA Operational Plan and claims to the County or Regional MAA Coordinator and provide information requested by regional, State and federal agencies as related to the MAA Operational Plan and claims submitted thereunder.

4. *LEA's MAA Obligations.*

a. **MAA Operational Plan.** LEA will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. LEA will designate individuals to serve as Paradigm contacts for the collection of such information.

b. **Training.** LEA will ensure that appropriate personnel attend training and are trained to complete the annual time survey as selected by the State using form DHCS 7094.

c. **DHCS required Time Survey.** If consistent with LEA's MAA Operational Plan, LEA will submit to Paradigm each time survey that is required by DHCS for each participant on a quarterly basis or other time frame requirement as selected by the State using DHCS approved documentation. All time surveys will be submitted to Paradigm no later than thirty (30) days after the end of the month in which the time survey was completed.

d. **Transportation Documentation.** If consistent with LEA's MAA Operational Plan, LEA will provide Paradigm with an annual list in writing or in a computer file in a format specified by Paradigm of all students receiving non-healthcare transportation who have said transportation designated in their Individual Education Program or Individual Health and Support Plan. Transportation documentation must be submitted to Paradigm no later than thirty (30) days after the end of the first quarter of the school year.

e. **MAA Claim Submittal.** LEA will submit to Paradigm all elements needed to complete the detailed MAA Claim form for the provider unit that undertook the activities for which reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the claim is to be submitted.

f. **Compliance.** LEA will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

g. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), LEA will provide Paradigm with a computer file in a

format specified by Paradigm of all student data requested by Paradigm from LEA's computer systems or from the computer systems of the individual schools LEA comprises.

5. *Additional LEA Obligations.*

In addition to the specific obligations set forth above, LEA will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

6. *Fees and Payment Terms.*

a. **Fees For MAA Billing Services.** The MAA Billing Services fee applicable to each fiscal quarter during the Term of the Agreement will be equal to \$112.50 multiplied by the sum of: (i) the number of Time Survey participants claimed on LEA's MAA Invoice for that fiscal quarter and (ii) the number of individuals identified as a direct charge in LEA's MAA Invoice for that fiscal quarter. Paradigm will invoice LEA quarterly based on MAA payments received by LEA from DHCS.

b. **Late Fees.** LEA will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of LEA (excluding taxes on Paradigm's gross income).

c. **Substitution of Alternative Fee Terms.** In the event that the foregoing fee arrangements or any part thereof is or becomes inconsistent with applicable state or federal law, regulation, or court order, Paradigm may, in its sole discretion, and on thirty (30) days written notice, substitute a new fee arrangement. Provided however, such substitute fee arrangements shall not increase the total amount LEA would otherwise have been required to pay Paradigm for services under this Agreement.

7. *Protection of Confidential Information.*

a. **Definition.** "Confidential Information" shall mean all information disclosed by either party to the other that, at the time of first disclosure: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. LEA Confidential information shall include without limitation all LEA student healthcare data and shall exclude any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure, or is rightfully received or independently developed by Paradigm after disclosure. Paradigm's Confidential Information shall include without limitation all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, and know-how related to making eligibility determinations, and data and results derived from the foregoing.

b. **Protection of Confidential Information.** Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors providing such employees and independent contractors have a need to know such Confidential Information for purposes of fulfilling the party's obligations hereunder, have been informed of the confidentiality provisions of this Agreement, and have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

c. **Direct Control By LEA.** The parties acknowledge that, notwithstanding any other provision of this Agreement, LEA has taken reasonable and appropriate steps to ensure that Paradigm's practices with respect to confidential student information comply with FERPA requirements and LEA remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement.

d. **Lawful Disclosure.** This Section shall not be construed as prohibiting either party from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

e. **Continuing Obligations.** The obligations contained in this Section shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

8. *Accuracy of Information.*

a. **LEA Efforts.** LEA shall use its best efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. LEA assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness and accuracy of all information supplied to Paradigm.

b. **Paradigm Efforts.**

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on LEA's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. LEA acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. LEA's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and LEA shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by LEA or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) LEA acknowledges that Paradigm is not providing LEA with legal, medical or healthcare information or services and that any forms, software, and other materials supplied to LEA hereunder are not intended to provide legal, medical, or healthcare advice.

9. *Limitation of Liability.*

In no event shall Paradigm be liable to LEA for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in

contract, tort, or other form of action. In the event LEA elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of LEA from participation in the LEA Billing Option or for any resulting disallowance of LEA claims. In no event shall Paradigm's total liability for damages to LEA arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the six (6) month period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action or amount of the alleged losses.

10. *Licenses and Permits.*

LEA represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) LEA will maintain such licenses in full force and effect during the term and all renewal terms of this Agreement; and (c) LEA has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

11. *Indemnification.*

LEA shall defend, indemnify and hold harmless Paradigm, its officers, directors, employees, agents and shareholders against and from any all claims, demands, losses, obligations, proceedings, debts, damages, causes of action, liability, costs and expenses (including reasonable attorney's fees and costs), whether accrued or paid, arising directly or indirectly from, or relating to any of LEA's actions arising out of this Agreement or any request for reimbursement submitted by Paradigm on behalf of LEA under this Agreement including without limitation: (a) breach of any provisions of this Agreement by LEA; (b) failure of LEA or its healthcare providers to provide the healthcare services for which reimbursement is sought; (c) failure of LEA or its employees, agents, or independent contractors to provide healthcare and related services according to professional standards; (d) inaccuracy in the LEA's Confidential Information; or (e) failure of LEA or its employees, agents, or independent contractors to obtain or maintain in good standing any licenses, permits or registrations required to render the healthcare and related services for which reimbursement is sought. These obligations shall survive expiration or termination of this Agreement for any reason.

12. *Termination.*

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. **Without Cause.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

c. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: (1) Paradigm shall submit for reimbursement and shall be entitled to receive payment pursuant to this Agreement for all claims arising from healthcare services provided by LEA during the Term of this Agreement, provided that such claims are documented and submitted to Paradigm for reimbursement within six (6) months after the earlier of expiration or termination of this Agreement; (2) all fees LEA owes to Paradigm shall immediately become due and payable; (3) LEA shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify

to Paradigm its compliance with this provision; and (4) except as otherwise set forth herein, all definitions, the parties' rights and obligations with respect to this Agreement (other than the "Payments" and "Parties' Efforts" Sections) and all other provisions that by their nature should survive, shall survive.

13. *Paradigm Proprietary Rights.*

LEA acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above) and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of the Services shall give LEA any ownership interest in or license to any of Paradigm's intellectual or other property.

14. *Miscellaneous.*

a. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received.

b. **Relationship.** It is intended that the relationship of Paradigm to LEA shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

c. **Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

d. **Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. **Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of the American Arbitration Association in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by AAA from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys fees and costs.

f. **Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and

accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. **Entire Agreement; Amendment.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written, relating to its contents. There are no agreements, understandings, restrictions, representations or warranties other than those set forth in this Agreement. This Agreement may be amended only by an instrument in writing signed by all parties.

i. **Assignment.** LEA shall not assign or transfer this Agreement without the consent of Paradigm, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by LEA.

k. **Counterparts.** This Agreement may be executed in any number of faxed or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:
PARADIGM HEALTHCARE SERVICES, LLC

LEA:
SANTEE ELEMENTARY SCHOOL DISTRICT

By: Constance Laflamme

By: _____

Print Name: Constance Laflamme

Print Name: _____

Title: Executive Director

Title: _____

Date: 3/25/2010

Date: _____

Address:

Address: _____

Attn: Constance Laflamme

311 California Street, Suite 200

San Francisco, California 94104

Phone: (415) 616-0920

Phone: (____) _____ - _____

Fax: (415) 616-0910

Fax: (____) _____ - _____

Consent Item D.4.3. Approval of Medi-Cal Administrative Activities (MAA)
Agreement with Orange County Department of Education
Prepared by Kristin Baranski
June 1, 2010

BACKGROUND:

This support services agreement for the Medi-Cal Administrative Activities (MAA) 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 a LEC for the MAA program. The LEC also contracts with Paradigm Health Services to provide school districts with training and paperwork support. The term for this agreement is July 1, 2010 through June 30, 2011.

RECOMMENDATION:

Administration recommends the Board of Education approve the agreement with the Orange County Department of Education for MAA program support services.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

A fee is charged equal to 5% per quarterly claim. The District received \$48,964 from 2009-10 MAA program activities.

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.4.3.

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

5 This AGREEMENT is hereby entered into this 10th day of May,
6 2010, 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, 9619
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
15 with the California State Department of Health Care Services,
16 hereinafter referred to as STATE, which is incorporated herein by
17 this reference, to serve as the Local Educational Consortium (LEC)
18 for 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
21 to represent school districts and county offices located in Region
22 9, hereinafter referred to as LEA (Local Education Agency) to
23 administer Medi-Cal Administrative Activities (MAA) as described in
24 the California Welfare and Institutions Code, Section 14132.47(c)
25 (1); and

WHEREAS, the goal of the Medi-Cal Administrative
Activities (MAA) 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 Medi-Cal Administrative
6 Activities and wishes to participate in the Medi-Cal Administrative
7 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, 2010, and ending on June 30, 2011,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT .

13 a. Certify to the STATE the amount of DISTRICT'S general
14 funds or any other funds allowed under federal law and
15 regulation expended on the allowable "Program
16 activities".

17 b. Certify to the STATE the availability and expenditure of
18 one hundred percent (100%) of the non-federal cost of
19 performing Program activities.

20 c. Certify to the STATE that DISTRICT expenditures
21 represent costs that are eligible for federal financial
22 participation for that fiscal year.

23 d. Act as liaison between STATE and DISTRICT.

24 e. Represent DISTRICT'S issues, concerns, and questions at
25 scheduled statewide LEC Committee meetings and MAA
Program work groups.

- 1 f. As mandated by STATE, attend STATE trainings.
- 2 g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings
3 and trainings.
- 4 h. On behalf of STATE, provide STATE approved training
5 materials and updates to DISTRICT.
- 6 i. On behalf of STATE, provide Program technical
7 assistance.
- 8 j. Review time survey trainings conducted by or for the
9 DISTRICT.
- 10 k. Review DISTRICT'S quarterly time survey forms for
11 accuracy and completeness and request corrections if
12 necessary.
- 13 l. Review DISTRICT'S quarterly invoice documents for
14 accuracy and completeness and request corrections if
15 necessary.
- 16 m. Review corrected documents for compliance with rules and
17 regulations related to time surveys and fiscal reports;
18 work with DISTRICT to resolve any outstanding matters
19 that prevent SUPERINTENDENT'S certification of claim.
- 20 n. Provide DISTRICT with statewide Local Educational
21 Consortium (LEC) Committee MAA LEA Appeals Process
22 information upon request.
- 23 o. Review and submit the detailed quarterly invoice with
24 Claiming Unit Functions Grid to the STATE on behalf of
25 the DISTRICT and convey to the DISTRICT by warrant all
funds received on behalf of DISTRICT from the STATE less

1 any amount due the SUPERINTENDENT as defined in Section
2 5.0 of this AGREEMENT. No funds will be conveyed to
3 DISTRICT for invoices that have been disallowed by the
4 STATE.

- 5 p. Monitor compliance of DISTRICT with all Federal, State,
6 and SUPERINTENDENT'S PROGRAM requirements.
- 7 q. Review DISTRICT'S Operational Plan Audit/File at least
8 once every three (3) years.
- 9 r. Designate an employee to act as liaison to DISTRICT
10 regarding issues relating to this AGREEMENT.

11 3.0 RESPONSIBILITIES OF DISTRICT.

- 12 a. Assess MAA claiming potential within the DISTRICT and
13 determine which staff will participate in the time
14 survey and what direct charges, if applicable, will be
15 claimed.
- 16 b. Certify to the SUPERINTENDENT and STATE the amount of
17 DISTRICT'S general funds or any other funds allowed
18 under Federal law and regulations expended on the
19 allowable "Program activities".
- 20 c. Comply fully with all Title XIX Federal, State, and
21 SUPERINTENDENT'S Program requirements.
- 22 d. Certify to SUPERINTENDENT and STATE the availability and
23 expenditure, from allowable non-federal funding sources,
24 of one hundred percent (100%) of the cost of performing
25 Program activities.

- 1 e. Certify to SUPERINTENDENT and STATE expenditures
2 represent costs that are eligible for federal financial
3 participation for that fiscal year.
- 4 f. If subcontracting for Program coordination and training,
5 provide SUPERINTENDENT with a copy of the DISTRICT'S
6 contract with vendor.
- 7 g. Ensure that DISTRICT'S designated MAA Coordinator
8 attends quarterly Region 9 LEC MAA Coordinators
9 trainings and meetings.
- 10 h. Adhere to timelines established by the STATE and
11 SUPERINTENDENT for completion of Program documentation
12 (e.g., Program invoices, time surveys, reports, etc.).
13 Respond in a timely manner to all STATE and
14 SUPERINTENDENT requests for information and
15 documentation.
- 16 i. Respond to SUPERINTENDENT reviews with information and
17 corrected documents upon request.
- 18 j. Work with SUPERINTENDENT to resolve any outstanding
19 matters.
- 20 k. Appeal SUPERINTENDENT decision through the statewide
21 Local Educational Consortium (LEC) Committee MAA LEA
22 Appeals Process if necessary.
- 23 l. Conduct time survey trainings for all DISTRICT survey
24 participants.
- 25 m. Complete time studies, as required by the Centers for
Medicare and Medicaid Services (CMS), to determine the

1 amount of paid time spent on Program claimable
2 activities.

3 n. Ensure that MAA Time Survey forms are properly
4 administered according to Federal, STATE, and
5 SUPERINTENDENT requirements.

6 o. Ensure that Time Surveys needing correction are
7 corrected prior to inclusion in the MAA quarterly
8 invoice.

9 p. Provide SUPERINTENDENT with copies of completed
10 quarterly Time Survey forms upon request.

11 q. Develop and maintain an Operational Plan/Audit File to
12 include at a minimum the following:

- 13 • Training materials and original attendance
14 sheets
- 15 • Original Time Survey forms and other Time
16 Survey documentation, including validation of
17 time survey participant attendance for the time
18 survey period
- 19 • Time certification and supporting documentation
20 for direct charge staff
- 21 • Claiming Unit Functions Grids
- 22 • Position Descriptions/Duty Statements
- 23 • Medi-Cal Percentage documentation
- 24 • Invoice documents and supporting documentation.
- 25 • Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation

23 r. Prepare and certify school-based MAA Invoice and
24 Claiming Unit Functions Grid in conformance with STATE
25 requirements.

- 1 s. Submit quarterly claim to SUPERINTENDENT within twelve
2 (12) months following the end of the quarter.
- 3 t. Provide SUPERINTENDENT with copies of MAA invoice
4 supporting documentation upon request.
- 5 u. Maintain Program claim documentation for a period of not
6 less than three (3) years after the quarterly invoice
7 payment is received. If an audit is in progress, all
8 records relevant to the audit shall be retained until
9 completion of the audit or final resolution, whichever
10 is later. Such documentation shall be subject, at all
11 reasonable times, to inspection and/or audit by the CMS
12 or other Federal agencies, STATE, and/or SUPERINTENDENT.
- 13 v. In the event an Invoice/Claiming Unit Functions Grid is
14 revised or is disallowed by STATE, agree to reimburse
15 SUPERINTENDENT within thirty (30) days of receipt of an
16 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
17 payment to the STATE for DISTRICT'S revised or
18 disallowed Invoice/Claiming Unit Functions Grid.
- 19 w. Ensure no duplicative billings.
- 20 x. Hold SUPERINTENDENT harmless from any federal
21 disallowance of MAA claim payments made to DISTRICT by
22 the STATE.
- 23 y. Designate an employee to act as a liaison with
24 SUPERINTENDENT to provide DISTRICT specific information
25 relative to MAA Program administration and fiscal
issues.

1 z. Complete and return with the fully executed AGREEMENT,
2 SUPERINTENDENT'S Medi-Cal Administrative Activities
3 (MAA) District Information 2010/2011 form, Exhibit "A",
4 attached hereto and incorporated by reference herein.

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

15 5.0 FEE SCHEDULE.

16 A. Annual STATE Participation Fee. SUPERINTENDENT will be
17 responsible for DISTRICT share of the STATE Participation Fee, which
18 is based on the STATE'S cost for administering the MAA claiming
19 process. In the event that the STATE costs for the 2010/2011 fiscal
20 year exceed the amount of the STATE costs for the 2009/2010 fiscal
21 year contracted with SUPERINTENDENT, SUPERINTENDENT will reduce
22 DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S share of
23 the STATE Participation Fee increase.

24 B. SUPERINTENDENT'S Administrative Support Fees. After
25 SUPERINTENDENT has received reimbursement from the STATE for
DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to

1 DISTRICT an amount equal to the Federal share of cost received as
2 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a
3 five percent (5%) fee per quarterly claim which will be used to
4 support SUPERINTENDENT'S MAA administration.

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

16 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
17 this AGREEMENT, shall be and act as an independent contractor.
18 SUPERINTENDENT understands and agrees that he/she and all of his/her
19 employees shall not be considered officers, employees or agents of
20 the DISTRICT, and are not entitled to benefits of any kind or nature
21 normally provided employees of the DISTRICT and/or to which
22 DISTRICT'S employees are normally entitled, including, but not
23 limited to, State Unemployment Compensation or Workers'
24 Compensation. SUPERINTENDENT assumes full responsibility for the
25 acts and/or omissions of his/her employees or agents as they relate
to the services to be provided under this AGREEMENT. SUPERINTENDENT

1 shall assume full responsibility for payment of all federal, state
2 and local taxes or contributions, including unemployment insurance,
3 social security and income taxes with respect to SUPERINTENDENT'S
4 employees.

5 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
6 enforce appropriate discipline and good order among its employees
7 and shall not knowingly employ any unfit person or anyone not
8 skilled in providing the services required under this AGREEMENT.
9 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S
10 opinion, is incompetent, unfit, intemperate, troublesome or
11 otherwise undesirable shall be excluded from providing services
12 under this AGREEMENT and shall not again provide services except
13 with written consent of DISTRICT.

14 8.0 COPYRIGHT.

15 A. DISTRICT understands and agrees that all forms, plans, and
16 related instructional materials developed by SUPERINTENDENT or
17 DISTRICT under this AGREEMENT shall become the exclusive property of
18 Department of Health Care Services. The Department of Health Care
19 Services shall have all right, title and interest in said matters,
20 including the right to secure and maintain the copyright, trademark
21 and/or patent all forms and related instructional materials
22 developed under this AGREEMENT.

23 9.0 HOLD HARMLESS.

24 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
25 harmless DISTRICT, its Governing Board, and its officers, agents,
and employees from liability and claims of liability for bodily

1 injury, personal injury, sickness, disease, or death of any person
2 or persons, or damage to any property, real, personal, tangible or
3 intangible, arising out of the negligent acts or omissions of
4 employees, agents or officers of SUPERINTENDENT or the Orange County
5 Board of Education during the term of this AGREEMENT.

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

14 10.0 CONFIDENTIALITY.

15 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality
16 of their respective records and information, governing the
17 confidentiality of client or student information for Medi-Cal
18 clients served under this AGREEMENT. Applicable laws include, but
19 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
20 431.300, Welfare and Institutions Code, Section 14100.2 and 22
21 California Code of Regulations Section 51009 and all applicable
22 federal and/or state laws or regulations as each may now exist or be
23 hereafter amended. The confidentiality obligations contained in
24 this section shall survive termination of this AGREEMENT.

25 B. DISTRICT understands and agrees to take all reasonable
steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S

1 agents' proprietary data provided for purposes of this AGREEMENT
2 hereinafter defined as; data file specifications, related
3 instructions, management reports, training materials, plans or other
4 information relating to the performance of SUPERINTENDENT'S agents
5 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
6 to this AGREEMENT. DISTRICT shall not during or after the term of
7 this AGREEMENT, permit the copying, duplication, or use of any of
8 SUPERINTENDENT'S agents' proprietary data by or to any person other
9 than authorized employees, agents or representatives of DISTRICT.

10 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
11 to assure that the information supplied to SUPERINTENDENT hereunder
12 shall be true, complete, and accurate in all respects. DISTRICT
13 shall assume sole responsibility for the truth, completeness and
14 accuracy of all information supplied to SUPERINTENDENT and agrees
15 that SUPERINTENDENT shall have no responsibility or liability for
16 the truth, completeness or accuracy of any information submitted by
17 DISTRICT hereunder.

18 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
19 for damages or losses to DISTRICT employees, agents, independent
20 contractors or students relating to lost medical services or lost
21 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
22 any sums DISTRICT does not obtain in reimbursement from the STATE,
23 or for any incidental, indirect, special or consequential damages to
24 DISTRICT arising from the denial of any request for reimbursement
25 from the STATE.

1 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
2 AGREEMENT shall not be assigned by the DISTRICT without prior
3 written approval of SUPERINTENDENT.

4 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
5 must meet the approval of the DISTRICT and shall be subject to the
6 DISTRICT'S general right of inspection to secure the satisfactory
7 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
8 with all federal, state and local laws, rules, regulations and
9 ordinances that are now or may in the future become applicable to
10 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
11 operations covered by this AGREEMENT or accruing out of the
12 performance of such operations.

13 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
14 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
15 employ any unlawful discriminatory practices in employment of
16 personnel or in any other respect on the basis of sex, race, color,
17 ethnicity, national origin, ancestry, religion, age, martial status,
18 medical condition, sexual orientation, physical or mental disability
19 or any other protected group in accordance with the requirements of
20 all applicable Federal or State law.

21 16.0 TOBACCO USE POLICY. In the interest of public health,
22 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
23 use of any tobacco products are prohibited in buildings and
24 vehicles, and on any property owned, leased or contracted for by the
25 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure

1 to abide with conditions of this policy could result in the
2 termination of this AGREEMENT.

3 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
4 or without cause, terminate this AGREEMENT with the giving of thirty
5 (30) days prior written notice to the other party.

6 18.0 NOTICE. All notices or demands to be given under this
7 AGREEMENT by either party to the other shall be in writing and given
8 either by: (a) personal service or (b) by U.S. Mail, mailed either
9 by registered or certified mail, return receipt requested, with
10 postage prepaid. Service shall be considered given when received if
11 personally served or if mailed on the third day after deposit in any
12 U.S. Post Office. The address to which notices or demands may be
13 given by either party may be changed by written notice given in
14 accordance with the notice provisions of this section. As of the
15 date of this AGREEMENT, the addresses of the parties are as follows:

16 DISTRICT: Santee Elementary School District
17 9619 Cuyamaca Street
18 Santee, California 92071
19 Attn: _____

20 SUPERINTENDENT: Orange County Superintendent of Schools
21 200 Kalmus Drive
22 P.O. Box 9050
23 Costa Mesa, California 92628-9050
24 Attn: Patricia McCaughey

25 19.0 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
subsequent similar act from again constituting a violation of such
term or condition.

1 20.0 SEVERABILITY. If any term, condition or provision of this
2 AGREEMENT is held by a court of competent jurisdiction to be
3 invalid, void, or unenforceable, the remaining provisions will
4 nevertheless continue in full force and effect, and shall not be
5 affected, impaired or invalidated in any way.

6 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
7 shall be governed by the laws of the State of California with venue
8 in Orange County, California.

9 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
10 attached hereto constitute the entire agreement among the Parties to
11 it and supercedes any prior or contemporaneous understanding or
12 agreement with respect to the services contemplated, and may be
13 amended only by a written amendment executed by both Parties to the
14 AGREEMENT.

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

16 DISTRICT: SANTEE ELEMENTARY
17 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

18 BY: _____
Authorized Signature

18 BY:  _____
Authorized Signature

19 PRINT NAME: _____

19 PRINT NAME: Patricia McCaughey

20 TITLE: _____

20 TITLE: Coordinator

21 DATE: _____

21 DATE: May 10, 2010

22 FEDERAL IDENTIFICATION NUMBER

23 SanteeElemSD-MAA(35627)11
24 Zip6



**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
DISTRICT INFORMATION
2010/2011**

1. DISTRICT

District Name _____ *County*

Claiming Unit: _____

2. DISTRICT MAA COORDINATOR

Name _____ *District Job Title*

Street Address _____ *City, State* _____ *Zip*

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

Phone (please include extension) _____ *Fax* _____ *Email*

3. SUPERVISOR OF DISTRICT MAA COORDINATOR

Name _____ *District Job Title*

Phone (please include extension) _____ *Fax* _____ *Email*

4. (a) ALTERNATE DISTRICT CONTACT - MAA COORDINATOR DESIGNEE

Name _____ *District Job Title*

Phone (please include extension) _____ *Fax* _____ *Email*

(b) ALTERNATE DISTRICT CONTACT - FISCAL DESIGNEE

Name _____ *District Job Title*

Phone (please include extension) _____ *Fax* _____ *Email*

5. DATES MAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2010: _____ July 2010: _____
August 2010: _____ September 2010: _____

Alternate District Contact during summer (June - September, 2010)

Phone _____ *Email* _____

6. FIRST STUDENT ATTENDANCE DATE(S) _____, 2010 _____, 2010

7. STUDENT ATTENDANCE BREAKS - Winter: _____ to _____, 2011
- Spring: _____ to _____, 2011

8. MAA COORDINATION & TRAINING SUBCONTRACTOR

Company Name

Contact _____ *Contact Job Title* _____

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

Phone _____ *Fax* _____ *Email* _____

PRINTED NAME OF PERSON FILLING OUT FORM

JOB CLASSIFICATION TITLE

DATE

BACKGROUND:

Board Policy 6153.1 requires Board approval for all Extended Field trips not on the Pre-approved Study Field Trip List.

The following extended Field trips are submitted for Board approval:

- Chet F. Harritt – 86 first grade students to Legoland in Carlsbad, California on June 7, 2010
- PRIDE Academy – 75 third, fourth and fifth grade students to Legoland on June 18, 2010
- Rio Seco – 93 third grade students to Legoland on June 10, 2010
- Safety Patrol – 147 sixth grade students from Cajon Park, Carlton Hills, Carlton Oaks, Chet F. Harritt, PRIDE Academy and Sycamore Canyon Schools to Knott’s Soak City in Chula Vista, California on June 11, 2010
- Hill Creek – 111 seventh and eighth grade students to Knott’s Soak City on June 3, 2010
- Carlton Hills – 115 seventh and eighth grade students to Knott’s Soak City on June 18, 2010
- Pepper Drive – 65 sixth, seventh and eighth grade students to Knott’s Soak City June 16th, 2010
- Chet F. Harritt – 100 sixth, seventh and eighth grade students to Knott’s Soak City on June 18, 2010
- Carlton Oaks – 110 seventh grade students to Knott’s Soak City on June 21, 2010
- PRIDE Academy – 40 eighth grade students to Knott’s Soak City on June 22, 2010

RECOMMENDATION:

Administration recommends approval of the attached Extended Field Trip Request Forms.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The cost of the trips to Legoland and Knott's Soak City will be paid for through individual student donations, PTA and ASB. The Safety Patrol trip will be paid from the Safety Patrol fund. Students needing financial assistance will be assured participation through the PTA and ASB.

STUDENT ACHIEVEMENT IMPACT:

The trip to Legoland will allow first grade students to see replicas of the American landmarks, icons and heroes, and national monuments they have been reading about in their social studies curriculum since the beginning of the school year. Third, fourth and fifth grade students will engage in activities related to physics.

The trips to Knott's Soak City will be an incentive for students to maintain good scholarship and citizenship grades.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP REQUEST FORM

SCHOOL SITE(S): Chet F. Harritt DATE: June 6, 2010

TEACHER(S): Trantalis, Orsinelli, Carroll, Matushek GRADE(S): 1

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Legoland, Carlsbad, CA

Itinerary: Student will leave Chet F. Harritt School at 8:45, arriving at Legoland at approximately 9:45. They will spend the day learning through a hands on self-guided tour/class facilitated by Legoland education staff and exploring Legoland in small groups. They will leave Legoland at 4:00 p.m., arriving back at Chet F. Harritt School at approximately 5:00 p.m.

Educational Objectives of the Trip: Engage in activities related to American landmarks, icons, heroes, national monuments (standards-based) as well as activities related to simple machines.

Specific Dates: June 7, 2010 Mode of Travel: District bus

Number of Student Participants: 86 Cost Per Student: \$17 (includes admission)

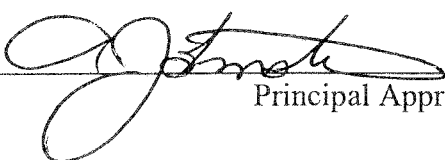
Insurance Coverage: District

Supervision: Teachers and parent chaperones

Number of Substitute Days Required: 0

Money will be Raised or Provided to Cover Costs by: PTA and Student Donations

Provision for Financial Hardship Cases: PTA


Principal Approval

5/11/10
Date

Assistant Superintendent, Educational Services

Board Approval Date

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP
REQUEST FORM

SCHOOL SITE(S): PRIDE Academy

DATE: 5/10/10

TEACHER(S): Cornett, Kemery, Smith

GRADE(S): 3/4/5

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Legoland

Itinerary: 8:45am - Leave PA 10:00am - Arrive Legoland
5:00pm - Leave Legoland
6 - 6:30pm - Arrive PA

Educational Objectives of the Trip: Students will learn about velocity, friction, momentum and other aspects of physics.

Specific Dates: 6/18/10

Mode of Travel: District busses

Number of Student Participants: 75

Cost Per Student: \$17.00

Insurance Coverage: _____

Supervision: Martha Cornett, Joe Kemery, Susan Smith, parent volunteers

Number of Substitute Days Required: None

Money will be Raised or Provided to Cover Costs by: Students

Provision for Financial Hardship Cases: _____


Principal Approval

5/11/10
Date

Assistant Superintendent, Educational Services

Board Approval Date

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP REQUEST FORM

SCHOOL SITE(S): Rio Seco DATE: June 10, 2010

TEACHER(S): Barber, Boulais, Stewart, Bailey GRADE(S): 3

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Legoland, Carlsbad, CA

Itinerary: Student will leave Rio Seco School at 8:45, arriving at Legoland at approximately 9:45. They will spend the day learning through a hands on self-guided tour/class facilitated by Legoland education staff and exploring Legoland in small groups. They will leave Legoland at 4:15 p.m., arriving back at Rio Seco School at approximately 5:00 p.m.

Educational Objectives of the Trip: Engage in activities related to building, gears, and motion.

Specific Dates: June 10, 2010 Mode of Travel: District bus

Number of Student Participants: 93 Cost Per Student: \$17 (includes admission)

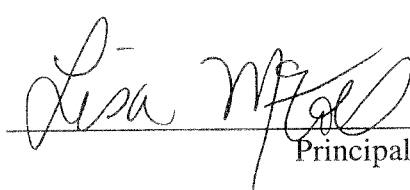
Insurance Coverage: District

Supervision: Teachers and parent chaperones

Number of Substitute Days Required: 0

Money will be Raised or Provided to Cover Costs by: PTA and Student Donations

Provision for Financial Hardship Cases: PTA


Principal Approval

May 27, 2010
Date

Director II, Educational Services

Board Approval Date

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP REQUEST FORM

SCHOOL SITE(S): Cajon Park, Carlton Hills, Carlton Oaks, Chet F. Harritt, Hill Creek, PRIDE Academy and Sycamore Canyon DATE: June 6, 2010

TEACHER(S): Bob Kull GRADE(S): 6

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Knott's Soak City, Chula Vista, CA

Itinerary: Student will leave schools at approximately 8:45., arriving back in Santee at approximately 5:00 p.m.

Educational Objectives of the Trip: This is a reward field trip for sixth grade students who have served on safety patrol for two years

Specific Dates: June 11, 2010 Mode of Travel: District bus

Number of Student Participants: 147 Cost Per Student: \$37.00

Insurance Coverage: District

Supervision: Teachers and parent chaperones

Number of Substitute Days Required: 0

Money will be Raised or Provided to Cover Costs by: Safety Patrol funds

Provision for Financial Hardship Cases: N/A



Principal Approval

May 11, 2010

Date

Director II, Educational Services

Board Approval Date

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP REQUEST FORM

SCHOOL SITE(S): Hill Creek DATE: June 3, 2010

TEACHER(S): C. Kelly, N. Knudson, C. Applegate GRADE(S) 7,8

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Knott's Soak City, Chula Vista, CA

Itinerary: Student will leave Hill Creek at 9:30 a.m., arriving at Knott Soak City at approximately 10:00 a.m. They will leave Knott's Soak City at 4:00 p.m., arriving back at Hill Creek School at approximately 4:30 p.m.

Educational Objectives of the Trip: This is a reward field trip for those students who have received no more than one step during the school year

Specific Dates: June 3, 2010 Mode of Travel: District bus

Number of Student Participants: Approx. 111 Cost Per Student: \$25

Insurance Coverage: District

Supervision: Teachers

Number of Substitute Days Required: 0

Money will be Raised or Provided to Cover Costs by: Student Donations

Provision for Financial Hardship Cases: PTA

Principal Approval _____
May 25, 2010
Date

Director II, Educational Services _____
Board Approval Date

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP REQUEST FORM

SCHOOL SITE(S): Carlton Hills School

DATE: May 25, 2010

TEACHER(S): Megan Bertrand-teacher in charge

GRADE(S): 7 and 8

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Knott's Soak City, Chula Vista, CA.

Itinerary: Leave school at 9:00 a.m., arrive at Soak City by 10:00 a.m. Depart for return trip to school at 4:00 p.m., with an expected arrival to school by 5:00 p.m.

Educational Objectives of the Trip: Reward field trip for Junior High students with exemplary behavior.

Specific Dates: June 18, 2010

Mode of Travel: District Bus

Number of Student Participants: Approx. 115

Cost Per Student: Approx. \$15.00

Insurance Coverage: District

Supervision: Junior High Teachers

Number of Substitute Days Required: None

Money will be Raised or Provided to Cover Costs by: Student donations/ASB

Provisions for Financial Hardship Cases: ASB



Principal Approval

5/25/10
Date

Director II, Educational Services

Board Approval Date

SANTEE SCHOOL DISTRICT

**EXTENDED FIELD TRIP
REQUEST FORM**

SCHOOL SITE(S): Pepper Drive

DATE: May 24, 2010

TEACHER(S): Sarah Mowrey and Gary Cartwright

GRADE(S): 6th – 8th

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Knott's Soak City

Itinerary: Students will arrive at Soak City at approximately 10 AM, we plan on leaving when the bus arrives back which is currently scheduled for 4:00 PM. We plan on arriving back to Pepper Drive no later than 4:30 PM, depending on traffic.

Educational Objectives of the Trip: This is a reward field trip for the middle school honor roll students. The students who maintained a GPA of 3.5 and/or a citizenship GPA of 4.0 for the entire school year (three consecutive trimesters) will be honored.

Specific Dates: June 16, 2010

Mode of Travel: School Bus

Number of Student Participants: Approx. 65

Cost Per Student: Approx. \$35

Insurance Coverage: _____

Supervision: Sarah Mowrey and Gary Cartwright

Number of Substitute Days Required: Zero

Money will be Raised or Provided to Cover Costs by: Students

Provision for Financial Hardship Cases: PTO


Principal Approval

5/24/10
Date

Assistant Superintendent, Educational Services

Board Approval Date

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP
REQUEST FORM

SCHOOL SITE(S): Chet F. Harritt DATE: June 18, 2010

TEACHER(S): C. Tade, R. Mitchell GRADE(S): 6,7,8

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Knott's Soak City, Chula Vista, CA

Itinerary: Student will leave Chet F. Harritt at 9:30 a.m., arriving at Knott Soak City at approximately 10:00 a.m. They will leave Knott's Soak City at 4:00 p.m., arriving back at Chet F. Harritt School at approximately 4:30 p.m.

Educational Objectives of the Trip: This is a reward field trip for those students who have received no more than one step during the school year

Specific Dates: June 18, 2010 Mode of Travel: District bus

Number of Student Participants: Approx. 100 Cost Per Student: \$35

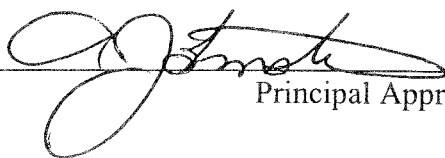
Insurance Coverage: District

Supervision: Teachers and parent chaperones

Number of Substitute Days Required: 0

Money will be Raised or Provided to Cover Costs by: PTA, ASB and Student Donations

Provision for Financial Hardship Cases: PTA


Principal Approval

5/11/10
Date

Assistant Superintendent, Educational Services

Board Approval Date

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP
REQUEST FORM

SCHOOL SITE(S): Carlton Oaks School DATE: June 21, 2010

TEACHER(S): Mr. Towne, Mrs. Iverson, Mrs. Brennan GRADE(S): 7th

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Knott's Soak City, Chula Vista, CA

Itinerary: Students will leave Carlton Oaks School at 9:15 a.m., arriving at Knott Soak City at approximately 10:00 a.m. They will leave Knott's Soak City at 4:00 p.m., arriving back at Carlton Oaks School at approximately 4:45 p.m.

Educational Objectives of the Trip: This is a reward field trip 7th grade student and an end of year activity.

Specific Dates: June 21, 2010 Mode of Travel: District bus

Number of Student Participants: Approx. 110 Cost Per Student: \$20.00

Insurance Coverage: District

Supervision: Teacher chaperones and Soak City employees as life guards

Number of Substitute Days Required: 0

Money will be Raised or Provided to Cover Costs by: Student Donations

Provision for Financial Hardship Cases: ASB

Ann Bray
Principal Approval

May 25, 2010
Date

Director II, Educational Services

Board Approval Date

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP REQUEST FORM

SCHOOL SITE(S): PRIDE Academy DATE: 5/25/10

TEACHER(S): T.Fox, A. Freund, M. Gross GRADE(S): 8

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Knotts Soak City

Itinerary: Pick up at PRIDE, go to Soak City, return to PRIDE

Educational Objectives of the Trip: 8th grade end of the year activity

Specific Dates: 6/22/10 Mode of Travel: District Bus

Number of Student Participants: 40 Cost Per Student: \$37.00

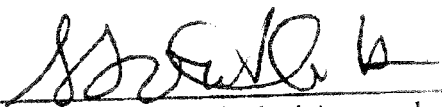
Insurance Coverage: _____

Supervision: Three teachers & Soak City employees

Number of Substitute Days Required: 1 sub , 1 day

Money will be Raised or Provided to Cover Costs by: Student Donation

Provision for Financial Hardship Cases: Donations Fund


Principal Approval

5/25/10
Date

Assistant Superintendent, Educational Services

Board Approval Date

Consent Item D.5.2.

Approval to Increase Work Hours for Identified
Classified Positions

Prepared by Minnie Malin
June 1, 2010

BACKGROUND:

The Director of Child Nutrition Services, Cathy Abel, recently implemented a breakfast program at Hill Creek School with great success and participation. Unlike breakfast programs at other sites, all food items are pre packaged and do not require cooking. As a result, a Food Service Worker I position can perform the breakfast program duties and will not require a Food Service Worker III-A. However, it will require the current Food Service Worker I position to increase from 2.5 hours to 3.5 hours per day.

In addition, the Director of Child Nutrition Services recommends increasing the hours of the Food Service Worker I position at Sycamore Canyon School from 1.5 hours to 2.5 hours per day due to a lunch schedule change; and increase the hours of the Food Service Worker III position at Carlton Oaks School from 3.5 hours to 3.75 hours per day due to an increase in participation.

RECOMMENDATION:

Administration supports the following recommendation effective June 2, 2010:

- Increase a Food Service Worker I position from 2.5 hours to 3.5 hours per day
- Increase a Food Service Worker I position from 1.5 hours to 2.5 hours per day
- Increase a Food Service Worker III position from 3.5 hours to 3.75 hours per day

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The current annual cost for the three (3) Food Service Worker positions is \$26,572. Increasing the work hours for these positions will increase the annual cost an additional \$7,282. Child Nutrition Services is a fee-based program. Therefore, this increase will not impact the general fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.2.

BACKGROUND:

Administration has created a new job description to allow certificated non-management employees currently enrolled in an administrative credential program to provide administrative support services under the supervision of the site administrator.

Administrative Interns will be recruited from within the District and will work with other District employees and parents in creating an overall school environment conducive to appropriate learning for pupils as well as gain experience and knowledge while working as an administrator.

This position has the support of the Santee Teachers Association.

RECOMMENDATION:

Administration recommends approval of the new Administrative Intern job description included with this item.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Administrative Interns will fill vacated Vice Principal positions and Temporary Teachers will be hired to replace the vacant teaching positions. This will result in an annual savings of \$30,893 - \$49,441 per position.

STUDENT ACHIEVEMENT:

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

Motion:		Second:		Vote:		Agenda Item D.5.3.
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SANTEE SCHOOL DISTRICT

ADMINISTRATIVE INTERN CERTIFICATED – SPECIAL ASSIGNMENT

PRIMARY FUNCTION:

Under the immediate supervision of the site administrator, and as a member of the school staff, shall provide support for a safe and effective learning environment and student achievement. Shall work with other District employees and parents in creating an overall school environment conducive to appropriate learning for the pupils in the District.

Professional Responsibilities

1. Compile data and perform basic accounting and business services as required.
2. Comply with state and federal guidelines regarding CPS, IDEA, and Education Code.
3. Maintain personal standards.
4. Maintain standard of promptness in carrying out assignments.
5. Maintain understanding of current educational trends and developments through professional literature, site and District meetings, and attending conferences.
6. Meet obligations as specified by the Education Code and Board Policy.
7. Participate in Professional Learning Community work.
8. Participate in school and community-related activities such as staff meetings, School Site Council, PTA, special projects, etc.
9. Prepare accurate investigation reports and maintain accurate paperwork and records.
10. Share responsibility for effective operation of the school program.
11. Support and participate in District and school programs such as School Improvement, Title I, GATE and English Learners.

ESSENTIAL FUNCTIONS:

Support and Leadership

Under the direction of the site administrator, the Administrative Intern may be assigned to:

1. Assist in collecting and analyzing student data to determine appropriate behavioral and academic intervention plans.
2. Assist staff with developing and monitoring student behavior contracts.
3. Collaborate with staff members and social agencies to assess and help students and parents solve health, attitudinal and learning problems.
4. Communicate with parent/guardians through a variety of means in a timely manner.
5. Coordinate with social workers and community support services to ensure student success.
6. Organize and facilitate staff meetings.
7. Organize and implement school wide events.
8. Participate in, and/or lead, meetings such as Student Study Team, IEP, Student Attendance Review Board and Administrative Review Hearings.
9. Plan and implement school procedures and routines that support learning and safety.
10. Work with classroom teachers to create and maintain effective classroom management plans.
11. Work with site administrator to establish a climate that promotes fairness, respect, social development and responsibility.
12. Work with site administrator to establish and maintain standards of student behavior needed to achieve a safe, orderly campus.

**SANTEE SCHOOL DISTRICT
ADMINISTRATIVE INTERN – Page 2**

Other Duties and Responsibilities

Under the direction of the site administrator, the Administrative Intern may be assigned to:

1. Cooperate with District offices in distributing and collecting paperwork e.g., referral forms, surveys to facilitate communication and adhere to laws and policies.
2. Schedule assemblies and events.
3. Share in the sponsorship of student activities and participate in faculty meetings and committees.
4. Supervise students in class and out-of-classroom activities, including before and after school supervision, and evening events.

QUALIFICATION STANDARDS:

Above average recommendations from administrative supervisors or other professionals who have observed the candidate's personal characteristics, scholastic attainment, ability to communicate effectively, and classroom performance.

EXPERIENCE:

Three years teaching experience in a school setting.

EDUCATION/CREDENTIALS:

Bachelor's degree, including all courses to meet credential requirements. Teaching credential as established by state and local governing boards. Master's degree in Education Administration or Education Leadership, and/or interest in pursuing administrative credential preferred.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Oral and written English communication skills.
- Interpersonal skills using tact, patience and courtesy.

Ability to:

- Establish and maintain cooperative and effective working relationships with others.
- Maintain confidentiality and use discretion.

WORKING CONDITIONS:

Environment:

- Indoor and outdoor work environment.

Physical Abilities:

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

Hazards:

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

Board Approval:

DISCUSSION AND/OR ACTION ITEMS Item E.

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

BACKGROUND:

In January, the Governor unveiled his plans for the 2010-11 State budget to address a projected \$19.9 billion budget gap. Several components of his plan relied upon questionable accounting shifts, manipulation of the Prop 98 guarantee which drives the minimum amount that K-14 education is to receive, and nebulous revenue sources unlikely to materialize. Since that time, the State's revenue picture has not improved and the budget gap for 2010-11 remains virtually unchanged at \$19.1 billion.

The May Revise contains cuts to K-14 education similar to the January proposal with three notable exceptions:

- The targeting of cuts to administration and for contracting out services ordinarily performed by classified employees has been removed. However, the amount of the additional cut to the Revenue Limit remains unchanged at \$1.5 billion.
- The methodology for applying the cut to the Revenue Limit has changed resulting in a larger per ADA amount. In January, discussions with the California Department of Education ("CDE") and the Department of Finance ("DOF") indicated that the amount would be \$191 per ADA for elementary districts. Discussions after the May Revise was released now indicate this amount will be \$235 per ADA. This creates an additional reduction in revenue for Santee of \$273,281 for 2010-11 and subsequent years.
- The Proposition 98 guarantee is proposed to be reduced by over \$4 billion across 2009-10 and 2010-11 without suspension by application of several accounting gimmicks including erasing \$1.3 billion in Maintenance Factor for 2008-09, rescinding "hold harmless" language for the Gas Tax Swap, and eliminating childcare with a corresponding downward re-benching of Prop 98 for \$1.2 billion in savings.

Since the Governor's May Revise relies upon disproportionate reductions to Health and Human Services, budget deliberations are likely to be tense and protracted as the polarized Legislature and the Governor work to close the \$19 billion gap.

RECOMMENDATION:

It is recommended that the Board of Education discuss the May Revise summary information; No action is requested at this time, however, any action taken is always at the discretion of the Board.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Preliminary estimates indicate the District will face an approximate \$1.7 million deficit in the Unrestricted General Fund in 2010-11 after inclusion of \$4.7 million in enacted solutions as a result of the proposed State budget. With expiration of several one-time solutions, this deficit is projected to grow to over \$3 million in 2011-12.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.1.1.
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Discussion and/or Action Item E.1.2. Approval of Monthly Financial Report
Prepared by Karl Christensen
June 1, 2010

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period April 1, 2010 through April 30, 2010 for the Board of Education's review and comments. The statements are prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$2,837,835; cash receipts of \$4,936,891; and disbursements of \$5,691,761 are reflected for the period of April 1, through April 30, 2010, resulting in an ending cash balance of \$2,082,965 as of April 30, 2010.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.1.2.
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MONTHLY FINANCIAL REPORT - APRIL

1

CASH REPORT FOR APRIL 30, 2010

	Actual	Projected
Beginning Cash Balance as of March 31, 2010	\$2,837,835	\$2,349,317
INCOME		
<hr/>		
A. Revenue Limit Sources		
State Aid	\$1,195,584	
Property Taxes	2,490,263	
	\$3,685,847	
B. Federal Income		
Federal Funding		0
C. State Income		
Unres. State Funding	13,216	
Lottery	206,578	
Consol. Categorical	2,277	
AB825	122,143	
HTS Spec Ed	20,301	
Transportation	11,108	375,623
D. Local Income		
Other Local Income	684,830	
Spec ED	190,591	875,421
E. Due to/Due from other funds		0
F. Debt Proceeds		\$0
TOTAL INCOME	\$4,936,891	\$5,408,464
Beginning Balance Plus Income	\$7,774,726	\$7,757,781
DISBURSEMENTS		
<hr/>		
G. Commercial Warrants	\$302,567	
H. Payroll Warrants	3,006,365	
I. Statutory Employee Benefits	383,158	
J. Health & Welfare	294,020	
K. Liability	257,330	
L. TRANS Payment	1,448,321	
TOTAL DISBURSEMENTS	\$5,691,761	\$5,803,536
Ending Cash Balance as of April 30, 2010	\$2,082,965	\$1,954,245





**Budget Revisions
April 30, 2010
2009-10 Revised Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	4,614,816	2,449,373	7,064,189
Estimated Income	32,903,094	12,922,228	45,825,322
Estimated Expenditures	32,872,878	15,151,633	48,024,511
Change in Fund Balance	30,216	(2,229,405)	(2,199,189)
Projected Ending Fund Balance	4,645,032	219,968	4,865,000
Less: Designation for Restricted Programs/Carryovers	-	219,968	219,968
Less: Designation for Prepaid Expenses	392,160		392,160
Less: Designation for Revolving Cash	15,000		15,000
Less: Designation for Stores Inventory	27,199		27,199
Less: Reserve for Vacation Carryover	211,682		211,682
Less: Reserve for Economic Uncertainty Undesignated/Unappropriated/Unreserved Fund Balance (Uncommitted)	1,440,735		1,440,735
	2,558,256	-	2,558,256
Fund 17 Projected End of Year Balance	2,826,887		2,826,887
Projected Reserves	6,825,878	-	6,825,878
As a % Estimated Expense Total	14.21%		
* Projected Reserve % 2010-11	11.69%		
* Projected Reserve % 2011-12	5.06%		
* Projected Reserve % 2012-13	-1.63%		



BACKGROUND

Character education and the continued development of a positive school environment has been a district goal for many years. Most recently, during the 2006-07 school year, the Character Education Committee was charged with developing a trait-based character education program with implementation in all classrooms. These lessons accompanied PeaceBuilders, a research proven violence prevention program. During the 2007-08 school year, Character Counts was piloted at four junior high schools and was implemented in all junior high schools during the 2008-09 school year. PeaceBuilders continues to be a district wide violence prevention program for students in grades K – 6.

In 2007-08 Caring Schools Committees were also formed at each school to support the implementation of character education, review discipline/reward structures, offer opportunities for students to be involved at school, and to discuss and review student behavior. Caring Schools Surveys were developed to monitor students’ perceptions and attitudes regarding their behavior and that of other students at the school. This data is collected from students twice during the school year as a pre and post assessment.

This evening, administration will provide a report on the work of the Character Education Committee this year and the anticipated goals for next year.

RECOMMENDATION:

The report is provided as information for the Board. Any action is at the discretion of the Board.

FISCAL IMPACT:

There is no fiscal impact to the District.

STUDENT ACHIEVEMENT IMPACT:

Building student resiliency and social, emotional well-being promotes student learning and success in school.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

Discussion and/or Action Item E.3.1. Adoption of Resolution No. 0910-50 to Layoff Identified Classified Positions

Prepared by Minnie Malin
June 1, 2010

BACKGROUND:

Site administrators, in collaboration with certificated staff and school site council members, have determined that two (2) Instructional Assistant I positions at Hill Creek and one (1) Community Liaison position at Cajon Park be eliminated due to lack of funds.

In addition, an Instructional Assistant, Special Education II position affected by the special education restructure will result in layoff.

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

RECOMMENDATION:

Administration supports the following recommendations effective July 1, 2010:

Layoff

- Eliminate two (2) Instructional Assistant I positions
- Eliminate one (1) Community Liaison position
- Eliminate one (1) Instructional Assistant, Special Education II position

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The annual savings by eliminating the positions will be approximately \$33,543 for school site funds and an annual saving of \$12,026 for the general fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

SANTEE SCHOOL DISTRICT

Resolution No. 0910-50

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

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

WHEREAS, due to lack of funds and/or lack of work, the Board finds that it is in the best interest of this school district that as of July 1, 2010, certain services be eliminated and/or reduced in work hours:

Layoff

- Eliminate two (2) Instructional Assistant I positions
- Eliminate one (1) Community Liaison position
- Eliminate one (1) Instructional Assistant, Special Education II position

NOW THEREFORE, BE IT RESOLVED that as of the 1st day of July 2010:

Layoff

- Eliminate two (2) Instructional Assistant I positions
- Eliminate one (1) Community Liaison position
- Eliminate one (1) Instructional Assistant, Special Education II position

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employees that their position will be eliminated and/or reduced in work hours/year as of July 1, 2010, pursuant to applicable provisions of the Education Code of the State of California, and the negotiated agreement with California School Employees Association Article XI, (Layoff, Reemployment, Involuntary Reduction in Hours, and the Impacts and Effects of Such Matters), such notice to be given forty-five (45) days prior to the effective date of reduction/layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 1st day of June 2010, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 6/1/10

Clerk, Board of Education

BOARD POLICIES AND BYLAWS Item F.

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

Prepared by Kristin Baranski
June 1, 2010

BACKGROUND:

Attached is CSBA’s sample Board Policy #6163.4, Student Use of Technology, Administrative Regulations and the school district’s Acceptable Use Agreement, E6163.4 to support this policy. As the school district continues to provide students greater accessibility to educational hardware and software, it is imperative that the policy and Acceptable Use Agreement signed and accepted by children and families be updated to reflect classroom changes within the district.

Board Policy 6163.4 addresses how technology resources provided by the school district should be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning. The policy also addresses the application of a district Acceptable Use Agreement and use of district computers for online services and Internet access. Cloud computing will be launched in Santee School District this fall in grades 3 – 8. Board policy and Acceptable Use Agreement revisions are necessary with this new structure for student learning.

RECOMMENDATIONS:

This evening administration is presenting the revised Board Policy 6163.4, Student Use of Technology, for a first reading. (The current BP 6163.4 is also attached for reference.) Administrative Regulation 6163.4 and an exhibit to support this board policy are also included. No action is requested. This policy and supporting documents will return to the Board on June 15, 2010 for a second reading and request for adoption.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Every child needs 21st Century knowledge and skills to succeed as effective learners, citizens, workers, and leaders. Increased access to technology and teaching children the appropriate use of technology helps them to obtain these skills.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

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

STUDENT USE OF TECHNOLOGY

The Governing Board intends that technological resources provided by the district be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement.

Before a student is authorized to use the district's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

Use of District Computers for Online Services/Internet Access

The Superintendent or designee shall ensure that all district computers with internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced.

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

The Superintendent or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Student use of district computers to access social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.

Legal Reference:

EDUCATION CODE

- 51006 Computer education and resources
- 51007 Programs to strengthen technological skills
- 51870-51874 Education technology
- 60044 Prohibited instructional materials

PENAL CODE

- 313 Harmful matter
- 502 Computer crimes, remedies
- 632 Eavesdropping on or recording confidential communications
- 653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

- 6501-6506 Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

- 6751-6777 Enhancing Education Through Technology Act, Title II, Part D,
especially:
 - 6777 Internet safety

UNITED STATES CODE, TITLE 47

- 254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

- 312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

- 54.520 Internet safety policy and technology protection measures, E-rate discounts

Administrative Regulation Reference: AR 6163.4

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**STUDENT ACCEPTABLE USE POLICY
FOR
INTERNET AND DISTRICT NETWORK ACCESS**

The Santee School District recognizes that computers are used to support learning and to enhance instruction. Computer information networks allow people to interact with many other computers and networks. It is a general policy that all computers are to be used in a responsible, efficient, ethical and legal manner.

The Santee School District declares unethical and unacceptable behavior as just cause for taking disciplinary action, revoking information network access privileges, and/or initiating legal action for any activity through which an individual:

- uses the information networks for illegal, inappropriate, or obscene purposes, or in support of such activities. Illegal activities shall be defined as those which violate local, state, and/or federal laws. Inappropriate use shall be defined as a violation of the intended use of the network, and/or purpose and goal. Obscene activities shall be defined as a violation of generally accepted social standards for use of a publicly-owned and operated communication vehicle;
- uses the information networks for any illegal activity, including violation of copyrights or other contracts violating such matters as institutional or third party copyright, license agreements and other contracts;
- intentionally disrupts information network traffic or crashes the network and connected systems;
- degrades or disrupts equipment or system performance;
- uses Santee School District computing resources for commercial or financial gain or fraud;
- steals data, equipment, or intellectual property;
- gains unauthorized access to the files of others, or vandalizes the data or files of another user;
- gains or seeks to gain unauthorized access to resources or entities;
- forges electronic mail messages, or uses an account owned by another user;
- invades the privacy of individuals;
- posts anonymous messages; or
- possesses any data which might be considered a violation of these rules in paper, magnetic (disk), or any other form.

Consequences of Violations

Consequences of violations include but are not limited to:

- suspension of information network access;
- revocation of information network access;
- suspension of network privileges;
- revocation of network privileges;
- suspension of computer access;
- revocation of computer access;
- school suspension;
- school expulsion; and
- legal action and prosecution by the authorities.

Remedies and Recourses

Anyone accused of any of the violations has all of the rights that would normally apply if such person were accused of school vandalism or any other illegal activity.

The district has the right to restrict or terminate information network access at any time for any reason. The district further has the right to monitor network activity in any form that it sees fit to maintain the integrity of the information network.

Legal Reference:

Administrative Regulation Reference: AR 6163.4

Adopted: March 4, 1997

Amended:

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

STUDENT USE OF TECHNOLOGY

The principal or designee shall oversee the maintenance of each school's technological resources and may establish guidelines and limits on their use. All instructional staff shall receive a copy of this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

Teachers, administrators, and/or library media specialists shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

Online/Internet Services: User Obligations and Responsibilities

Students are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Students shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors.

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other personally identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.

6. Students shall not use the system to engage in commercial or other for-profit activities.

7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.

8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.

9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."

10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.

11. Students shall report any security problem or misuse of the services to the teacher or principal.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

Whenever a student is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

Policy Reference: BP 6163.4

Adopted:

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

STUDENT CONSENT AND WAIVER FOR INTERNET, NETWORK, AND "CLOUD COMPUTING" ACCESS

The following form must be read and signed by you and your parent or legal guardian. By signing this Consent and Waiver form, I _____ (print name) and my parent(s) or guardian(s) agree to abide by the following restrictions. I have discussed these rights and responsibilities with my parent(s) or guardian(s).

Further, my parent(s) or guardian(s) and I have been advised that the district does not have control of the information on the internet, although it attempts to provide prudent and available barriers when utilizing technological resources on a school campus. Other sites accessible via the internet may contain material that is illegal, defamatory, inaccurate or potentially offensive to some people. While the Santee School District's intent is to make internet access available to further its educational goals and objectives, account holders will have the ability to access other materials as well.

The district believes that the benefits to educators and students from access to the internet, in the form of information resources and opportunities for collaboration, far exceed any disadvantages of access. Ultimately, the parent(s) and guardian(s) of minors are responsible for setting and conveying the standards that their student should follow. To that end, the district supports and respects each family's right to decide whether or not to apply for Santee School District network access.

Besides classroom technological resources, students will receive access to "Cloud Computing." "Cloud Computing" provides students with the ability to access their educational applications, content, and documents from any Internet-accessible device, no matter the location. While students are physically on district grounds, an internet filter is in place, providing prudent barriers to inappropriate sites. **The filter does not function when the student is outside district property, so close parental monitoring is strongly advised.** Any questions should be directed to the Assistant Superintendent or designee of Educational Services.

~~The student and his/her parent(s) or guardian(s) must understand that student access to the Santee School District network exists to support the district's educational responsibilities and mission. The specific conditions and services that are offered will change from time to time. In addition, the Santee School District makes no warranties with respect to the Santee School District network service, and it specifically assumes no responsibilities for:~~

1. The content of any advice or information received by a student from a source outside the district, or any costs or charges incurred as a result of seeing or accepting such advice;
 2. Any costs, liability or damages caused by the way the student chooses to use his/her district network access;
 3. Any consequences of service interruptions or changes, even if these disruptions arise from circumstances under the control of the district;
- ~~D. While the Santee School District supports the privacy of electronic mail, students must assume that this cannot be guaranteed.~~

By signing this form I agree to the following terms:

1. My use of the Santee School District's network must be consistent with the Santee School District's primary goals.
2. I will not use the Santee School District network for illegal purposes of any kind.
3. I will not use the Santee School District network to transmit or view threatening, obscene, or harassing materials. The district will not be held responsible if I participate in such activities. If I mistakenly access inappropriate information, I will notify a teacher or staff person immediately.
4. I will not participate in cyberbullying. Cyberbullying is defined as intentional harm inflicted through electronic media and includes, but is not limited to, the sending or posting on the Internet, social networking sites, or other digital technologies harassing messages, direct threats, socially cruel, intimidating, terrorizing, or otherwise harmful text or images, as well as breaking into another person's account and assuming that person's identity for harmful purposes.
5. I will not use the Santee School District network to interfere with or disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms and viruses, and using the network to make unauthorized entry to any other machine accessible via the network. ~~I will print only to my local printer or to the printer designated by my instructor.~~
6. It is assumed that information and resources accessible via the Santee School District network are private to the individuals and organizations which own or hold rights to those resources and information unless specifically stated otherwise by the owners or holders of rights. Therefore, I will not use the Santee School District network to access information or resources unless permission to

do so has been granted by the owners or holders of rights to those resources or information.

7. I will not share my "Cloud Computing" password with anyone, or use anyone else's password. If I become aware of another individual's password, I will inform a teacher or administrator.
8. Parents/Guardians accept full responsibility for supervision when my child is using his/her Cloud Computing access at home or in other non-school settings.

Student Name: _____ Student Signature: _____

School: _____ Grade: _____ Date: _____

Parent/Guardian Name: _____ Signature: _____

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

CLOSED SESSION Item H.

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

The Board will go into Closed Session to discuss:

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiator: Minnie Malin, Asst. Superintendent, HR
Employee Organizations: Santee Teachers
Classified School Employees Association
2. **Public Employee Discipline/Dismissal/Release** (Gov't Code §54957)
3. **Public Employee Performance Evaluation**
Superintendent

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.