

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 19, 2012**

District Mission

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

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A. OPENING PROCEDURES – 7:00 p.m.	5
1. Call to Order and Welcome	
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3. Spotlight on Education: Special Student Recognition	15
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5. Saturday School Report	17
 C. PUBLIC COMMUNICATION	 18
<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are recorded.</i>	

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

D.	PUBLIC HEARINGS	19
1.	<u>2012-13 Santee School District Budget</u>	20
E.	CONSENT ITEMS	
	<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
	Superintendent	
1.1.	<u>Approval of Minutes</u> It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	22
	Business Services	
2.1.	<u>Approval/Ratification of Travel Requests</u> It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	27
2.2.	<u>Approval/Ratification of Expenditure Warrants</u> It is recommended that the Board of Education approve/ratify expenditure warrants, as presented.	29
2.3.	<u>Approval/Ratification of Purchase Orders</u> It is recommended that the Board of Education approve/ratify purchase orders for the month of May 2012.	31
2.4.	<u>Approval/Ratification of Revolving Cash Report</u> It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.	39
2.5.	<u>Acceptance of Donations</u> It is recommended that the Board of Education accept donations listed in the item.	41
2.6.	<u>Approval of Consultants and General Service Providers</u> It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.	42
2.7.	<u>Approval of Agreement with School Services of California, Inc.</u> It is recommended that the Board of Education approve the 2012-13 agreement with School Services of California, Inc.	44
2.8.	<u>Approval to Extend Security Services Agreement with Santee SD Security for the 2012-13 School Year</u> It is recommended that the Board of Education approve extension of agreement with Santee SD Security for security services for the 2012-13 fiscal year for a total contract price of \$53,500.	49

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Capital Improvement Program	
3.1. <u>Authorization/Ratification to File Notice of Completion Document for the 10-Classroom Addition at Hill Creek School</u>	54
It is recommended that the Board of Education authorize/ratify the filing of Notice of Completion documents for the completed projects as listed above and acceptance and closeout of final guaranteed maximum price and approval of contract change orders.	
3.2. <u>Approval of Amendment No. 2 to Architectural Services Agreement with Trittip Architecture and Planning</u>	57
It is recommended that the Board of Education approve Amendment No. 2 to the Architectural Services Agreement with Trittip Architecture and Planning.	
Educational Services	
4.1. <u>Approval of Excel Therapy Agreement for Language Speech Therapy Services</u>	61
It is recommended that the Board of Education approve the Agreement with Excel Therapy for Language Speech Therapy Services for the 2012-2013 school year.	
4.2. <u>Approval of HMSystems, Inc. Agreement for Occupational Therapy (OT) Services</u>	72
It is recommended that the Board of Education approve the Agreement with HMSystems, Inc. for Occupational Therapy Services for 2012-2013.	
4.3. <u>Approval of Contracts for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreements for Nonpublic, Nonsectarian School/Agency Services</u>	77
It is recommended that the Board of Education approve two master contracts and two individual contracts for special education students requiring nonpublic, nonsectarian school/agency services.	
Human Resources/Pupil Services	
5.1. <u>Personnel, Regular</u>	79
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	
5.2. <u>Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children's Hospital, San Diego</u>	82
It is recommended that the Board of Education approve the agreement with Rady Children's Hospital for mandated student health screenings.	
F. DISCUSSION AND/OR ACTION ITEMS	84
<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
Superintendent	
1.1. <u>Approval of 2012-13 Santee School District Technology Grants</u>	85
It is recommended that the Board of Education approve the listed District Technology Grants as recommended by the Grant Reading Committee.	

	Page #
Business Services	
2.1. <u>Adoption of 2012-13 Santee School District Budget</u>	88
It is recommended that the Board of Education adopt the budget for the 2012-13 fiscal year as presented. Revisions to the budget will be brought back to the Board for approval as needed following adoption of the State budget.	
2.2. <u>Approval of Award of Bids for Summer Deferred Maintenance Paving Projects</u>	90
It is recommended that the Board of Education authorize the award of \$90,773 to Miller Paving Corporation at Pride Academy, Rio Seco, and Carlton Oaks, and \$61,098 to Angus Asphalt, Inc. at Pepper Drive, Sycamore Canyon, and Chet F. Harritt.	
Educational Services	
3.1. <u>2012-13 School Schedules</u>	91
It is recommended that the Board of Education approve the proposed 2012-2013 school schedules.	
3.2. <u>Approval of Personnel Agreement with Grossmont Union High School District for the 2012-2013 Santee School District Spanish I Program</u>	95
It is recommended that the Board of Education approve the Personnel Agreement with Grossmont Union High School District for the 2012-2013 Spanish I Program.	
G. BOARD POLICIES AND BYLAWS	
1. <u>Second Reading: New BP 5131.2, Bullying</u>	99
It is recommended that the Board of Education adopt New BP 5131.2, Bullying.	
H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	104
I. CLOSED SESSION	105
1. <u>Conference with Legal Counsel – Existing Litigation</u> (Govt. Code § 54956.9(a))	
<i>Name of Case: SDG&E Application A.11-10-002</i>	
2. <u>Conference with Labor Negotiator</u> (Govt. Code § 54956.8)	
<i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i>	
<i>Employee Organizations: Santee Teachers Association</i>	
3. <u>Public Employee Discipline/Dismissal/Release</u> (Govt. Code § 54957)	
J. RECONVENE TO PUBLIC SESSION	
K. ADJOURNMENT	

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 meeting scheduled for July 3, 2012 has been cancelled. The next regular meeting of the Board of Education is scheduled for July 17, 2012, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center.

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

Members present:

___ Bartholomew
___ El-Hajj
___ Fox
___ Burns
___ Ryan

OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the June 19, 2012 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Dr. Patrick Shaw
June 19, 2012

The following items are presented for Board information:

- 1.1. Developer Fees Collection Report
- 1.2. Use of Facilities Report
- 1.3. Enrollment Report
- 1.4. Schedule of Upcoming Events
- 1.5. Governance Calendar for 2012-13

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT

2011-12

CUMULATIVE THROUGH JUNE 8, 2012

Residential Rate: \$3.56 per square foot over 500 - effective 4/05/11 - 4/5/12

Residential Rate: \$1.84 per square foot over 500 - effective 4/6/12 - 6/16/12

Residential Rate: \$1.98 per square foot over 500 - effective 6/17/12

Commercial Rate: \$0.29 per square foot - effective 6/16/08 - 6/16/12

Commercial Rate: \$0.32 per square foot - effective 6/17/12

Self Storage Rate: \$0.14 per square foot - effective 4/20/10

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	9733 Notnil Court	07/18/11	615	\$2,189.40	HC
	X	9526 St. Andrews Drive	07/18/11	567	\$2,018.52	CO
	X	8321 Big Rock Road	07/21/11	785	\$2,794.60	CFH
X		1800 Joe Crosson Drive	08/02/11	3,016	\$874.64	PD
	X	1992 Los Senderos Drive (McMillin Morningview)	08/08/11	3,206	\$11,413.36	PD
	X	2084, 2144, 2155 Los Senderos Drive (McMillin Morningview)	08/08/11	7,537	\$26,831.72	PD
	X	2037 Los Senderos Drive (McMillin Morningview)	08/08/11	2,000	\$7,120.00	PD
	X	7460-7465 Mission Villas Court (Bushy Hill 12)	08/24/11	10,770	\$38,341.20	CFH
	X	2144 Los Senderos (McMillin Morningview)	08/29/11	210	\$747.60	PD
	X	2084 Los Senderos (McMillin Morningview)	08/29/11	195	\$694.20	PD
	X	11402 Cacho Court	08/31/11	560	\$1,993.60	PD
	X	2246 Los Senderos Drive (McMillin Morningview)	09/28/11	3,206	\$11,413.36	PD
	X	2281 & 2293 Los Senderos Drive (McMillin Morningview)	09/28/11	4,293	\$15,283.08	PD
	X	2253 & 2288 Los Senderos Drive (McMillin Morningview)	09/28/11	5,244	\$18,668.64	PD
X		9310 Fanita Pkwy (Padre Dam MWD) Replace Shade Struc.	10/25/11	3,924	\$0.00	CO
	X	2288 Los Senderos (McMillin Morningview)	11/02/11	210	\$747.60	PD
	X	7466-7475 Mission Villas Court (McMillin Morningview)	11/03/11	10,770	\$38,341.20	CFH
X		9216 Abraham Way (Scantibodies)	11/10/11	455	\$131.95	HC
	X	11997-11701 Woodside Terrace (McMillin Morningview)	11/15/11	7,537	\$26,831.72	PD
	X	1931 Woodside Terrace (McMillin Morningview)	11/15/11	2,000	\$7,120.00	PD
X		8876 Cuyamaca Street	11/15/11	123	\$35.67	RS
X		8967 Carlton Hills	11/18/11	3,910	\$1,133.90	CH
	X	9234 Birchcrest Blvd.	01/03/12	972	\$3,460.32	SC
	X	1214 Tuttle Lane	01/17/12	1,356	\$4,827.36	PD
	X	11997 Woodside Terrace (McMillin) Addt'l Sq Footage	01/19/12	210	\$747.60	PD
X		9216 Abraham Way (Scantibodies)	01/25/12	443	\$128.47	HC
	X	8213 Poinciana Drive	01/27/12	1,875	\$6,675.00	PD
	X	8225 Poinciana Drive	01/27/12	1,875	\$6,675.00	PD
	X	8564 Clifford Heights Road (Fire Re-build of 2,250 sq. ft.)	03/12/12	2,250	\$0.00	CFH
	X	Wakeland Housing- Olive Lane & Via Zapador	04/10/12	57,458	\$105,722.72	PA
	X	10404 Len Court	04/16/12	670	\$1,232.80	CP
X		Mission Gorge Road (In-N-Out Burgers)	04/16/12	3,665	\$1,062.85	RS
TOTAL PAGE 1					\$345,258.08	

*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 19, 2012

Group	Location	Date	Days	Time	Attendance	Fees Applied
Calton Park Sonshine Haven	Classroom	9/6/12 - 6/20/13	Thursday	2:00 pm - 4:00 pm	20	
Carlton Hills PTA (Meeting)	Multi-Purpose	6/19/12	Tuesday	6:00 pm - 7:00 pm	60	
Carlton Oaks Teachers/Parents (DC Trip Meeting) Teachers/Parents (DC Orientation)	Multi-Purpose Multi-Purpose	5/24/12 5/29/12	Thursday Tuesday	6:30 pm - 7:30 pm 6:30 pm - 7:30 pm	60 50+	
Chet F. Harritt PTA (Turn Off TV Week) Girl Scouts Sonshine Haven	Multi-Purpose Classroom Classroom	6/4/12 - 6/8/12 10/3/12 - 6/12/13 9/3/12 - 6/17/13	Mon - Fri Wednesday Monday	5:00 pm - 7:30 pm 6:00 pm - 7:15 pm 2:15 pm - 4:45 pm	50 - 75 20	
Hill Creek Teachers/Parents (DC Trip Meeting) Santee School District (ICOC Meeting) Out-of-School-Time Programs (Summer Meeting) CYT (Performance) Out-of-School-Time Programs (YALE Graduation)	Multi-Purpose Classroom Multi-Purpose Multi-Purpose Amphitheater	5/17/12 6/6/12 6/6/12 6/8/12 6/14/12	Thursday Wednesday Wednesday Friday Thursday	6:30 pm - 7:30 pm 5:30 pm - 8:30 pm 5:30 pm - 9:00 pm 6:30 pm - 7:30 pm 6:00 pm - 8:00 pm	10 75 300 125	
Pepper Drive CSEA (Ratification Meeting) Sonshine Haven	Multi-Purpose Classroom	5/24/12 9/7/12 - 6/21/13	Thursday Friday	3:00 pm - 4:00 pm 2:05 pm - 4:30 pm	6 50	
PRIDE Academy (Prospect Avenue) City of Santee (Project Meeting) Grossmont Adult Ed (GUHSD) Adult ESL Class	Multi-Purpose Proj. Safe Portable	6/7/12 8/27/12 - 6/19/13	Thursday Mon - Thurs	6:00 pm - 8:00 pm 8:30 am - 11:30 am	50 20	

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

Santee School District
 ENROLLMENT REPORT
 6/8/2012
 Month 10 Week 4

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	06/08/12 Total Reg	06/10/11 Total Reg	# Diff	% Diff	06/08/12 SDC	06/10/11 SDC	# Diff SDC	% Diff SDC	Prior Week		Total Diff
																		6/8/12 Total All	6/1/12 Total All	
Cajon Park	104	99	105	109	116	110	113	113	95	964	990	-26	-2.6%	68	69	-1	-1.4%	1032	1032	0
Carlton Hills	43	35	45	41	41	43	40	99	93	483	488	-15	-3.0%	28	20	8	40.0%	511	512	-1
Carlton Oaks	78	95	82	90	76	96	95	96	119	827	821	6	0.7%	64	58	6	10.3%	891	891	0
Chet F. Harritt	62	77	57	84	51	55	54	62	61	563	577	-14	-2.4%	0	9	-9	-100.0%	563	562	1
Hill Creek	74	86	83	90	89	74	85	81	74	736	744	-8	-1.1%	18	28	-10	-35.7%	754	757	-3
Pepper Drive	97	86	83	78	73	73	81	94	80	745	699	46	6.6%	9	7	2	28.6%	754	760	-6
Prospect	62	55	59	54	60	53	52	69	59	523	499	24	4.8%	0	0	0	0.0%	523	522	1
Rio Seco	103	87	113	104	104	109	93	118	97	928	926	2	0.2%	48	43	5	11.6%	976	980	-4
Sycamore Canyon	60	62	45	46	46	30	44	0	0	333	328	5	1.5%	1	0	1	100.0%	334	335	-1
SUBTOTAL	683	685	672	696	656	643	657	732	678	6102	6082	20	0.3%	236	234	2	0.9%	6338	6351	-13
Alternative School	0	2	7	3	5	3	7	8	9	44	43	1	2.3%					44	43	1
Success Academy								2	10	13	11	2	18.2%					13	12	1
NPS											0			3	2	1	50.0%	3	3	0
EAK*	142									142	118	27	0.0%					142	143	-1
SUBTOTAL	142	2	7	3	5	3	8	10	19	199	172	27	15.7%					202	201	1
TOTAL	825	687	679	699	661	646	665	742	697	6301	6254	47	0.8%					6540	6552	-12

*5 year olds only

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

PK	Special Ed
Cajon Park	2
Carlton Hills	1
Sycamore Canyon	49
EAK 4YO	0

Total Enrollment including PK	6592
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Schedule of Upcoming Events

Date	Event
June 22-26	Eighth Grade Promotions
June 26	Last Day of School
June 28	Foundation Golf Tournament 12:00 Shotgun Start 5:30 p.m. Banquet
July 3	Regularly Scheduled Board Meeting Cancelled
July 4	Fourth of July Holiday - Schools and Departments Closed
July 17	Board Meeting – 7:00 p.m.
August 7	Board Meeting – 7:00 p.m.
August 21	Special Workshop - Conflict of Interest - 6:00 pm. Board Meeting – 7:00 p.m.
August 22	Welcome Back at Trolley Square 7:45 a.m. Teachers Return
August 27	First Day of School For Students
September 4	Board Meeting – 7:00 p.m.
September 18	Board Meeting – 7:00 p.m.



SANTEE SCHOOL DISTRICT
GOVERNANCE CALENDAR
 Fiscal Year 2012-2013

Job Area	July	August	September	October	November	December	January	February	March	April	May	June	
Effective Governance			Orientation for Board candidates. (If needed.)	Superintendent State of District Address	Orientation for new board members (if needed.)	CSBA Conference	Board self-evaluation & Review Board Protocols	CSBA Brown Act, Board President's Workshop, & New Board Member Institute				Develop governance calendar	
Legislative Calendar	July 6-Last day for policy comm. to meet and report bills. July 8-Summer recess begins.	Aug 6-Leg. Reconvenes. Aug. 24-Last day to amend bills on the floor. Aug. 31-Last day for any bill to be passed. Aug. 31-Final recess begins.	Sept. 30-Last day for Gov. to sign or veto bills passed by Leg. prior to 9/1.		Nov. 6-General Election	New Board members sworn in	DATE Legislature reconvenes DATE Proposed budget bill submitted by Gov. DATE-Last day to submit bill requests to Leg. Counsel.	DATE -Last day for bills to be introduced.	DATE -Last day for policy comm. to meet and report bills introduced in their house DATE -Last day for policy comm. to meet. DATE -Last day for fiscal comm. to meet.	DATE -Spring Recess DATE -Legislature reconvenes	DATE -Last day for policy comm. to meet and report bills introduced in their house DATE -Last day for policy comm. to meet. DATE -Last day for fiscal comm. to meet.	DATE -Last day to pass bill from house of origin. DATE -Comm. Meetings resume. DATE -Budget Bill must be passed.	Board Policy Annual Review Inc. BP 1312.1 Complaints
Setting Direction	----->	Report on Strategic Plan progress	ACI Report of Goals	District Technology Report (2013)				Supt's mid year progress report on goals.	Begin Evaluation for Supt. →	Begin Evaluation for Supt. →	Finalize goals for Supt.'s coming year and Evaluation	ACI Report to the Board	
Student Achievement		District & School Accountability Reports - AYP, STAR, API	Public hearing and declaration sufficient K-8 textbooks.	----->	School Site Accountability Presentation	----->	CELDT Results		CELDT results	CELDT results	Instructional materials adoption as needed	Attend graduations	
		PE Assessment results	School Back to School Nights	Student Achievement Targets	Student Forum	Con App Pt III		School Spring Open Houses and Events	Board meets with Principals	Board meets with Principals	8 th Grade Academic Achievement	LEA plan	
				Board meets with Principals	Student Forum			Student Forum	Outstanding Student Recognition →	Outstanding Student Recognition →	Consolidated application review		



SANTEE SCHOOL DISTRICT
GOVERNANCE CALENDAR
 Fiscal Year 2012-2013

Job Area	July	August	September	October	November	December	January	February	March	April	May	June
Assessment							1st Tri- Writing 1st Tri. -Math Reports		2nd Tri.-Writing 2nd Tri. -Math STAR Writing Reports		CST Administration	3rd Tri.-Writing 3rd Tri.-Math Reports
Finance	----->	Staff closes books; defines actuals; Ending balance. Report to the Board	----->			Receive Audit 1st Interim Report	Governor proposes budget. CSBA Forecast Conference		2nd Interim Report	New Programs	Governor's May Revise Report to the Board	New Programs
				BAC Meets	BAC Meets	Staff projects next year's revenue and expenses- Board Budget Workshop BAC Meets	Board sets budget priorities	BAC reports to Board	BAC Meets	BAC Meets	BAC Meets	BAC Meets
Policy							Board sets budget priorities	Board sets budget priorities	Board sets budget priorities			
	Develop and adopt new policies as necessary or required -- Review policies on a regular basis and revise as necessary.											
Human Resources	Welcome back info 1st week---		Staffing assignments to the Board	CBEDS	Acceptance of report on certificated credentials and assignments		School Calendar		Layoff notifications by the 15th	Action on specially funded programs	Salute to Excellence Awards	End of the year celebration
					Certification of competence in evaluation and instructional methodologies			Certificated staffing recommendations	Non-Reelection of temp teachers	Employees of Year due to County	Notification to specially funded staff and Declaration of Need for Qualified Educators	Reduced workload agreements
				Adoption of Resolutions authorizing teacher service.							Day of the Teacher; Classified Week; Volunteers of Year	



SANTEE SCHOOL DISTRICT
GOVERNANCE CALENDAR
 Fiscal Year 2012-2013

Job Area	July	August	September	October	November	December	January	February	March	April	May	June
Legislative Goals			Review and develop Legislative Goals	----->	Meet with State representatives to share the District's legislative goals and request support.							
Collective Bargaining	Establish parameters for negotiations – Receive reports on negotiations – Approve negotiated contracts											
Community Relations	City/Board Meeting		Attend Back to School Nights	City/Board Meeting			City/Board Meeting		Business Appreciation Breakfast	ACSA/SDSBA Honoring Our Own City/Board Meeting		Foundation Golf Tournament
Communication Committee				Communication Committee	Communication Committee	Communication Committee	Communication Committee	Communication Committee	Communication Committee	Communication Committee	Communication Committee	
Property/Facilities												
Facilities Committee			Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Meets	Facilities/Safety Committee Report to Board	
Modernization		Updated signs to show scope of projects at each site	Visit staff meetings for updates as needed.									
Modernization/Communication Ongoing or As Needed	Ongoing: Website Updates	Ongoing: Press Releases as breaking news occurs	School Messenger Message to Parents to alert to look for information coming	Web Site Update and completed projects checklist.	Signs at schools updated to show completed projects.	Ribbon Cuttings, Ground Breakings, Dedications, etc.						JUNE Annual Report published and distributed.
c. Independent Citizens' Oversight Committee (ICOC)			ICOC Meeting			ICOC Meeting			ICOC Meeting			ICOC Meeting

Reports and Presentations Item B.2. Recognition of Rio Seco School's Participation
in the San Diego County Science Field Day
and Climate Summit 2012

Prepared by Kristin Baranski
June 19, 2012

BACKGROUND:

On May 12, 2012, eighteen Rio Seco students in grades 4 – 6 participated in the San Diego County Science Field Day under the leadership of Ms. Heather Glanz, 4th grade teacher and Mrs. Kay O'Hanlon, 6th grade teacher. The Science Field Day is an annual countywide event held each year at Lakeside Middle School in Lakeside and is open to students in the intermediate grades. Students study and prepare months in advance to ensure that they are well prepared for the competition. This year 56 teams competed from across the County.

In addition to the Science Field Day, students from Ms. Glanz class also participated in the Climate Change Student Summit this year at Grossmont College on April 28, 2012. Elementary – college aged students discussed climate changes via videoconference with their peers across the country, as well as with industry scientists and graduate students. This is the first year Santee School District has had students participating in this summit and many connections were made with scientists from San Diego County, including scientists from Scripps Institution of Oceanography.

Tonight we would like to recognize Ms. Glanz and Mrs. O'Hanlon for their leadership in helping students learn and apply science content.

Agenda Item B.2.

Prepared by Kristin Baranski
June 19, 2012

BACKGROUND:

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

Cajon Park
Bryce Eide
Nicole Schmitt

Chet F. Harritt
Ryan Fagan
Jacob Flynn

PRIDE Academy
Kody Kilber

Carlton Hills
Eliseo Guerrero
Eduardo Avila

Hill Creek
Tyler Oram
Lucas Porter

Rio Seco
Sierra Holsbo
Morgan Pontzius

Carlton Oaks
Ariana Contreras
Bryce Hudson

Pepper Drive
Amanda Chavez

Sycamore Canyon
Elizabeth Russell

Reports and Presentations Item B.4.

University of San Diego POST Training
Outcomes 2009-2012

Prepared by Kristin Baranski

June 19, 2012

BACKGROUND:

Beginning in the 2009-2010 school year, Rio Seco, Chet F. Harritt, and PRIDE Academy teacher leaders and principals participated in a three year, grant-funded professional development series through University of San Diego called the Principals' Ongoing Support and Training (POST) Program. Teacher leaders and the principals met monthly with other school teams from Lemon Grove, South Bay, and San Diego Unified where they learned about a variety of structures and methods for improving student achievement. Professional Learning Communities, teacher leadership, teaching strategies, and technology were the four highlighted strands throughout the three years of training.

This evening, principals Stephanie Southcott, Andy Johnston, and Lisa McColl will share their learning with the Board of Education and how this learning has integrated into their school structures.

Agenda Item B.4.

BACKGROUND:

For the second year, the District implemented Saturday School to recoup lost ADA for student absences. This year the program was expanded to include a Student Tech Fair in addition to the program operated on one Saturday at each school during February and March. Administration will provide an overview of the instructional activities undertaken at each school and the results of revenue obtained and expenditures incurred to provide the program. The District recouped \$17,405 in net income.

This report supports the following District goal:

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

Motion		Second		Vote		Agenda Item B.5.
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PUBLIC COMMUNICATION Item C

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

Agenda Item C.

PUBLIC HEARINGS Item D

Agenda Item D.

Public Hearings D.1. 2012-13 Santee School District Budget
Prepared by Karl Christensen
June 19, 2012

BACKGROUND:

The Board of Education is required by law to hold an official public hearing prior to discussion of the Adopted Budget. The budget document has been available for public review at:

Santee School District Skidmore Administration Center
9625 Cuyamaca Street
Santee, CA

The public hearing should convene and permit any interested citizens to raise questions or to provide input about the proposed adopted Budget of the District.

CONSENT ITEMS Item E.

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

Agenda Item E

Consent Item E.1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
June 19, 2012

BACKGROUND:

Presented for Board approval –

- June 5, 2012, regular meeting minutes

RECOMMENDATION:

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

Motion:

Second:

Vote:

Item E.1.1.

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

June 5, 2012
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Bartholomew called the meeting to order at 7:03 p.m. and read the District Mission Statement.

Members present:

Dan Bartholomew, President
Dianne El-Hajj, Vice President
Ken Fox, Clerk
Dustin Burns, Member
Barbara Ryan, Member

Administration present:

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

2. President Bartholomew invited the audience to recite the District Mission and then invited Keith Patrick, a 5th grader at Carlton Hills School, to lead the members, staff, and audience in the Pledge of Allegiance.

3. Approval of Agenda

President Bartholomew reported that the Board would adjourn for a 10 minute reception in honor of the students participating in the Academic Achievement competition following the awards presentation. He also requested this meeting be adjourned in memory of Aaliyah Johnson, a former Chet F. Harritt student that recently died under very tragic circumstances. It was moved and seconded to approve the agenda with these additions.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

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

2. Spotlight on Education: Eighth Grade Student Academic Achievement Awards

Each year selected 8th grade students from each school participate in an annual end of the year Academic Student Achievement Award competition. This year the Academic Achievement Award Competition focused on the areas of writing, speech and mathematics. Students were required to write a literature response essay, give an impromptu speech, and take a comprehensive algebra test. The award winners were as follows:

Writing: David Gregory Speech: Hinsseenee Regassa
Mathematics: (4-way tie) Madina Habibi, Luci Patrick, Jordan Tockstein, and Rafael Seguin
Overall Academic Achievement: Hailey Schaffner

The four Mathematics winners were each presented a check for \$100 from the Santee School District Foundation. The City of Santee recognized the overall winner with a proclamation and the Santee Chamber of Commerce presented the overall winner with a Savings Bond. Hill Creek will proudly display the perpetual trophy until next year's competition.

C. PUBLIC COMMUNICATION

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

D. PUBLIC HEARINGS

1. Use of 2012-13 Tier III State Categorical Programs

President Bartholomew opened the public hearing on the use of 2012-13 Tier III State Categorical Programs. There were no public comments. The hearing was closed.

E. CONSENT ITEMS

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

1.1. Approval of Minutes

2.1. Approval/Ratification of Travel Requests

2.2. Approval/Ratification of Revolving Cash Report

2.3. (Pulled for separate consideration.)

2.4. Adoption of Resolution #1112-29, to Establish Temporary Interfund Transfers

2.5. Approval of 2012-13 Student Accident Insurance

2.6. Approval of Consultants and General Service Providers

2.7. Adoption of Resolution #1112-30 for Proposed Use of 2012-13 Tier III State Categorical Programs

2.8. (Pulled for separate consideration.)

2.9. Approval of Agreement with Keenan and Associates to Administer Property and Liability Run Off Claims for Incidents Occurring On or Before June 30, 2011

3.1. Approval of Contract for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services

3.2. Approval Extended Field Trip for Carlton Hills 7-8 Grade Students to H&M Landing in San Diego

4.1. Personnel, Regular

4.2. Approval of Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education

4.3. Approval of Short-Term Positions

4.4. Approval to Renew Annual Agreement and Rate Structure with Fagen, Friedman & Fulfroost

It was moved and seconded to approve Consent Items with the exception of E.2.3. and E.2.8. which were pulled for separate consideration.

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

E.2.3. Acceptance of Donations (Pulled by Member Burns for separate consideration.) Member Burns supports this item but wanted to bring to attention how much Mission Federal Credit Union does for the employees of Santee School District. He requested Administration provide a way to express the District's sincere gratitude for their support, such a banner to display at the local branch. Member Burns moved approval.

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

E.2.8. Approval/Ratification of Annual Agreements for 2012-13 (Pulled by Member Burns for separate consideration.) Member Burns said he would abstain from this item as his employer is a vendor considered in the item. Member El-Hajj moved approval.

Motion: El-Hajj **Second:** Fox **Vote:** 4-0 (Burns, Abstain)

F. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Governor's May Revise

Karl Christensen provided the Board with an update on the Governor's May Revise. The components of the May Revise are virtually the same as the January proposal. The State's projected deficit is now nearly \$16 billion due to an over estimation of revenue. The Governor's Revise is contingent on the proposed ballot initiative and expenditure reductions. Prop 98 continues a very troublesome trend of the State manipulating the numbers. The result of these manipulations provides no additional funding for education. Recently a court decision found there is nothing in the Prop 98 language that would disallow the State to manipulate the funds.

1.2. Approval of Monthly Financial Report

Karl Christensen reported for the month of April 2012, ending in a cash balance of \$6,209,974. This balance includes the receipt of the \$4.4.M County Treasury Loan. Future financial reports will reflect the changes in the Governor's May Revise. Member Ryan moved to approve the Monthly Financial Report for April 2012.

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

1.3. No Risk Agreement with Northwest Capital Recovery Group for Utility Audit and Cost Recovery

Karl Christensen reported the District recently learned through CSBA about the Northwest Capital Recovery Group who will go back several years and review utility bills for calculation or billing errors. They will also look at any ways our service can be restructured to obtain additional savings. Once their review is concluded they provide a report to the District by line items. The District may accept or reject any line item and there is no cost for any items not accepted by the District. Any recovered revenue or savings from accepted items would be shared with them.

Mr. Christensen has contacted two school districts that gave glowing reports of their work and have had good results. Member El-Hajj moved to approve execution of a No Risk Agreement with Northwest Capital Recovery Group to conduct audits of certain bills for possible cost recovery and on-going savings.

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

2.1. Approval to Purchase Alexandria, a Library and Textbook Management System

Kristin Baranski shared that she previously came to the Board about purchasing a new software system for inventory and tracking of library books and textbooks. The current system is DOS based and is no longer supported by the vendor. Mrs. Baranski went through the RFP process providing the vendors with a list of needs. Alexandria was selected because it is web-based, tracks textbooks, and also has a student and parent interface. The cost of the software is \$41,505 and would be paid from the Instruction Materials Fund. There would also be a hardware cost of \$4,500 to replace the scanners at several schools and \$2,000 for training/professional development. An ongoing cost of \$11,000 annually includes all upgrades.

Member El-Hajj mentioned that her school is beginning to look at online books and asked if this software has this capability. Dr. Laura Spencer said it has an eBook option and will support eBooks when we are ready. Member Burns moved to approve the purchase of *Alexandria* as the new library and textbook management system beginning in the 2012-2013 school year.

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

2.2. Proposed Instructional Minutes for 2012-2013

Kristin Baranski presented the proposed instructional minutes for the 2012-13 school year for each school site. Cajon Park, PRIDE Academy, and Rio Seco submitted changes to their current schedules. Kindergarten minutes have been adjusted to now include recess times.

Member Burns said he wholeheartedly could not support this item. In looking at the minutes, there is such a wide range in the instructional minutes at each school and a lack of consistency throughout the District. He believes this is a poor message being sent out and it is doing a disservice to our students.

Member Ryan agreed there is quite a disparity in terms of instructional minutes and believes this needs to be changed. Member Burns asked if the Board could mandate a minimum number of instructional minutes. Dr. Shaw said that would have to be negotiated with STA. Member Burns said it is difficult to equate that a Kindergarten class at one school is getting more minutes than a 1-3 grade class at another school. He also stated he cannot support some schools having up to 10,000 more instructional minutes than another school. He shared with the Board that if this item were not approved, a message could be sent back to schools to revisit their plan and bring back a revised plan. If this or a revised plan was not approved, they would remain on their current schedule for next year. Member Ryan said this should be a priority for future negotiations. President Bartholomew said this proposal shows that some schools are increasing instructional minutes. Member El-Hajj moved to approve the instructional minutes proposals for the 2012-13 school year including kindergarten schedules and modified day proposals.

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

H. BOARD POLICIES AND BYLAWS

1.1. First Reading: New BP 5131.2, Bullying

New BP 5131.2 Bullying, was presented for a first reading. No action was requested. BP 5131.2 will return to a future meeting for a second reading and request for adoption.

2.1. Second Reading: Board Policy Annual Review:

BP 1312.1	Complaints Concerning District Employees
BP 4116	Probationary/Permanent Status
BP 4315.1	Competence in Evaluation of Teachers
BP 5116.1	Intradistrict Open Enrollment
BP 6145	Extracurricular and Cocurricular Activities

Board Bylaw 9310, Board Policies, and Education Code 35160.5 require that the Board annually review the listed Board Policies. The above listed policies were submitted with no recommended revisions for a second reading and approval. Member Ryan moved to approve the annual review of the listed Board Policies.

Motion: Ryan Second: Burns Vote: 5-0

I. BOARD COMMUNICATION

Member Ryan discussed documents received she from CSBA at the Delegate Assembly. One compares the ballot initiative language. CSBA has decided to change the way they do legislative advocacy and are now encouraging Board Members to do it locally. They have asked Board Members to set aside June 22nd as Board Member Advocacy Day (BMAD). Board Members from throughout the County will meet with their local representatives. Meetings have been scheduled at 10:00 a.m. with Assemblymember Brian Jones and at 3:00 p.m. with State Senator Joel Anderson, in their offices. CSBA encourages all Board members to attend their district meetings. She also shared CSBA's pension reform belief statements and principle statements and would like to put this on an upcoming agenda maybe during the summer months.

Member El-Hajj contacted our Human Resources about employee medical benefits after receiving an article sent to the Board from Assemblymember Brian Jones. She will be responding to Assemblymember Jones.

Member Burns mentioned that he followed up with Lucia Washburn at Grossmont High School District to determine if the things he shares with students will actually take place when they go to high school. Ms. Washburn would like to get the plans of students and said it will fast-track them at Grossmont. He asked administration to notify GUHSD of students attending SSP and students who may be at risk.

Mr. Christensen asked if a Board member would participate with him at a SDG&E public participation hearing on June 26th. President Bartholomew will check his calendar.

Linda will be ordering tickets for Salute to Teachers to be held on October 6th. President Bartholomew (2), Member Burns (2) and Member Ryan (1) would like tickets to attend.

Dr. Shaw reported he provided information to the Board on the technology grants. Tomorrow he will inform those who submitted grants of the outcomes. He will bring approval of the grant funding to the Board for approval at the next Board meeting.

President Bartholomew asked what has been received from Cogentrix since they presented information at the May 1st meeting and what the next step should be. He would like to bring back this discussion to the Board again soon, maybe on the June 19th agenda. Member Burns would like to see a resolution come forward for Board consideration. Member Ryan believes more information needs to be gathered and that some of the information from those opposed may not be entirely correct. The Board asked Linda to notify Cogentrix of the information the Board is still waiting to receive and that the Board will be discussing the project again in the near future.

J. CLOSED SESSION

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

1. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
 2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiator: Karl Christensen, Asst. Superintendent
Employee Organization: Santee Teachers Assn. & Classified School Employees Assn.
 3. **Public Employee Performance Evaluation** (Govt. Code § 54957) - Superintendent
- The Board entered closed session at 9:09 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:25 p.m. No action was reported.

K. ADJOURNMENT

The June 5, 2012 regular meeting adjourned in memory of Aaliyah Johnson, a former Chet F. Harritt student at 10:26 p.m.

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:

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

FISCAL IMPACT:

The estimated travel expenses are \$195 as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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Board Travel Report - June 19, 2012									
Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Overnight, Out-of-State, Air Travel	Purpose of
07/24/12	Karl Christensen	Business	School Finance and Management Conference	Long Beach	\$0	\$195	Business Services		This conference will focus on school finance and management in relation to the State's economy and budget.

Consent Item E.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Karl Christensen
 June 19, 2012

BACKGROUND:

Warrants issued by the District are required by law to be approved or ratified by the Board of Education.

Commercial Warrants issued for the period of May 2012:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-043377 TO 12-054725	\$317,136.79
09 00	N/A	\$0.00
12 06	12-043403 TO 12-046262	\$165.99
13 00	12-043404 TO 12-054729	\$70,061.74
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39 / 21 08	12-043423 TO 12-054731	\$97,561.16
25 18	N/A	\$0.00
25 38	N/A	\$0.00
35-00	N/A	\$0.00
40-00	12-051716	\$683.53
63 00	12-046265 TO 12-053487	\$92.25
		\$485,701.46

Student Body Warrants issued for the period of May 2012:

\$8,414.48

Payroll Warrant #'s beginning 10-116608 through 10-116662 and 10-158002 through 10-158811:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,793,508.07
06 00	\$837,300.79
12 06	\$21,784.43
13 00	\$81,486.27
25-18	\$0.00
63 00	\$176,240.43
\$3,910,319.99	

RECOMMENDATION:

Administration recommends that the Board approve the expenditure warrants for the month of May as presented.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$4,404,435.93 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

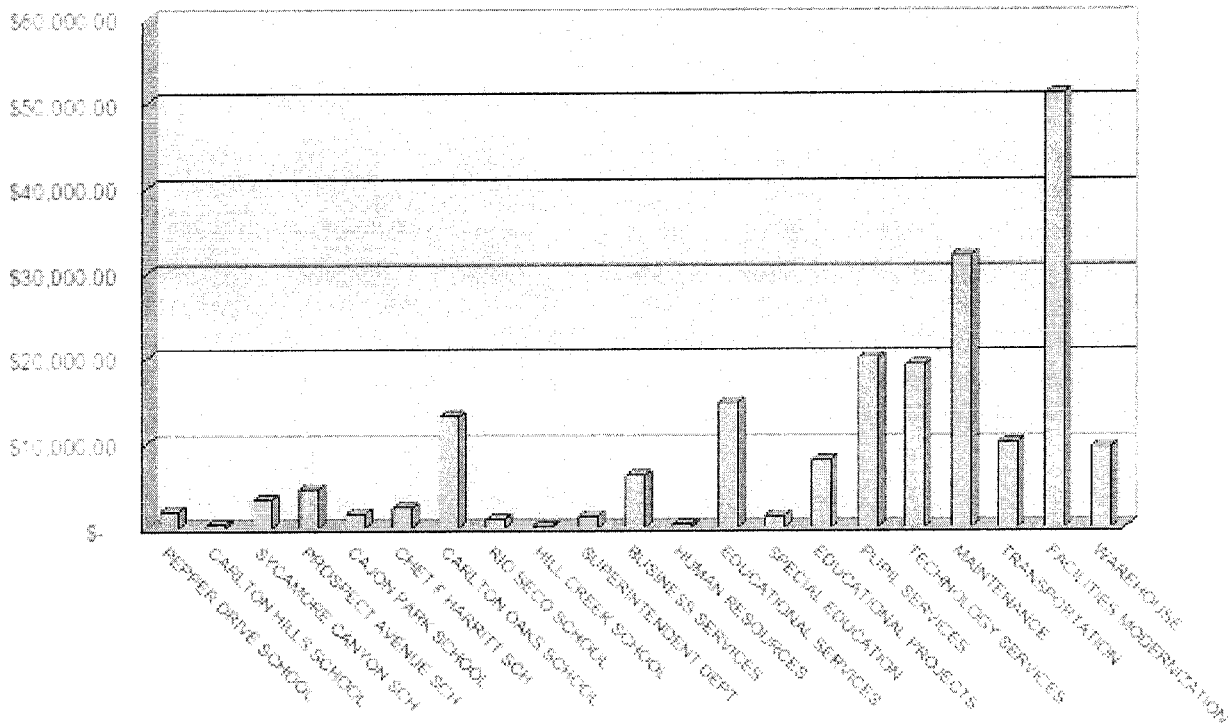
This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.2.2.
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BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification.

**PURCHASE ORDER REPORT
 MAY 2012**



The Facilities Modernization purchase orders include payments for various professional services needed for the Capital Improvement Program such as specialized consulting.

RECOMMENDATION:

Administration recommends approval of purchase orders #111243 through #111365 issued May 1, 2012 through May 31, 2012.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of \$202,896.24 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.3
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LOCATION LIST 2011-12

01	Santee School	76	Transportation
02	Pepper Drive School	78	Warehouse
03	Carlton Hills School	90	Central Kitchen
04	Sycamore Canyon School	92	Publications
05	Prospect Avenue School	97	District Wide
06	Cajon Park School	100	Summer School
07	Chet F. Harritt School	108	Carlton Oaks Summer School
08	Carlton Oaks School	110	Hill Creek Summer School
09	Rio Seco School		
10	Hill Creek School		
11	Cajon Park Annex		
12	Prospect Avenue Annex		
26	Cajon Park Junior High		
60	Board of Education		
62	Superintendent		
64	Business Services		
65	Personnel		
66	Educational Services		
67	Special Education, Centralized		
68	Special Projects, Centralized		
69	Professional Development		
70	Student Support Services		
71	Library Media Services		
72	Project SAFE		
73	Technology		
74	Operations		
75	Maintenance		

Fund Numbers

03 00	General - Unrestricted
06 00	General - Restricted
12 06	Child Development Fund
13 00	Cafeteria Fund
14 00	Deferred Maintenance Fund
17 42	Special Reserve - Other Than Cap/Out
21 09	Other Building Fund
21 10	Building Fund
25 18	Capital Facilities Account Fund
25 24	Capital Projects Fund
25 38	Capital Facilities Redevelopment
30 00	State School Building Fund
	(Modernization) and Lease/Purchase
40 00	Special Reserve Fund -
	Capital Projects
53 26	Tax Override Fund - SSBF
67 30	Deductible Ins Loss Fund

M = Monthly Blanket
A = Annual Blanket
L = Lottery

PURCHASE ORDER EXCEEDED BY 10%
FOR THE MONTH OF MAY 2012

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
110037	7/7/2011	03-00	CANON BUSINESS SOLUTIONS INC COPIER AT ERC	064	BOARD APPROVED AMOUNT INCREASE ANNUAL P.O.	\$1,200.00 \$250.00 NEW TOTAL \$1,450.00
110108	7/12/2011	03-00	STANDARD TEL PHONE SYSTEM SERVICE/SUPPORT	073	BOARD APPROVED AMOUNT INCREASE ANNUAL P.O.	\$4,300.00 \$500.00 NEW TOTAL \$4,800.00
110862	1/5/2012	21-39	HENDRIX CALIFORNIA SCHOOL CONST. LABOR COMPLIANCE PROG. MONITORING	077	BOARD APPROVED AMOUNT INCREASE ANNUAL P.O.	\$30,000.00 \$15,000.00 NEW TOTAL \$45,000.00
111080	3/6/2012	13-00	WESTERN ENVIRONMENTAL ASBESTOS MONITORING/SAMPLING	090	CNS KITCHEN REPAIRS OVER 10%	\$2,275.00 \$645.00 NEW TOTAL \$2,920.00

PURCHASE ORDER LISTING - MAY 2012
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
111262	5/4/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 11.09	002	PEPPER DRIVE SCHOOL
111267	5/9/2012	3	PARTY TIME TACOS	TEACHER'S APPRECIATION LUNCH	\$ 415.00	002	PEPPER DRIVE SCHOOL
111269	5/9/2012	3	MICHAEL ROACH PHOTOGRAPHY	FATHER/DAUGHTER DANCE PHOTOS	\$ 495.00	002	PEPPER DRIVE SCHOOL
111307	5/18/2012	3	GUARDIAN ANGELS CHURCH	8TH GRADE PROMOTION HALL RENTL	\$ 350.00	002	PEPPER DRIVE SCHOOL
111308	5/18/2012	3	TMAG SOUND	ENTERMT FOR 8TH GR PROMOTION	\$ 225.00	002	PEPPER DRIVE SCHOOL
111362	5/31/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 201.69	002	PEPPER DRIVE SCHOOL
111364	5/31/2012	3	FLORES, ART	SPRING FESTIVAL ENTERTAINMENT	\$ 250.00	002	PEPPER DRIVE SCHOOL
				TOTAL	\$ 1,947.78		PEPPER DRIVE SCHOOL
111266	5/9/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 124.08	003	CARLTON HILLS SCHOOL
111292	5/17/2012	6	DYNAMIC MEASUREMENT GROUP	REPORTING SERVICES - CH	\$ 299.00	003	CARLTON HILLS SCHOOL
				TOTAL	\$ 423.08		CARLTON HILLS SCHOOL
111271	5/9/2012	3	HERITAGE TOURS OF SAN DIEGO	ADMISSIONS	\$ 432.00	004	SYCAMORE CANYON SCH
111282	5/10/2012	3	SPARKLETT'S	BOTTLED WATER	\$ 25.00	004	SYCAMORE CANYON SCH
111287	5/11/2012	3	DEMCO INC	LIBRARY MATERIALS	\$ 83.04	004	SYCAMORE CANYON SCH
111297	5/7/2012	3	MAD SCIENCE OF SAN DIEGO	ASSEMBLY FEES	\$ 340.00	004	SYCAMORE CANYON SCH
111313	5/23/2012	3	MUSIC IN MOTION	CLASSROOM MATERIALS	\$ 256.05	004	SYCAMORE CANYON SCH
111316	5/24/2012	3	TWO WAY DIRECT	EQUIPMENT PARTS/REPAIRS	\$ 805.26	004	SYCAMORE CANYON SCH
111317	5/24/2012	3	SAN DIEGO NAT'L HISTORY MUSEUM	ASSEMBLY FEES	\$ 155.00	004	SYCAMORE CANYON SCH
111346	5/30/2012	3	SEHI/PROCOMP COMPUTER PRODUCTS	PROJECTOR - SC	\$ 635.73	004	SYCAMORE CANYON SCH
111348	5/30/2012	3	DELL MARKETING L.P.	LASER PRINTER	\$ 608.19	004	SYCAMORE CANYON SCH
				TOTAL	\$ 3,340.27		SYCAMORE CANYON SCH
111270	5/9/2012	3	SPARKLETT'S	BOTTLED WATER	\$ 30.00	005	PROSPECT AVENUE SCH
111274	5/10/2012	3	FUNDRAISING MANAGER	FUNDRAISER - PA	\$ 2,380.80	005	PROSPECT AVENUE SCH
111281	5/10/2012	3	SEA WORLD OF CALIFORNIA	ADMISSIONS	\$ 414.00	005	PROSPECT AVENUE SCH
111299	5/17/2012	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 50.00	005	PROSPECT AVENUE SCH
111314	5/24/2012	3	LEGOLAND CALIFORNIA	ADMISSIONS	\$ 1,176.00	005	PROSPECT AVENUE SCH
111327	5/29/2012	3	ZOOLOGICAL SOCIETY OF	ADMISSIONS	\$ 588.00	005	PROSPECT AVENUE SCH
				TOTAL	\$ 4,638.80		SYCAMORE CANYON SCH
111312	5/23/2012	3	SEA WORLD OF CALIFORNIA	ADMISSIONS	\$ 891.25	006	PROSPECT AVENUE SCH
111318	5/24/2012	3	USS MIDWAY MUSEUM	ADMISSIONS	\$ 690.00	006	CAJON PARK SCHOOL
111363	5/31/2012	3	IDENT-A-KID SERVICES OF AM	SUPPLIES/MATERIALS	\$ 89.80	006	CAJON PARK SCHOOL
				TOTAL	\$ 1,671.05		CAJON PARK SCHOOL
111245	5/3/2012	3	LEGOLAND CALIFORNIA	ADMISSIONS	\$ 1,356.00	007	CHET F HARRITT SCH
111258	5/4/2012	3	DELL MARKETING L.P.	TONER CARTRIDGE FOR PRINTER	\$ 110.02	007	CHET F HARRITT SCH
111261	5/4/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 61.98	007	CHET F HARRITT SCH
111268	5/9/2012	3	SEA WORLD OF CALIFORNIA	ADMISSIONS	\$ 852.50	007	CHET F HARRITT SCH
				TOTAL	\$ 2,380.50		CHET F HARRITT SCH
111280	5/10/2012	3	SEA WORLD OF CALIFORNIA	ADMISSIONS	\$ 851.00	008	CARLTON OAKS SCHOOL
111294	5/17/2012	3	UNITED HEALTH SUPPLIES	HEALTH OFFICE SUPPLIES - CO	\$ 95.63	008	CARLTON OAKS SCHOOL
111295	5/17/2012	3	DEMCO INC	LIBRARY SUPPLIES	\$ 111.18	008	CARLTON OAKS SCHOOL

111296	5/17/2012	3	ZOOLOGICAL SOCIETY OF	ADMISSIONS	\$	130.00	008	CARLTON OAKS SCHOOL
111309	5/23/2012	6	READ NATURALLY INC	ANNUAL TECH SUPPORT SUBSCRIPT	\$	349.00	008	CARLTON OAKS SCHOOL
111326	5/29/2012	3	MIXED BAG	FUNDRAISER - CO	\$	2,217.00	008	CARLTON OAKS SCHOOL
111338	5/29/2012	3	HEINEMANN	CLASSROOM MATERIALS	\$	6,269.66	008	CARLTON OAKS SCHOOL
111339	5/29/2012	3	SCHOLASTIC TEACHING RESOURCES	CLASSROOM MATERIALS	\$	3,099.72	008	CARLTON OAKS SCHOOL
				TOTAL	\$	13,123.19		CARLTON OAKS SCHOOL
111246	5/3/2012	3	ZOOLOGICAL SOCIETY OF	ADMISSIONS	\$	240.00	009	RIO SECO SCHOOL
111337	5/29/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	150.88	009	RIO SECO SCHOOL
111350	5/30/2012	3	CDW GOVERNMENT INC	COMPUTER EQUIPMENT	\$	658.88	009	RIO SECO SCHOOL
				TOTAL	\$	1,049.76		RIO SECO SCHOOL
111277	5/10/2012	3	LIBRARY STORE INC. (THE)	LIBRARY MATERIALS	\$	225.65	010	HILL CREEK SCHOOL
				TOTAL	\$	225.65		HILL CREEK SCHOOL
111243	5/1/2012	3	LARRY BRADFORD & ASSOCIATES	PLAQUE AT HILL CREEK	\$	1,190.00	062	SUPERINTENDENT DEPT
111319	5/24/2012	3	CARLTON OAKS COUNTRY CLUB	SALUTE TO EXCELLENCE	\$	200.00	062	SUPERINTENDENT DEPT
				TOTAL	\$	1,390.00		SUPERINTENDENT DEPT
111247	5/3/2012	3	DELL MARKETING L.P.	DRUM REPLACEMENT FOR PRINTER	\$	49.55	064	BUSINESS SERVICES
111249	5/3/2012	3	JANSEN, CHRISTINA	REPLACE PAYROLL WARRANT	\$	99.07	064	BUSINESS SERVICES
111259	5/4/2012	3	DELL MARKETING L.P.	COMPUTER	\$	575.99	064	BUSINESS SERVICES
111272	5/9/2012	3	NEOPOST, INC.	MAIL RATE INCREASE UPGRADES	\$	137.50	064	BUSINESS SERVICES
111275	5/10/2012	3	OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - ALL SITES	\$	683.59	064	BUSINESS SERVICES
111276	5/10/2012	3	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	\$	1,520.31	064	BUSINESS SERVICES
111310	5/23/2012	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT DELIVERY SERVICES	\$	174.93	064	BUSINESS SERVICES
111311	5/23/2012	3	ACSA	ANNUAL DUES	\$	1,305.31	064	BUSINESS SERVICES
111315	5/24/2012	3	EMPLOYMENT DEVELOPMENT DEPT.	LOCAL EXPERIENCE CHARGE	\$	1,626.81	064	BUSINESS SERVICES
				TOTAL	\$	6,173.06		BUSINESS SERVICES
111332	5/29/2012	3	DEPARTMENT OF GENERAL SERVICES	HEARING OFFICER SVCS	\$	414.00	065	HUMAN RESOURCES
111365	5/31/2012	3	MILLS CAROLYN	OVERPAYMENT REIMBURSEMENT	\$	13.31	065	HUMAN RESOURCES
				TOTAL	\$	427.31		HUMAN RESOURCES
111286	5/11/2012	3	HEINEMANN	EDUCATIONAL MATERIALS	\$	14,700.00	066	EDUCATIONAL SERVICES
111288	5/14/2012	6	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	60.00	066	EDUCATIONAL SERVICES
				TOTAL	\$	14,760.00		EDUCATIONAL SERVICES
111248	5/3/2012	6	OFFICIA IMAGING	COPIER MAINT. AGREEMENT-VI PROG.	\$	412.97	067	SPECIAL EDUCATION
111330	5/29/2012	6	PC MALLGOV	SOFTWARE LICENSES	\$	41.59	067	SPECIAL EDUCATION
111331	5/29/2012	6	CDW GOVERNMENT INC	COMPUTER KIT	\$	227.78	067	SPECIAL EDUCATION
111342	5/30/2012	6	DELL MARKETING L.P.	COMPUTER & MONITOR	\$	718.74	067	SPECIAL EDUCATION
				TOTAL	\$	1,401.08		SPECIAL EDUCATION
111291	5/17/2012	3	HEINEMANN	CLASSROOM MATERIALS	\$	8,002.69	068	EDUCATIONAL PROJECTS
				TOTAL	\$	8,002.69		EDUCATIONAL PROJECTS
111273	5/9/2012	6	EXPRESSIONS DANCE & MOVEMENT CTR	DANCE PRESENTATION	\$	20.00	070	PUPIL SERVICES
111298	5/17/2012	6	WEST ED	SANTEE CARES	\$	20,000.00	070	PUPIL SERVICES
				TOTAL	\$	20,020.00		PUPIL SERVICES
111284	5/11/2012	3	PC MALLGOV	SOFTWARE LICENSES	\$	83.18	073	TECHNOLOGY SERVICES
111290	5/16/2012	3	PEARSON	REGISTRATION FEES	\$	2,000.00	073	TECHNOLOGY SERVICES
111341	5/30/2012	3	DELL MARKETING L.P.	TONER CARTRIDGE	\$	120.93	073	TECHNOLOGY SERVICES

111347	5/30/2012	3	6	TECH4LEARNING	SOFTWARE LICENSES	\$	7,320.00	073	TECHNOLOGY SERVICES
111351	5/30/2012	3		DATTEL SYSTEMS	COMPUTER SYSTEM BALANCER	\$	3,582.91	073	TECHNOLOGY SERVICES
111352	5/30/2012	3		CDW GOVERNMENT INC	POWER ADAPTOR FOR ELMO	\$	41.69	073	TECHNOLOGY SERVICES
111353	5/30/2012	3		SEHI/PROCOMP COMPUTER PRODUCTS	BACKUP FOR VMWARE	\$	6,044.78	073	TECHNOLOGY SERVICES
					TOTAL	\$	19,193.49		TECHNOLOGY SERVICES
111244	5/1/2012	6		RAMONA PAVING AND CONSTRUCTION	ASPHALT REPAIRS - CH	\$	14,946.96	075	MAINTENANCE
111257	5/3/2012	6		AMERICAN MESSAGING	DUTY PAGER	\$	67.84	075	MAINTENANCE
111260	5/4/2012	6		RIVER FIRE & SECURITY, INC	FIRE ALARM REPAIRS - CO	\$	187.50	075	MAINTENANCE
111285	5/11/2012	6		RAMONA PAVING AND CONSTRUCTION	ASPHALT REPAIRS - CH	\$	1,470.00	075	MAINTENANCE
111293	5/17/2012	3		ALL CITIES PEST CONTROL	GOPHER PEST CONTROL SVCS	\$	1,290.00	075	MAINTENANCE
111320	5/24/2012	6		UNITED PARCEL SERVICE	SHIPPING EXPENSES FOR REPAIRS	\$	22.94	075	MAINTENANCE
111328	5/29/2012	6		TRIMCO	ANTI VANDALISM SUPPLIES	\$	225.00	075	MAINTENANCE
111340	5/29/2012	3		ALL CITIES PEST CONTROL	PEST REMOVAL SERVICES	\$	430.00	075	MAINTENANCE
111343	5/30/2012	6		SAN DIEGO DAILY TRANSCRIPT	AD FOR NOTICE TO BIDDERS	\$	554.40	075	MAINTENANCE
111344	5/30/2012	6		RIVER FIRE & SECURITY, INC.	ELECTRICAL REPAIRS - CO	\$	140.00	075	MAINTENANCE
111345	5/30/2012	3		MASON'S SAW & LAWNMOWER	NEW MOWER	\$	12,235.33	075	MAINTENANCE
111349	5/30/2012	6		WATKINS ENVIRONMENTAL, INC.	DISPOSAL SERVICES	\$	500.00	075	MAINTENANCE
					TOTAL	\$	32,069.97		MAINTENANCE
111250	5/3/2012	6		INTERSTATE BATTERY OF	EQUIP/REPAIRS FOR M&O VEHICLE	\$	108.77	076	TRANSPORTATION
111251	5/3/2012	6		SCHOOL BUS PARTS COMPANY	BUS REPAIRS & MAINTENANCE	\$	490.05	076	TRANSPORTATION
111252	5/3/2012	6		DREW FORD	BUS REPAIRS & MAINTENANCE	\$	226.99	076	TRANSPORTATION
111253	5/3/2012	6		GROSSMONT UNION HIGH	BUS REPAIRS & MAINTENANCE	\$	2,440.75	076	TRANSPORTATION
111254	5/3/2012	6		DION INTERNATIONAL TRUCKS LLC	BUS REPAIRS & MAINTENANCE	\$	135.78	076	TRANSPORTATION
111255	5/3/2012	6		TIRE CENTERS, LLC	BUS REPAIRS & MAINTENANCE	\$	2,052.48	076	TRANSPORTATION
111256	5/3/2012	6		A-Z BUS SALES, INC	BUS REPAIRS & MAINTENANCE	\$	365.79	076	TRANSPORTATION
111333	5/29/2012	6		ROADONE	BUS REPAIRS & MAINTENANCE	\$	275.00	076	TRANSPORTATION
111334	5/29/2012	6		BETTY'S UPHOLSTERY	MAINT. VEHICLE REPAIRS	\$	245.00	076	TRANSPORTATION
111335	5/29/2012	6		COUNTY OF SAN DIEGO	HAZARDOUS MATERIALS PERMIT FEE	\$	1,238.00	076	TRANSPORTATION
111336	5/29/2012	6		EAST COUNTY TRANSMISSIONS	BUS REPAIRS & MAINTENANCE	\$	2,452.50	076	TRANSPORTATION
					TOTAL	\$	10,031.11		TRANSPORTATION
111289	5/15/2012	21	39	EARTH NETWORKS, INC.	DATA CABLE - CFH	\$	80.81	077	FACILITIES MODERNIZATION
111321	5/25/2012	21	39	WISEMAN + ROHY	CIP A&E SERVICES	\$	11,148.88	077	FACILITIES MODERNIZATION
111322	5/25/2012	21	39	C&V CONSULTING, INC	CIP A&E SERVICES	\$	2,021.25	077	FACILITIES MODERNIZATION
111323	5/25/2012	21	39	TURPIN & RATTAN	CIP A&E SERVICES	\$	6,401.35	077	FACILITIES MODERNIZATION
111324	5/25/2012	21	39	MERRICK & ASSOCIATES	CIP A&E SERVICES	\$	2,062.50	077	FACILITIES MODERNIZATION
111325	5/25/2012	21	39	WEBB CLEFF ARCHITECTURE	CIP A&E SERVICES	\$	15,557.65	077	FACILITIES MODERNIZATION
111329	5/29/2012	21	39	SOUTH BAY FENCE INC.	ORNAMENTAL FENCING - HC	\$	13,792.00	077	FACILITIES MODERNIZATION
					TOTAL	\$	51,064.44		FACILITIES MODERNIZATION
111263	5/9/2012	3		WAXIE SANITARY SUPPLY	STORES SUPPLIES	\$	113.14	078	WAREHOUSE
111264	5/9/2012	3		CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$	513.97	078	WAREHOUSE
111265	5/9/2012	3		MAINTEX INC	STORES SUPPLIES	\$	533.09	078	WAREHOUSE
111278	5/10/2012	3		OFFICE ADVANTAGE	STORES SUPPLIES	\$	1,066.73	078	WAREHOUSE
111279	5/10/2012	3		MISSION JANITORIAL SUPPLIES	STORES SUPPLIES	\$	213.13	078	WAREHOUSE
111283	5/10/2012	3		LIQUIDBREAKER, LLC	STORES SUPPLIES	\$	3,879.00	078	WAREHOUSE

111300	5/17/2012	3	YARDAGE TOWN	STORES SUPPLIES	\$	225.20	078	WAREHOUSE
111301	5/17/2012	3	CLEANSOURCE	STORES SUPPLIES	\$	104.73	078	WAREHOUSE
111302	5/17/2012	3	OFFICE DEPOT INC	STORES SUPPLIES	\$	49.78	078	WAREHOUSE
111303	5/17/2012	3	STAPLES ADVANTAGE	STORES SUPPLIES	\$	21.16	078	WAREHOUSE
111304	5/17/2012	3	OFFICE ADVANTAGE	STORES SUPPLIES	\$	48.38	078	WAREHOUSE
111305	5/17/2012	3	SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$	61.68	078	WAREHOUSE
111306	5/17/2012	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	77.58	078	WAREHOUSE
111354	5/30/2012	3	OFFICE ADVANTAGE	STORES SUPPLIES	\$	56.89	078	WAREHOUSE
111355	5/30/2012	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	478.93	078	WAREHOUSE
111356	5/30/2012	3	SCHOOL SPECIALTY, INC	STORES SUPPLIES	\$	201.45	078	WAREHOUSE
111357	5/30/2012	3	CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$	359.13	078	WAREHOUSE
111358	5/30/2012	3	MISSION JANITORIAL SUPPLIES	STORES SUPPLIES	\$	97.78	078	WAREHOUSE
111359	5/31/2012	3	WAXIE SANITARY SUPPLY	STORES SUPPLIES	\$	82.75	078	WAREHOUSE
111360	5/31/2012	3	WHOLESALER JOE THE VACUUM KING	STORES SUPPLIES	\$	807.59	078	WAREHOUSE
111361	5/31/2012	3	CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$	570.92	078	WAREHOUSE
					TOTAL \$	9,563.01		WAREHOUSE

\$202,896.24

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 #22244 through #22246 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$1,302.00 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion		Second:		Vote:		Agenda Item E.2.4.
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SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT- \$15,000

Date	Number	Name	Memo	Amount
05/25/12	22244	Department of General Services	DSA Plan Check Fee- CP Solar Roof Project	700.00
06/01/12	22245	Carl's Jr.	Fundraiser- PD	551.00
06/08/12	22246	Bolton & Company Insurace	6th Grade Camp Insurance- HC	51.00
		Total Checks Written		\$1,302.00
		Total to be Reimbursed		\$1,302.00

Consent Item E.2.5 Acceptance of Donations
 Prepared by Karl Christensen
 June 19, 2012

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$490.00	Hager Photography	Rio Seco School
TOTAL DONATIONS RECEIVED	\$490.00		

RECOMMENDATION:

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

This recommendation supports the following District goal:

- Fiscal Accountability
 Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.
- Student Well-Being
 Provide social, emotional and health service programs integrated with community resources, to foster student character and personal well-being.

FISCAL IMPACT:

The donation above is valued at \$490.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: Second: Vote: Agenda Item E.2.5.

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Bridges Educational Corporation	General Service Provider	Training and Consultation Support to Staff for Autistic students/behavior Concerns	7/1/12 - 6/30/13	\$70/hour (not to exceed \$16,000)	Special Education	Independent Contractor
Deaf Community Services of San Diego	General Service Provider	Interpreter Services	7/1/12 - 6/30/13	\$1,000 (not to exceed)	Special Education	Independent Contractor
Dependable Nursing, LLC	General Service Provider	Support and Train District Nursing Staff on Specialized Health Care Procedures	7/1/12 - 6/30/13	\$39-\$65/hour (not to exceed \$2,000)	Special Education	Independent Contractor
LC Barnes Therapy	General Services Provider	Occupational Therapy Services for Student IEPs	7/1/12 - 6/30/13	\$63/hour (not to exceed \$81,648)	Special Education	Independent Contractor
Paula Philpotts	Consultant	LVN Specialized Healthcare Provider	7/1/12 - 6/30/13	\$26/hour (not to exceed \$2,000)	Special Education	Employee
Debora Rocha Munoz	Consultant	Diagnostic Speech/Language Testing (primarily in Spanish)	7/1/12 - 6/30/13	\$80/hour (not to exceed \$1,000)	Special Education	Employee
San Diego Natural History Museum Jennifer Shaw	General Service Provider General Service Provider	Classroom Assembly Physical Therapy Assessments and Therapy Services for Students w/Disabilities	06/20/12 7/1/12 - 6/30/13	\$155.00 \$3,000 (not to exceed)	Assemblies /SC Special Education	Independent Contractor Independent Contractor

Consent Item E.2.7. Approval of Agreement with School Services of California, Inc.
Prepared by Karl Christensen
June 19, 2012

BACKGROUND:

There are times when administration requires assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues. School Services of California (SSC) is professionally and specially trained and competent to provide these services and has provided them to the District for many years. Presented for Board approval is a contract with School Services of California to provide fiscal services for 2012-13 at an annual cost of \$3,120, plus expenses. Additionally, SSC produces the Salary and Benefits Report (SABRE) at the cost of \$250, the same rate as last year.

RECOMMENDATION:

It is recommended that the Board of Education approve the 2012-13 agreement with School Services of California, Inc. to provide fiscal and cost claims services and to purchase the SABRE report.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$3,120, plus expenses, for fiscal and cost claims services for 2012-13 and \$250 for the SABRE report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion		Second		Vote		Agenda Item E.2.7.
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AGREEMENT FOR SPECIAL SERVICES
Fiscal and Mandate Information Services

This is an agreement between the **SANTEE ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as “Consultant,” entered into as of July 1, 2012.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

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

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of “one copy” of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies and one copy of the booklet *Analysis of the Governor’s Proposals for the State Budget and K-12 Education*.
 - b. Providing the option to the Client of receiving information on Consultant’s Internet website regarding major school finance and policy issues.
 - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress.
 - d. Preliminary school district calculation of the base revenue limit using the online base revenue limit calculator on the School Services of California’s website for use in determining the base revenue limit as soon after the budget is adopted based on the major annual school finance legislation.
 - e. Participation at the Consultant’s client rate at the Consultant’s school finance conferences and workshops.
2. Consultant agrees to perform such duties relating to the education reimbursable mandated program as set forth herein. Consultant shall:

SANTEE ELEMENTARY SCHOOL DISTRICT

- a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.
 - b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.
 - c. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.
 - d. Provide one copy of each edition of the Mandate Report containing information on state-mandated reimbursement issues.
3. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including mandate counseling, analysis of specific client revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a “quick query” service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used include Client-specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an indepth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
4. In consideration of the services described above, the Client agrees to pay to Consultant, for services rendered under this agreement:
- a. \$3,120 annually, plus expenses, or payable at \$260 per month, plus expenses, upon receipt of a billing from Consultant.
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 3 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site.
 - d. “Expenses” are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, shipping, and duplication (other than for one copy of the above-mentioned publications).
5. This agreement shall be for the period of one year, beginning July 1, 2012, and terminating June 30, 2013. Either party hereto on 30 days’ written notice may

terminate it at any time prior to June 30, 2013. In the event that the Client elects to terminate services at the end of the agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the client provides written notice. The client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

6. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____

DATE: _____

Santee Elementary School District

BY: _____

DATE: May 18, 2012


JOHN D. GRAY
Vice President
School Services of California, Inc.

**ADDENDUM A
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California, you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. In addition, we now have the **Bargaining Hunter** database product available, which includes the **CADIE** and **SABRE** tables as well as additional reports and actual bargaining unit contract language. The following information describes the **CADIE** and **SABRE** reports and the form at the bottom of the page allows you to order the **CADIE** and **SABRE** or request additional information about our new product **Bargaining Hunter** along with your Fiscal Agreement.

The **Comparative Analysis of District Income and Expenditures** or **CADIE** is a comprehensive computer generated report comparing your district's revenues and expenses to those of forty other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using SACS and CBEDS data available from the California Department of Education.

The **CADIE** includes comparative graphic data showing expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified non-management and administrative personnel, as well as historical data.

The **Salary And Benefits REport** or **SABRE** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated non-management salary and benefits schedule with those of forty other districts of your choice. (Two reports with 20 districts in each).

The **SABRE** includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts as well as comparisons of entry level, average and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the **CADIE** or **SABRE** reports are unlimited. **Bargaining Hunter**, which includes the **CADIE** and **SABRE** tables is a powerful tool when entering into district budget negotiations. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement.

Please check the appropriate items:

_____	I'm interested in learning more about BARGAINING HUNTER; please contact me.		
_____	CADIE Only	\$400*	_____ Use same districts as last year
_____	SABRE Only	\$250*	_____ Use districts of similar type & size
_____	CADIE and SABRE	\$600*	_____ Call me to discuss comparative group

*Cost for two computer runs using up to 20 comparative districts each

District Name: _____

Contact Name & Title: _____

Address (no P.O. Boxes Please): _____

Telephone w/ ext: _____ E-mail _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum and submitting with our contract, the above client agrees to pay for these reports upon receipt of the products and appropriate billing.



BACKGROUND:

Since October 2008, the District has contracted with Santee SD Security to provide security services for its 9 schools and the District Office for a cost of \$50,000 annually. Terry Stasch, owner of Santee SD Security, continues to provide exemplary service and has significantly reduced potential losses by ejecting unauthorized persons found on District property at nights and weekends and by ensuring that all doors are locked and secure.

Over the years, services provided by Santee SD Security have expanded and now include the following:

- Patrol DISTRICT facilities on weekdays during the hours between 2:00 p.m. to midnight and as needed on weekends.
- Be available 24 hours a day/seven days a week to evaluate and respond to DISTRICT security issues, as needed, including notification of local law enforcement services when appropriate.
- Liaison with City fire and safety personnel regarding issues or concerns pertaining to DISTRICT.
- Respond to phone calls from DISTRICT staff reporting safety or security issues.
- Continuously monitor, evaluate and make recommendations to improve DISTRICT's security systems and procedures.
- Complete nightly written inspection reports of all DISTRICT facilities to include verification of perimeter fence security, doors, alarms and camera systems.
- Complete nightly written inspection reports of building conditions (based on established DISTRICT standards), readiness and possible safety concerns.
- Monitor, and make recommendations, for traffic control at school sites to increase safety.
- Collection of deposit bags from each school site and deliver them to the District Office by 4:30 p.m. each school day.

With an expanded scope of services and additional cost of operating a small business, Santee SD Security is requesting an increase in the contract price to \$53,500.

RECOMMENDATION:

It is recommended that the Board of Education approve extension of agreement with Santee SD Security for security services for the 2012-13 fiscal year for a total contract price of \$53,500.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

This fiscal impact is \$53,500 to be paid from the General Fund

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.8.
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SECURITY SERVICES AGREEMENT

This contract is entered into this 20th day of June, 2012 between the Santee School District ("DISTRICT") and Terry Stasch dba Santee SD Security ("SSDS").

SCOPE OF SERVICES:

SSDS shall provide the following services:

- Patrol DISTRICT facilities on weekdays during the hours between 2:00 p.m. to midnight and as needed on weekends.
- Be available 24 hours a day/seven days a week to evaluate and respond to DISTRICT security issues, as needed, including notification of local law enforcement services when appropriate.
- Liaison with City fire and safety personnel regarding issues or concerns pertaining to DISTRICT.
- Respond to phone calls from DISTRICT staff reporting safety or security issues.
- Continuously monitor, evaluate and make recommendations to improve DISTRICT's security systems and procedures.
- Complete nightly written inspection reports of all DISTRICT facilities to include verification of perimeter fence security, doors, alarms and camera systems.
- Complete nightly written inspection reports of building conditions (based on established DISTRICT standards), readiness and possible safety concerns.
- Monitor, and make recommendations, for traffic control at school sites to increase safety.
- Collection of deposit bags from each school site and deliver them to the District Office by 4:30 each school day.

TERMS AND CONDITIONS:

The term of this Agreement shall be from July 1, 2012 through June 30, 2013.

SSDS shall provide its own clearly marked vehicle and uniform at its expense. Monitoring and inspection reports will be summarized and submitted to the Director of Maintenance, Operations, and Facilities on a weekly basis.

SSDS shall provide liability insurance with coverage, limits, and carrier approved by DISTRICT. A copy of the policy shall be provided to DISTRICT, upon request. SSDS shall ensure that the carrier notifies DISTRICT in advance of termination.

SSDS shall employ staff that is courteous, helpful and considerate to provide services under this contract. SSDS employees shall not use improper language or act in a loud, boisterous manner, or act in any inappropriate or improper manner as determined by DISTRICT.

SSDS agrees that all service personnel under this contract shall be employees of the security company, who has the sole and exclusive right to hire and discharge any employees, and shall be solely responsible for all actions and functions to be carried out by its employees.

SSDS shall be and remain an Independent Contractor with respect to all services performed under the contract. SSDS accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker’s compensation insurance, Medicare, unemployment insurance, or retirement benefits, pensions or annuities, now or hereafter imposed under the State and Federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and hold harmless DISTRICT from any claims for contributions, taxes or liabilities thereof.

All persons performing work hereunder shall, at all times, be recognized as SSDS employees and work under SSDS’s control and supervision. SSDS employees shall not be deemed employees of DISTRICT for any purpose, and shall not acquire any rights or benefits provided for employees of DISTRICT. However, SSDS’s supervisors shall, in the performance of services in this contract, comply with the written or verbal instructions received from authorized DISTRICT representatives. Supervisors shall then be directly responsible for transmitting this information to SSDS employees.

Precautions shall be exercised at all times for the protection of persons and property. SSDS shall conform to all OSHA, State, County and City regulations while performing services under the terms and conditions of this Agreement.

SSDS certifies that it is fully licensed in the State of California to provide security services and shall maintain said licenses current and in proper form for the entire term of this Agreement.

SSDS personnel are required to adhere to all Federal, State and Local laws that apply to the provisions of the services under this contract, as well as those laws that regulate the general public. The special role of SSDS employees in securing people and property in no way relieves SSDS or its employees of this obligation.

SSDS shall complete criminal and civil background investigation checks on all of its employees working in DISTRICT facilities. SSDS shall provide a copy of criminal and civil histories for those documents considered public record upon request.

SSDS shall adhere to the following holiday and flex day schedule:

HOLIDAYS (15):

Labor Day	Veteran’s Day
Day prior to Thanksgiving Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Eve
Christmas Day	New Year’s Eve
New Year’s Day	Martin Luther King’s Birthday
Lincoln’s Birthday	Washington’s Birthday
Good Friday	Memorial Day
Independence Day	

FLEX DAYS: SSDS shall receive fifteen (15) flex days off throughout the contract period to cover time on duty outside of the regular hours of operation to cover special activities pursuant to advance notification, or in case of emergencies that may arise.

In the event that this Agreement is renewed for a subsequent year, unused flex days not used from the previous year may be carried over to the next year for use, up to a maximum of fifteen (15). SSDS shall not be entitled to cash payment for any unused flex days.

TERMINATION: Either party may terminate this Agreement at any time with cause ("Termination for Cause") or without cause ("Termination for Convenience"). For Termination for Cause, the terminating party shall provide seven (7) days advance written notice to the other party. For Termination for Convenience, the terminating party shall provide thirty (30) days advance written notice to the other party.

PAYMENT FOR SERVICES: In exchange for rendering services as outlined above, SSDS shall be paid a total of \$53,500 in twelve (12) equal monthly installments at the end of each calendar month for the term of this Agreement.

Approved by DISTRICT Board of Education _____

DISTRICT Representative (Karl Christensen)

SSDS (Terry Stasch)

Consent Item E.3.1.
Prepared by Karl Christensen
June 19, 2012

Authorization/Ratification to File Notice of Completion
Document for the 10-Classroom Addition
at Hill Creek School

BACKGROUND:

The Hill Creek Addition project was completed at the end of April 2012. Notice of Completion documents have/will be filed with the County Recorder for the project. Retention amounts withheld from progress payments will be released after 30 days from the date of recording the Notice of Completion.

PROJECT	CONTRACT AMOUNT	PROJECT SAVINGS RETURNED TO DISTRICT	CONTRACTOR
Hill Creek Addition	\$6,276,140	\$331,597	Balfour Beatty Construction

RECOMMENDATION:

It is recommended that the Board of Education authorize/ratify the filing of Notice of Completion documents for the completed projects as listed above and acceptance and closeout of final guaranteed maximum price and approval of contract change orders.

This item supports the following District goal:

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

FISCAL IMPACT:

The final guaranteed maximum price was \$6,276,140. Savings returned to the District totals \$331,597, resulting in a final contract amount of \$5,944,543 funded from Capital Improvement Program Funds.

STUDENT ACHIEVEMENT IMPACT:

Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion:		Second:		Vote:		Agenda Item E.3.1.
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CONTRACT CHANGE ORDER #001
AMENDMENT FIFTEEN (PHASE IV – HILL CREEK SCHOOL ADDITION) TO THE CONSTRUCTION SERVICES AGREEMENT LEASE-LEASEBACK, SITE LEASE, AND SUB LEASE AGREEMENT

Santee School District
 9625 Cuyamaca Street
 Santee, CA 92071

Date: June 11, 2012

RE: Hill Creek School Addition
 D.S.A. #: 04-110-505

CHANGE REQUEST #: 001
 BALFOUR BEATTY JOB #: 10858005

This change order represents full and final settlement for all remaining contractor and owner cost and time issues related to this project through June 11, 2012 and final reconciliation of Owner Contingency and Contractor's Contingency and allowances as follows:

- | | |
|--|----------------|
| 1. PROJECT SAFE ALLOWANCE CREDIT: | (\$3,437.00) |
| 2. TOTAL ALLOWANCES CREDIT | (\$103,970.00) |
| 3. TOTAL OWNER CONTINGENCY CREDIT | (\$52,712.00) |
| 4. TOTAL CONTRACTOR CONTINGENCY CREDIT | (\$171,478.00) |

Performance of the above-defined work will **DECREASE** the **CONTRACT** price in the amount of **<u>\$331,597.00>**

Enclosures: Owner Project Safe Log, Allowance Log, Owner Contingency Log and Contractor's Shared Contingency Log

Upon signing by the Owner and Contractor, the above noted Contract is hereby amended per this Change Order and the terms of the Agreement.

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. Acceptance of this change order constitutes approval to fund these changes from the Owner's and Contractor's Contingency funds held by Balfour Beatty Construction, formerly known as douglas e. barnhart, inc..

ORIGINAL AMENDMENT AMOUNT	\$6,276,140.00
PREVIOUS CHANGE ORDER AMOUNT	\$0.00
AMOUNT THIS CHANGE ORDER	(\$331,597.00)
TOTAL CHANGE ORDER AMOUNT	(\$331,597.00)
REVISED AMENDMENT AMOUNT	\$5,944,543.00

Balfour Beatty Construction		Santee School District
CONTRACTOR		OWNER
10620 Treena St. San Diego, CA 92131		9625 Cuyamaca St., Santee CA 92071
ADDRESS		ADDRESS
BY (ANTON GREENVILLE)		BY (KARL CHRISTENSEN)
DATE		DATE

Hill Creek Addition - Final Contract Amount

Original Contract		\$6,276,140
Project Safe Allowance Savings	(\$3,437)	
Allowance Savings	(\$103,970)	
Owner Contingency	(\$52,712)	
Contractor 'Owner' Contingency Savings	(\$171,478)	
	<u>(\$331,597)</u>	
Total Contract Savings		<u>(\$331,597)</u>
Final Total Contract Amount		\$5,944,543

Consent Item E.3.2.
Prepared by Karl Christensen
June 19, 2012

Approval of Amendment No. 2 to Architectural
Services Agreement with Trittipio Architecture
and Planning

BACKGROUND:

On November 5, 2008, the District entered into an Agreement with Trittipio Architecture & Planning ("TAP") to provide Architectural Services for the District's Capital Improvement Program ("CIP"). On January 18, 2011, Amendment No. 1 was approved by the Board to address payments from TAP to its sub-consultants becoming in arrears, thereby jeopardizing completion of District projects. Since that time, invoices from TAP have been submitted several months late to the District and sub-consultants have continued to complain about their invoices to TAP being 60 to sometimes over 90 days late.

Over the last several months, the District has worked with TAP to try and rectify this problem and ensure completion of District projects with no delay. For the latest round of invoices submitted by TAP in March, the District has been working with TAP to secure releases from sub-consultants allowing separate payment to them by the District. Amendment No. 2 to the Agreement with TAP codifies that arrangement and supersedes the provisions of Amendment No. 1.

RECOMMENDATION:

It is recommended that the Board of Education approve Amendment No. 2 to the Architectural Services Agreement with Trittipio Architecture and Planning.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.2.
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**AMENDMENT NO. 2 TO THE NOVEMBER 5, 2008 AGREEMENT FOR
ARCHITECTURAL SERVICES**

This Amendment No. 2 to the Agreement for Architectural Services dated November 5, 2008 (“Original Agreement”) is made and entered into this 20th day of June, 2012, by and between the Santee School District (“DISTRICT”) and Trittippo Architecture & Planning (“ARCHITECT”), collectively referred to as the PARTIES.

RECITALS

WHEREAS, on November 5, 2008, the PARTIES entered into the Original Agreement for ARCHITECT to provide architectural services for the DISTRICT’s Capital Improvement Program (“DISTRICT PROJECTS”); and,

WHEREAS, on January 18, 2011, the PARTIES entered into Amendment No. 1 to require submission of release statements from sub-consultants for invoices submitted by ARCHITECT (“AMENDMENT 1”); and,

WHEREAS, the PARTIES desire to cancel and supersede the provisions of AMENDMENT 1 and execute this Amendment (“AMENDMENT 2”) to amend the Original Agreement to incorporate provisions regarding payment by the DISTRICT directly to sub-consultants procured by ARCHITECT to perform work related to DISTRICT PROJECTS as described in Section 3.3.1 of the Agreement (“CONSULTANTS”);

WHEREAS, for purposes of more fully defining the term as used in this AMENDMENT 2, CONSULTANTS shall include any and all engineers and architects procured by ARCHITECT as independent contractors for DISTRICT PROJECTS which shall include the following trades or areas of expertise:

- Structural
- Electrical
- Mechanical
- Civil
- Plumbing
- Landscaping
- Architects

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

TERMS

1. AMENDMENT 1 shall become null and void and be superseded entirely by AMENDMENT 2, effective June 20, 2012.
2. Section 3.11.4 **Payment To Architect** of the Original Agreement is deleted in its entirety and replaced with the following:

“ Architect’s compensation and reimbursable expenses shall be paid by District to Architect and CONSULTANTS no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule providing in Exhibit “B,” and the compensation rates indicated in Exhibit “C,” attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The statement shall include a line item deduction for the amount owed by Architect to all CONSULTANTS working on the projects for the same period to which the statement pertains and be accompanied by copies of invoices, or similar documents, submitted by CONSULTANTS to Architect for this same period (“Consultant Invoices”). Consultant Invoices shall include the following:

- A dated notation of “Amount and work verified, Ok to Pay” signed by an officer of the Architect.
- A signed statement from the CONSULTANT indicating agreement with the following:

I certify that the below named sub-consultant is due the following amount for professional services provided to Trittipo Architecture & Planning (Trittipo) pursuant to contract on projects for the Santee School District (District). Named sub-consultant does not have a contract with the District for these provided services and payment from the District in the amount stated below does not create such a relationship or alter named sub-consultant's contract with Trittipo Architecture & Planning.

Payment amount owed: \$XXXX for services rendered through XX-XX-XXXX.

The amount paid to Architect and CONSULTANTS shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit “B,” attached hereto. District shall, within thirty (30) days of receiving such statement with accompanying complete Consultant Invoices, review and reconcile the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Payments by the District to Architect shall be split into separate payments to CONSULTANTS for the amount(s) specified on Consultant Invoices and to the Architect for the net amount after deduction of Consultant Invoices. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, no less than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment,

Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Architect is responsible for and must submit the same documentation required for basic services with any request for Additional Services, including a line item breakdown of amounts owed to CONSULTANTS for Additional Services and complete Consultant Invoices for all Additional Services. District shall, within thirty (30) days of receiving such statement with accompanying complete Consultant Invoices, review and reconcile the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320 in separate payments to the Architect and to CONSULTANTS. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.”

3. The first sentence of Section 3.11.5 **Withholding Payment to Architect** of the Original Agreement shall remain as follows:

“The District may dispute payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement.”

IN WITNESS WHEREOF, the PARTIES have, by their duly authorized representatives, executed this Amendment No. 2 to the Original Agreement, in duplicate, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to the Original Agreement.

ARCHITECT:

TRITTIPO ARCHITECTURE AND PLANNING

BY: _____ Dated: _____

DISTRICT:

SANTEE SCHOOL DISTRICT

Approved by the Board 6-19-2012

BY: _____ Dated: _____

Karl Christensen
Assistant Superintendent, Business Services

Consent Item E.4.1.

Approval of Excel Therapy Agreement for
Language Speech Therapy Services

Prepared by Kristin Baranski
June 19, 2012

BACKGROUND:

As part of a student's Individual Education Program (IEP), language speech therapy services are necessary in order for some special education students to demonstrate educational progress.

There are currently Santee School District postings for 1.5 FTE Language Speech and Hearing Specialist positions; however, in the interim we must provide this service. Until permanent employees are hired, Excel Therapy is able to continue to provide the support needed.

RECOMMENDATION:

Administration recommends that the Board of Education approve the agreement with Excel Therapy for language speech therapy services for the term of July 1, 2012 through June 30, 2013.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The annual cost for the regular school year for language speech therapy services is \$117,000. The .50 FTE hourly rate is \$70.00 per hour, 16.25 hours a week. The 1.0 FTE hourly rate is \$65.00 for 32.5 hours per week.

STUDENT ACHIEVEMENT:

Language speech therapy services are necessary for some special education students to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.1.



SUPPLEMENTAL STAFFING AGREEMENT

CLIENT:	Santee School District	
	("CLIENT")	
Address:	Physical Address:	Mailing Address:
	9625 Cuyamaca St. Santee, CA. 92071	Same
COMPANY:	Excel Services LLC, DBA Excel Therapy Services, a California Company ("COMPANY")	
Address:	Physical Address:	Mailing Address:
	500 W. Harbor Drive, #424 San Diego, CA 92101 Attn: Faye M. Vieyra / R. Carlos Vieyra	8880 Rio San Diego Dr. 8th floor, #803 San Diego, CA 92108 Attn: Faye M. Vieyra / R. Carlos Vieyra
Service Agreement Date:		

THIS SUPPLEMENTAL STAFFING AGREEMENT ("Agreement") is entered into by and between the above-named COMPANY and CLIENT as of the Agreement date set forth above.

WHEREAS, COMPANY has the ability to provide the services of qualified, experienced, professionally licensed and competent Speech-Language Pathologists through its Employees or Independent Contractors ("Employee") and has the ability to provide the services to various health care provider entities and schools districts such as the CLIENT;

WHEREAS, CLIENT requires the services provided by COMPANY; and

WHEREAS, THE PARTIES, intending to be legally bound, agree as follows:

COMPANY SERVICES

Provision of Services. COMPANY shall provide speech therapy services at the address the CLIENT set, upon the request of the CLIENT. COMPANY shall be responsible for screening all its Employees to ensure suitability and eligibility to perform the assignments requested by the CLIENT. Applicable eligibility documentation shall be provided to the CLIENT upon request.

Documentation. COMPANY shall keep and maintain records of all Services rendered as required by federal, state and local laws and regulations and applicable third party payors. CLIENT shall be solely responsible for obtaining any and all consents, releases, and approvals that are required by applicable law or otherwise for the provision of Services, including, without limitation, consents from any applicable payor, the patient, the patient's responsible party or other party.

Qualifications. The COMPANY's assigned employee shall be currently licensed or certified by the State of California and/or the appropriate authority for the assignment requested. COMPANY's Employee shall carry all appropriate documentation including a copy of their valid and unrestricted license or certification. COMPANY shall provide current copies of his professional licensure, annual health screening, and proficiency skills checklists. In addition, COMPANY's Employee shall have knowledge of HIPAA compliance and shall not disclose patient protected health information except as may be required by law. COMPANY shall be responsible for normal obligations of an independent contractor, including but not limited to fulfilling his obligations of federal and state taxes, fulfilling obligations to Social Security, and all other government mandated programs.

Approvals. CLIENT shall designate an individual to whom COMPANY's Employee shall report and upon whose authority COMPANY's Employee shall be entitled to rely for directions and approvals in connection with this Agreement.

Operations and Notice of Adverse Events. COMPANY shall maintain in good standing all federal, state and local licenses and certifications required to operate and provide Services to its clients.

CLIENT RESPONSIBILITIES

Resident Authorization. CLIENT shall consider COMPANY's Employees evaluation and recommendations in its care planning process, subject to the medical orders and recommendations of the patient's physicians. CLIENT shall determine patient eligibility for Services and obtain all authorizations necessary to submit claims for reimbursement on behalf of patients. CLIENT may authorize COMPANY's Employee to assist it in obtaining such authorizations, including, but not limited to, obtaining physician orders and therapeutic informed consent from the patients and/or their responsible parties.

Notice of Adverse Actions. CLIENT and COMPANY shall each, within ten (10) business days after receipt thereof, deliver to the other complete copies of any legal, administrative or governmental surveys,

investigations, reviews, or proceedings initiated against CLIENT or COMPANY with respect to Services provided by COMPANY.

TERM AND TERMINATION

Term. The initial term of this Agreement shall be for a period of one (1) school year and shall commence in full force and effect from the date first set forth above in this Agreement. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement at any time, with or without cause, effective upon delivery to the other party of at least thirty (30) days prior written notice of termination. Additionally, this Agreement may be terminated as follows:

Any party may terminate this Agreement immediately if the other party (a) makes an assignment for the benefit of creditors or is the subject of a bankruptcy or other proceeding under state or federal law, (b) liquidates or appoints a receiver with respect to its assets, (c) breaches any of its representations and warranties made in connection with this Agreement, (d) is excluded from participation in any health care program, including, but not limited to, the Medicare and Medicaid programs (e) is convicted of a felony, or (f) upon termination or suspension of the other's certification, license, or other approval necessary to operate or render Services.

Except as otherwise set forth herein, with respect to any other material breach of this Agreement, the non-breaching party may terminate this Agreement upon prior written notice to the breaching party if the breach is not cured within thirty (15) days following delivery of such notice. The notice shall specify, in reasonable detail, the acts or omissions constituting the breach. Notwithstanding anything to the contrary herein, in the event any breach might (a) place the health, safety or welfare of any of COMPANY's employees or CLIENT's patients in jeopardy, or (b) constitute a violation of applicable law or regulations, the requirements of any governmental agency having jurisdiction of the COMPANY or COMPANY's Employees, its patients, CLIENTS or operations, or the reasonable requirements of any third-party payor; then the breaching party shall cure the breach immediately, and the non-breaching party may: (i) immediately terminate this Agreement unless the breaching party shall cure the breach immediately, and/or (ii) the non-breaching party may pursue such additional rights or remedies as may be provided at law, in equity or under this Agreement.

COMPENSATION, FEE SCHEDULES, AND REIMBURSEMENT

Compensation. CLIENT shall pay COMPANY for Services rendered in accordance with the Contractor Fee Schedule which is attached hereto as Exhibit "A" and incorporated herein by reference. Itemized invoices shall be forwarded to the CLIENT on the 1st of the every month for services performed between the 16th and the last day of the previous month, and on the 16th of every month for services performed between the 1st and the 15th of that month, along with a copy of the applicable time card(s).

Payment. Except as otherwise provided in this Agreement or the Contractor Fee Schedule, CLIENT shall pay, after receiving COMPANY's invoice, within twenty (20) days of COMPANY's invoice date for

services. In the event CLIENT should dispute any amount on COMPANY's bill, CLIENT agrees to pay all undisputed amounts within the twenty (20) days receipt of COMPANY's invoice for services. CLIENT agrees that it is solely responsible for all amounts due to COMPANY under this Agreement without regard to any claim or further billing. If CLIENT fails to make payment for any undisputed Services within thirty (30) days of Contractor's invoice for services, interest of 5% monthly shall be assessed on accounts that are past due. Remittance of invoices shall be fax to CLIENT or sent to its address.

Overtime. CLIENT shall not be responsible for payment of any overtime work performed by COMPANY's Employees unless CLIENT provides prior consent. Only upon prior consent shall overtime be charged to CLIENT at 1.5 times the bill rate to be paid to Employees only for such increase in pay rate if Employees works more than forty (40) hours in a work week (work week is defined as Monday through Sunday). Any changes in law will be immediately applicable.

Special Requirements. Any special requirements of CLIENT shall be communicated to COMPANY at the time of CLIENT's request for services. This shall include but not be limited to any special techniques, equipment, or other requirements for patient care and COMPANY's employees shall have access to any manuals or guidelines necessary for the operation of said equipment.

Documentation. CLIENT shall keep all documents related to services rendered by COMPANY. COMPANY shall not be responsible for any errors or omissions in documentation or information for Services provided to any third party payor unless such errors or omissions resulted in whole or in part from COMPANY's Employee failure to prepare, maintain and deliver to CLIENT timely and accurate documentation of Services in accordance with its obligations under this Agreement.

INSURANCE

COMPANY's Employees shall maintain professional liability insurance coverage at coverage levels required by applicable law, but in no event less than One Million Dollars (\$1,000,000) per claim or occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year. Further, COMPANY shall maintain employer's liability coverage to cover all of COMPANY's employees in such amounts as may be required by law. In the event such coverage is through a "claims made" policy and is either cancelled, replaced or non-renewed, Contractor shall obtain and maintain extended coverage ("tail") insurance covering occurrence during the effective period of this Agreement.

CONFIDENTIAL INFORMATION AND RECORDS

Confidential Information. Each party shall preserve the confidentiality of all confidential and/or proprietary information disclosed to the other party in connection with this Agreement, including, without limitation, nonpublic financial information, manuals, protocols, policies, procedures, marketing, and strategic information, COMPANY lists, computer software, training materials, Resident health information, Resident records, and Resident care and outcomes data ("Confidential Information") as required by law. No party shall use for its own benefit or disclose or otherwise disseminate to third parties, directly or indirectly, any other party's Confidential Information without prior written consent

from the other party. Upon termination of this Agreement, all Confidential Information and copies thereof shall be returned to the party that owns and/or provided such Information. Each party shall comply with applicable federal, state and local laws and regulations with respect to all Confidential Information, including, but not limited to, any disclosures thereof pursuant to this paragraph.

Patients Records. CLIENT shall be solely responsible for maintaining all patients records. CLIENT shall make available to COMPANY for review and inspection on a timely basis and upon request, individual patient treatment and records, necessary for proper evaluation, screening, treatment, provision and documentation of Services. Subject to applicable law, CLIENT may incorporate copies of such records into its own records and CLIENT shall, where required, obtain all consents necessary to permit such access to and disclosure of patients records to COMPANY. CLIENT and COMPANY agree to comply with all federal, state and local laws and regulations applicable to the maintenance, disclosure, treatment or other use of such patients records. Patients records are CLIENT's property and originals of such records shall be maintained at the CLIENT's Facilities.

Access to Records. Until the expiration of four years after the furnishing of Services, COMPANY shall make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, or their duly authorized representatives, this Agreement, any subcontracts, and such other books, documents, and records that are necessary to certify the nature and extent of costs for Services pursuant to 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D, Section 420.300 *et seq.*, and any other applicable law or regulation. If COMPANY carries out any of the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a sub-contractor or with a related organization, the subcontract shall also contain an access clause to permit access by the Secretary, Comptroller General, and their authorized representatives to the subcontractor's books and records subject to the same contingencies noted above. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which COMPANY may be entitled under applicable law or regulations.

REPRESENTATIONS AND WARRANTIES

COMPANY. COMPANY hereby warrants and represents to CLIENT:

COMPANY is able to provide to CLIENT Speech Therapists licensed in the state of California, and is registered to do business and in good standing in the State where COMPANY operates.

There are currently no court orders, consent decrees, judgments or similar directives, including without limitation corporate integrity agreements under 42 USC Sec. 1320a-7b(f), affecting COMPANY.

To the best of COMPANY's knowledge, the business operations of COMPANY comply with all local, State and Federal zoning, labor and other applicable laws, ordinances, rules and regulations applicable to COMPANY.

COMPANY is duly authorized and able to consummate the transactions contemplated by this Agreement.

Neither COMPANY nor any individual or entity with a direct or indirect ownership or control interest of five percent (5%) or more of COMPANY, nor any director, officer, agent or employee of such party, is debarred, suspended or excluded under any state or federal healthcare program.

COMPANY is not subject to any sanction or exclusion from participation in, Medicare, Medicaid or any other state or federally funded health care programs. COMPANY agrees to immediately disclose in writing to CLIENT (a) the existence of any actual or threatened federal, state or local investigations and/or imposed sanctions of any kind, in progress or initiated subsequent to the date of this Agreement, the filing of any criminal charge against COMPANY's Employee assigned to CLIENT related to the delivery of health care services, elder abuse, child abuse, child pornography, battery, any sexual abuse, fraud, intentional or unintentional homicide, drug use, drug possession, drug distribution, (c) the making of any formal proposal to exclude COMPANY from participation in Federal reimbursement programs, and (d) any conviction, debarment or exclusion of COMPANY in connection with any of the foregoing, affecting COMPANY, its parent, subsidiaries, or any officer, director or owner of COMPANY, whether arising during or related to the term of this Agreement. Upon the occurrence of any of the foregoing events (a) through (d), or any other material noncompliance with applicable law.

CLIENT. CLIENT hereby warrants and represents to COMPANY:

CLIENT is the Santee School District, duly formed under the laws of the state of California.

To the best of CLIENT's knowledge, the operations of CLIENT comply with all local, State and Federal zoning, labor and other applicable laws, ordinances, rules and regulations applicable to CLIENT.

CLIENT is duly authorized and able to consummate the transactions contemplated by this Agreement.

CLIENT is responsible for the scheduling and supervision of COMPANY's Employees and shall provide orientation as deemed necessary to ensure safe, normal and acceptable care and service to their patients. The CLIENT is responsible for maintaining the supervision of COMPANY's Employee assigned to CLIENT regarding, but not limited to: time logs, billing and CLIENT paperwork and procedures, third party paperwork or billing. All site specific information shall be conveyed to COMPANY's Employee at the beginning of the assignment, including an emergency egress plan.

INDEMNIFICATION

Mutual Indemnification. COMPANY and CLIENT agree to protect, defend, indemnify, save and hold harmless each other and their affiliates and subsidiaries and respective members, shareholders, officers, directors, agents, Employees and servants for, from and against all liability, causes of action, expense, proceedings, obligation, damage, loss, cost, including without limitation attorney's fees and costs of suit arising directly or indirectly, from any intentional or unintentional act, neglect, default or omission of either party or their Employees or agents under the Agreement.

Notice and Handling. A party receiving notice of a Claim or potential Claim shall send written notice to the other within fourteen (14) days, and shall fully cooperate in the defense thereof by counsel mutually acceptable to the parties. The parties' rights to indemnification set forth in this Article are non-exclusive and are not intended to affect in any way any other rights of the parties to indemnification under applicable federal, state or local laws and regulations.

COMPANY EMPLOYEES

COMPANY is not an employment agency and does not encourage its CLIENTS to hire its employees. However, should CLIENT directly solicit and hire one of COMPANY'S Employees who is under their employ or was 6 months prior to his/her resignation to the COMPANY, during the term of this Agreement and the offer is accepted by the person, a placement fee of \$8,000.00 shall be reimbursed to COMPANY. CLIENT shall provide written notification to COMPANY of its intent to hire one of COMPANY'S employees. The fee is non refundable and shall be paid in full prior to the person becoming an employee of the CLIENT. The placement fee shall be CLIENT exclusive remedy for any and all claims or damages arising out of the breach of this covenant. Nothing herein shall preclude CLIENT from advertising available positions or opportunities by posting in the CLIENT's facilities or through newspaper ads or other generally accepted recruiting mediums, nor shall CLIENT be required to discriminate against legitimate job or contract applicants for available positions or contracts on any unlawful basis. The parties acknowledge that the restrictions set forth in this Article are reasonable in scope and important to COMPANY'S business interests, and that the enforcement of this Article does not restrict CLIENT from engaging in COMPANY'S Services.

GENERAL PROVISIONS

Independent Contractors. This Agreement is a contract between independent parties and shall not be construed to create any relationship other than that of independent contractors. Each party shall act and perform as an independent contractor with respect to the other party. Neither party shall represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity, except as specifically provided in this Agreement.

Exclusivity. This agreement shall not be exclusive to either party. CLIENT and COMPANY agree that COMPANY may service other clients, and CLIENT may contract for services of other contractors, at all times during the term of this Agreement.

Compliance with Applicable Laws. Each party shall comply with applicable federal, state and local laws and regulations in performing under this Agreement, including, but not limited to, Title VI of the Civil Rights Act of 1964, and all other applicable laws and regulations regarding discrimination on the ground of race, age, color, sex, handicap, national origin, religion, disability, or exclusion from participation or denial of benefits under any program or activity provided by any party.

Fair Market Value. The amounts to be paid to CLIENT hereunder have been determined by the parties through good faith and arms-length bargaining to be the fair market value of the services to be rendered hereunder. No amount paid or to be paid hereunder is intended to be, nor will it be construed as, an offer, inducement or payment, whether directly or indirectly, overtly or covertly, for the referral of patients by CLIENT to COMPANY, or by COMPANY to CLIENT, or for the recommending or arranging of the purchase, lease or order of any item or service. For purposes of this section, COMPANY and CLIENT will include each such person or entity and any affiliate thereof. No referrals are required under this Agreement.

Construction. This Agreement has been negotiated by and between COMPANY and CLIENT in arms-length negotiations, and both parties are responsible for its drafting. Both parties have reviewed this Agreement with appropriate counsel, or have waived their right to do so, and the parties hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against either party, but in accordance with the plain language and intent hereof. Captions and headings are used herein for convenience only, and shall play no part in the construction of any provision of this Agreement.

Regulatory Changes. COMPANY and CLIENT mutually agree that in the event local, state or federal government agencies promulgate regulations which materially affect the terms of this Agreement, this Agreement shall be immediately subject to renegotiation upon the initiative of either party.

Governing Law and Consent to Jurisdiction. This Agreement is made and entered into, and venue for any action or proceeding hereunder shall lie exclusively, in San Diego County, California, unless otherwise agreed by the parties in writing. The validity, construction, interpretation, effect and enforceability of this Agreement shall be governed by the laws of the State of California.

Binding Arbitration. If the parties to this agreement are unable to informally resolve disputes that may arise related to this Agreement, the parties shall submit the dispute to binding arbitration in accordance with the California Code of Civil Procedures provisions relating to arbitration or Procedure for Arbitration. During the pendency of any arbitration, this Agreement shall remain in full force and effect and any award rendered shall be considered final and binding.

Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given: (1) when personally delivered, return receipt requested, by a party hereto, or by messenger, to a person at the address listed on the first page of this Agreement; (2) by next day express courier, return receipt requested; or (3) upon delivery or refusal of same after having been mailed by registered or certified mail, return receipt requested, postage prepaid. All notices are to be sent to a party at the address set forth above. Any party may change its notice address from time to time by written notice to the other party in accordance with this paragraph.

Severability/Waiver. Any portion or provision of this Agreement that is invalid, illegal or unenforceable under applicable law shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the validity, legality or enforceability of the remaining portions or provisions in this Agreement.

Attorneys' Fees. In the event of any dispute between the parties arising under or in relation to this Agreement, the prevailing party in such dispute or litigation shall have the right to receive from the non-prevailing party all of the prevailing party's reasonable costs and attorneys' fees incurred in connection

with any such dispute and/or litigation. As used herein, the term "prevailing party" shall refer to that party to this Agreement for whom the result ultimately obtained most closely approximates such party's position in such dispute or litigation.

Waiver. Failure of either party to enforce the provisions of this Agreement or to require the other party to perform any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, nor shall it affect the right of either party to subsequently enforce any provision of this Agreement.

Assignment. COMPANY acknowledges and agrees that CLIENT is entering into this Agreement based upon the stated expertise, ability and reputation of COMPANY. Therefore, this Agreement and the rights and obligations of CONTRACTOR may be assigned or delegated, in whole or in part, directly or indirectly, with the consent of CLIENT. Additionally, COMPANY will not have the power or authority to act on behalf of the CLIENT in any capacity. CLIENT and COMPANY must authorize specifically, in writing, all requests for reconsideration, review, appeal and administrative law judicial requests.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

Durability. This Agreement shall inure to the benefit of and be binding on the COMPANY, CLIENT and their respective successors and assigns.

Entire Agreement. This Agreement including Exhibit "A", contain the complete and entire agreement between the parties, and supersedes all prior proposals, agreements and representations related to the subject matter of this Agreement. No changes, alterations, modifications or qualifications to the terms contained in this Agreement shall be made or be binding upon the parties unless specifically consented to in writing by the parties' authorized representatives.

IN WITNESS WHEREOF, COMPANY and CLIENT have signed this Agreement effective as of the Commencement Date written above.

COMPANY:

Excel Services LLC.

By:

R. Carlos Vieyra
Administrator and Authorized Agent

R. Carlos Vieyra

Date: 05/25/12

CONTRACTOR:

By:

Name:

Date:

EXHIBIT "A"

RATE SCHEDULE

1.a- CLIENT will pay COMPANY for the services at the following hourly rates:

*Speech Therapist 1: \$70.00 per hour

This rate include any therapy, meetings and paperwork.

2.a- CLIENT will pay a minimum of 16.25 hrs per week during the term of this agreement.

3.a- Any work beyond the 16.25 hrs per week requires authorization from CLIENT representative.

1.b- CLIENT will pay COMPANY for the services at the following hourly rates:

*Specch Therapist 2: \$65.00 per hour

This rate include any therapy, meetings, paperwork and supervision and support.

2.b- CLIENT will pay a minimum of 32.5 hrs per week during the term of this agreement.

COMPANY:

Excel Services LLC.

By:

Administrator and Authorized Agent

R. Carlos Vieyra

Date: 05/25/12

CONTRACTOR:

By:

Name:

Consent Item E.4.2.

Approval of HMSystems, Inc. Agreement for Occupational Therapy (OT) Services

Prepared by Kristin Baranski
June 19, 2012

BACKGROUND:

As part of a student's Individual Education Program (IEP), occupational therapy (OT) services are necessary in order for some special education students to demonstrate educational progress.

We continue to contract with LC Barnes Therapy for .80 FTE. The OT caseload continues to require at total of 1.20 FTE. In order to meet yearly OT services as documented on each student's IEP, administration recommends continuing to contract with HMSystems, Inc. for .40 FTE.

Currently, there are Santee School District postings for occupational therapists' positions; however, until permanent employees are hired, HMSystems, Inc. is able to provide the part-time support needed.

RECOMMENDATION:

Administration recommends that the Board of Education approve the agreement with HMSystems, Inc. for occupational therapy services for the term of July 1, 2012 through June 30, 2013.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Annual cost for the regular school year for occupational therapy services will be \$127,568. OT services provided by LC Barnes Therapy will provide OT services for 162 days, 8 hours day, at the hourly rate of \$63.00. HMSystems, Inc. will provide OT services for 82 days, 8 hours a day at the hourly rate of \$70.00.

Extended School Year (ESY) will be at the rate of \$70.00 per hour, four hours a day, for 21 days at a cost of \$5,880.

Should the district be unable to find permanent employees, the total OT costs for the 2012-2013 school year will be \$133,448.

STUDENT ACHIEVEMENT:

Occupational therapy services are necessary for some special education students to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.2.

Agreement for Occupational Therapy Services

THIS AGREEMENT is made and entered into on this 1st day of July, 2012 (the "Effective Date") by and between HM Systems, Inc. ("CONTRACTOR") and Santee School District ("CLIENT"), collectively referred to as "THE PARTIES".

WHEREAS, CONTRACTOR and CLIENT wish to cooperate in providing Occupational Therapy services for students with disabilities;

THE PARTIES hereby agree as follows:

1. Services:

- (a) CONTRACTOR shall provide Occupational Therapy services by providing Therapist(s) to CLIENT under the terms and conditions of this AGREEMENT and in accordance with any and all applicable requirements of Federal, State, and local laws, rules, and regulations.
- (b) It is expressly understood by THE PARTIES that CONTRACTOR shall perform services as an independent contractor at all times. All Therapists provided to CLIENT pursuant to this AGREEMENT are employees and subcontractors of CONTRACTOR and CONTRACTOR is solely responsible for any and all wages, fees, benefits, and tax withholding of and for the Therapists. In the event CLIENT is dissatisfied with the services of a particular Therapist, CLIENT shall notify CONTRACTOR of dissatisfaction. CONTRACTOR shall remedy dissatisfaction within five (5) days upon CLIENT's sole discretion either through specific work direction to Therapist or replacement of Therapist with another suitable to CLIENT's expressed service requirements.

2. Duties and Obligations of CONTRACTOR:

- (a) CONTRACTOR shall maintain adequate and current records, in the manner required by the CLIENT, for individuals who are provided with service.
- (b) CONTRACTOR shall prepare and submit written reports within two weeks after testing is completed.
- (c) CONTRACTOR shall prepare and submit written reports to be incorporated into multi-disciplinary team assessments.
- (d) CONTRACTOR shall maintain professional liability insurance with coverage of at least \$1 million per occurrence and \$2 million in the aggregate. This policy must be effective, and proof of such insurance shall be provided to CLIENT, on or before the first day of rendering service.
- (e) CONTRACTOR shall follow the schedule provided by CLIENT.

AGREEMENT; any negligence, wrongful act, intentional act, or omission of or by the other party; their agents, employees, officers, or representatives; provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification, their agents, employees, officers, and representatives. The aforesaid indemnification shall survive termination of this AGREEMENT.

6. Fees:

(a) CLIENT shall pay CONTRACTOR for actual services rendered at the rate of \$70 per hour within thirty (30) days of receipt of a properly prepared and submitted invoice with documented hours. Invoices shall be submitted by CONTRACTOR no more than once per month.

(b) CONTRACTOR shall submit invoices to the following address:

Santee School District
Attn. Accounts Payable
9625 Cuyamaca St
Santee, CA 92071

7. Service of Notices and Contacts:

Notices served on the CLIENT shall be served by mail to:

Santee School District
9625 Cuyamaca Street
Santee, CA 92071

Phone: 619-258-2300
FAX: 619-258-2305

Notices served on the CONTRACTOR shall be served by mail to:

HM Systems, Inc.
P.O. Box 833
Oceanside, CA 92049

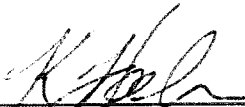
Phone: 760-632-1241
FAX: 760-436-6432

THE PARTIES execute this AGREEMENT on the 1st day of July, 2012.

CLIENT:

CONTRACTOR:

Karl Christensen
Assistant Superintendent,
Business Services



Kyle Heebner
President

Consent Item E.4.3. Approval of Contracts for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreements for Nonpublic, Nonsectarian School/Agency Services

Prepared by Kristin Baranski
June 19, 2012

BACKGROUND:

Board approval is requested for Master Contracts with nonsectarian schools for special education students with special needs for the 2012-13 school year. The terms of the master contracts are as follows:

- The contract with San Diego Center for Neurological Development (dba Springall Academy) is for tuition of \$166.20 per day. One Santee student will attend Springall Academy in 2012-13.
- The contract with Asetline School is for tuition of \$171.98 per day. One Santee student will attend Asetline School in 2012-13.

Board approval is also requested for two individual services agreements for placement of two special education students with special needs for the 2012-13 school year. The terms of these contracts are as follows:

School/Agency	Number of Students	Duration of Service	Cost per day	Total Cost
Springall Academy	1 student	210 days 7/1/12–6/30/13	\$166.20	\$34,902.00
Asetline School	1 student	210 days 7/1/12–6/30/13	\$171.98	\$36,115.80

These contracts cover the period of July 1, 2012 through June 30, 2013, to include instruction during Extended School Year (ESY) in the summer.

These contracts will be available at the Board meeting for review.

RECOMMENDATION:

Administration recommends approval of two master contracts and two individual services agreements for special education students requiring nonpublic, nonsectarian school/agency services.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Two students attending with payment from the General Fund.

Expenditures:

San Diego Center for Neurological Development	\$34,902.00
Aseltine School	\$36,115.80
Projected Total for 2012-13:	\$71,017.80

Income:

Per AB 602, with revenue limit income, the District will receive \$13,821.42 for nonpublic school expenditures based on 2011-12 expenditure/income rates. The total nonpublic school projected costs over and above revenue amounts for 2012-13 is \$57,196.38 from the general fund.

STUDENT ACHIEVEMENT:

Some students require alternative settings to support increased student learning success.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.3.

Consent Item E.5.2. Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children's Hospital, San Diego

Prepared by Minnie Malin
June 19, 2012

BACKGROUND:

State law requires that school districts conduct vision and colorblindness, hearing, and scoliosis screenings of all students at specified grade levels. In past 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, 2012. The District receives excellent service from the Hospital.

Rady Children's Hospital staff performed 4950 mandated vision and hearing screenings in 2011-2012. They also provided an additional 98 hours for vision and hearing rescreening. 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 2012-13 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 2011-2012, the service cost was \$19,246.21. It is anticipated that the cost for 2012-2013 will be \$20,292.80.

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 E.5.2.

**Santee School District
Projected Cost for Screenings
2012-2013**

Screening Provided	# Screened 2011-2012	2011-2012 Rate	Cost 2011-2012	Estimate #'s 2012-2013	2012-2013 Rate	Projected Cost 2012-2013
Vision	2,188	\$ 2.50	\$ 5,470.00	2,238	\$ 2.58	\$ 5,774.04
Hearing	2,762	\$ 2.50	\$ 6,905.00	2,812	\$ 2.58	\$ 7,254.96
Color	349	\$ 2.50	\$ 872.50	360	\$ 2.58	\$ 928.80
Difficult to test screening	0	\$ 5.65	\$ -	0	\$ 5.65	\$ -
Rescreens-nursing hours	97.54	\$ 61.50	\$ 5,998.71	100.00	\$ 63.35	\$ 6,335.00
			\$ 19,246.21			\$ 20,292.80

DISCUSSION AND/OR ACTION ITEMS Item F.

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

Agenda Item F

BACKGROUND:

During the 2011-2012 school year, Santee School District was able to allocate approximately \$100,000 dollars of Capital Improvement Funds for technology innovation in the form of Technology Grants. The purpose of these grant is to spark innovation in learning with the use of technology. The Technology Grant application process was open to all teachers in the Santee School District and was competitive. There were specific criteria and a timeline that had to be addressed in the grant application.

The District received 9 Technology Grant applications; one from each school. Teams representing each of the 9 grants made presentations to the Grant Reading Committee. The Committee developed an award structure that provided an opportunity for all 9 teams to be recipients of some grant funding. The Technology Grant Awards are divided into 3 categories; full awards, partial awards (does not mean half of the full award requested but still a substantial amount), and incentive awards. Professional Development funding has also been adjusted. Karl Christensen set aside \$10, 000 of one-time funds last January for this part of the grant.

Teams receiving “partial” or “incentive” funding had an additional week to revise their grant and resubmit so that the grant outcomes would match the monetary award. In all cases accountability, professional development, showcasing, and parent involvement are essential elements regardless of the grant award category.

The Grant Reading Committee was made up of 5 administrators and 4 teachers. The members of the Grant Reading Committee are listed below.

Kristin Baranski	Educational Services Director
Pamela Barber	Rio Seco Grade 3 Teacher
Kim Henderson	Cajon Park Grade 1 Teacher
Jeff Lamb	Chet f. Harritt Grade 6 Teacher
Bonner Montler	Educational Services Coordinator
Pat Shaw	Superintendent
Laura Spencer	Educational Services Coordinator
Patty Wilber	Hill Creek Special Education Resource Teacher
Bernard Yeo	Technology Director

Technology Grant Committee Award Recommendations

The Full Award grants are those that will receive the full amount requested in their grant proposals. These grants were well written in all categories of the application and well supported when the committee met and spoke to each team. The Full Award recipients are:

- The Moderate-to-Severe Program including the Autistic Program at Carlton Hills for Smart Boards, and
- The Special Education Pre-school Program/General Education Kindergarten Program/ Speech and Language Team at Sycamore Canyon for iPad use in their instructional program.

The Partial Award winners were selected based on what the Grant Reading Committee felt could be implemented successfully. There were 2 grants that were recommended for partial awards:

- The Pride Academy Primary Team for writing and math in grades 2 and 3, and
- The Cajon Park Junior High for their elective program.

The Grant Reading Committee felt that the 5 other grants had good ideas but hadn't been developed enough for the amount of requested funding. The Grant Reading Committee concurred that these 5 grants should be awarded an amount to move their ideas forward on a much smaller scale. They have an opportunity of formalizing and expanding their idea and putting themselves in a position to be funded by future grants that may become available. These 5 grant teams accepted and revised their grants to comply with the funding amount.

The 5 teams recommended by the Grant Reading Committee for Incentive Funding are:

- Rio Seco Junior High English/Language Arts and Science,
- Pepper Drive Junior High Science,
- Carlton Oaks Mild-to-Moderate Program,
- Carlton Hills Junior High for FLIPPED classroom instruction, and
- Pride Academy Junior High to use Flip Cameras for video takes on school projects.

A complete chart of the recommend funding for the Technology Grants follows.

RECOMMENDATION:

Administration recommends the Board of Education approve funding the following grant applicants:

Full Awards

- Moderate to Severe Program including the Autistic Program at Carlton Hills
- Special Education Pre-school Program/General Education Kindergarten Program/Speech and Language Team at Sycamore Canyon

Partial Awards

- Pride Academy Primary Team
- Cajon Park Junior High Elective Program

Incentive Awards

- Rio Seco Junior High English/Language Arts and Science
- Pepper Drive Junior High Science
- Carlton Oaks Mild to Moderate Program
- Carlton Hills Junior High
- Pride Academy Junior High

This recommendation supports the following district goal:

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

FISCAL IMPACT:

Funding for the Technology Grants come from two budget categories: Capital Improvement and General Fund. A total of \$100,200 will be spent from the Capital Improvement Program and \$10,500 of one-time General Fund dollars will be used match school funds for professional development for all 9 grants.

Proposed Award Status	School	Score	Grant requested total less Professional Development	Proposed Amount Awarded (CIP funds)	Proposed Amount Awarded (Prof. Dev. funds must be matched by school)
Full Award	Sycamore Canyon	91	\$16,600	\$16,600	\$2,500
Full Award	Carlton Hills - SAI	84	\$24,600	\$24,600	\$2,500
Partial Award	PRIDE – Primary (iPads for grade 3)	83.75	\$20,650	\$15,000	\$1,500
Partial Award	Cajon Park Junior High	74.55	\$46,831	\$18,000	\$1,500
Incentive Award	Rio Seco Junior High (for 4 N-computing stations-2LA and 2 Sci)	65	\$51,325	\$8000	\$500
Incentive Award	Carlton Hills – Jr High (Flipped Classroom video)	64	\$24,722	\$5,000	\$500
Incentive Award	Carlton Oaks Mod SPED (iPads)	55.5	\$27,800	\$5,000	\$500
Incentive Award	Pepper Drive Junior High (iPads for science units)	48	\$51,500	\$5,000	\$500
Incentive Award	PRIDE – Junior High (Flip cams)	42.5	\$9,200	\$3,000	\$500
Total			\$273,228	\$100,200	\$10,500

STUDENT ACHIEVEMENT IMPACT:

Use of technology will enhance and broaden student learning. Information access, communication, and sensory motor skills will be impacted with the implementation of these grants which will have a positive effect on student performance.

Motion:

Second:

Vote:

Agenda Item F.1.1.

Discussion and/or Action Item F.2.1. Adoption of 2012-13 Santee School District Budget

Prepared by Karl Christensen
June 19, 2012

BACKGROUND:

Each year, school districts must adopt a budget by June 30th for the subsequent fiscal year. Since adoption of the State Budget rarely coincides with this timeline, the District's budget is adopted using a set of assumptions outlined in the Governor's May Revise proposal as well as actions taken or contemplated by other regulatory and governmental agencies. A few of the most significant assumptions used in the 2012-13 Adopted Budget for Santee School District are listed below:

- 22.272% Deficit Factor for Revenue Limit Funding
- 3.24% COLA (Cost of Living Adjustment) for Revenue Limit not funded thereby adding to the deficit factor. No COLA for other State Programs
- 50 K-8 student enrollment decrease from change of Kindergarten entry date birthday from December 2nd to November 1st
- P-2 ADA = 6,241.95, Funded ADA = 6,264.56 (2011-12 P-2 ADA)
- Lottery Funding:
 - Unrestricted = \$118 per prior year annual ADA adjusted by 1.04446
 - Restricted (Instructional Materials) = \$23.75 per prior year annual ADA adjusted by 1.04446
- K-3 Class Size Reduction revenue of \$1,993,131 for 20% penalty at 24:1
- \$1,061,223 of Tier III Categorical Flexibility used for Unrestricted General Fund

Revenues, expenditures, and ending funding balance for 2011-12 are estimates based on the latest analysis of activity and transactions posted through the end of May. These will be finalized upon closing of the books which is scheduled for August 15, 2012.

In conjunction with the Adopted Budget, the District must also complete a Multi-Year Projection ("MYP") depicting the budget year and two subsequent years. This requires addition of the 2014-15 school year. Due to the uncertainty of the State Budget caused by it being predicated on passage of a November ballot initiative to raise additional taxes, the District has incorporated a \$441/ADA reduction in Revenue Limit Funding. This represents the amount of the mid-year trigger cut that is proposed to be enacted if the Governor's ballot initiative fails. Although the District is projecting continued deficits in the Unrestricted General Fund, the MYP indicates that the District can meet its financial obligations, including the minimum 3% reserve for economic uncertainties through 2013-14. However, in 2014-15, under current assumptions, including a \$441/ADA cut to Revenue Limit, the District could not meet its financial obligations in 2014-15 absent further budget actions.

Administration will provide the Board and the community with a User Friendly version of the budget in addition to the required State SACS (Standardized Account Code Structure) document in order to promote more readability and understanding. Both of these documents will be available at the meeting for public review.

RECOMMENDATION:

It is recommended that the Board of Education adopt the budget for the 2012-13 fiscal year as presented. Revisions to the budget will be brought back to the Board for approval following adoption of the State budget.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

All anticipated revenues and expenditures are included in the budget document. The expected results for the General Fund are as follows:

Item	2011-12		2012-13		2013-14		2014-15	
	Unrestricted	Restricted	Unrestricted	Restricted	Unrestricted	Restricted	Unrestricted	Restricted
Total Income	\$34,147,120	\$11,849,231	\$29,937,909	\$11,561,028	\$29,862,345	\$11,631,900	\$29,543,348	\$11,704,191
Total Outgo	\$36,390,111	\$11,908,834	\$33,296,408	\$11,562,399	\$34,174,004	\$11,631,802	\$35,118,066	\$11,700,544
Change in Fund Balance	(\$2,242,991)	(\$59,603)	(\$3,358,499)	(\$1,371)	(\$4,311,659)	\$98	(\$5,574,718)	\$3,647
Ending Fund Balance	\$7,665,693	\$185,968	\$4,307,194	\$184,597	(\$4,465)	\$184,695	(\$5,579,182)	\$188,342
Undesignated/Unappropriated	\$5,374,839	\$185,968	\$2,119,545	\$184,597	(\$2,225,459)	\$184,695	(\$7,835,497)	\$188,342
Economic Uncertainty Reserve	\$1,448,968		\$1,345,764		\$1,374,174		\$1,404,558	
Fund 17 Reserve	\$2,854,777		\$2,869,051		\$2,886,265		\$2,903,583	
Total Reserves	\$9,678,585		\$6,334,360		\$2,034,980		(\$3,527,356)	
Reserve as % of Expenditures	20.04%		14.12%		4.44%		-7.53%	

STUDENT ACHIEVEMENT IMPACT:

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

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

On April 17, 2012, the School Board authorized administration to seek bids/proposals for summer maintenance projects. Bid results for the Playground Paving Projects at Various School Sites #2012/13 075-001 are as follows:

RANK	SCHOOL SITE	MILLER PAVING	ANGUS ASPHALT	LOWEST BID
1	Pride Academy at Prospect Avenue	\$37,857	\$38,192	\$37,857
2	Pepper Drive	\$30,128	\$28,344	\$28,344
3	Rio Seco	\$28,129	\$31,649	\$28,129
4	Carlton Oaks	\$24,787	\$35,141	\$24,787
5	Sycamore Canyon	\$23,805	\$19,251	\$19,251
6	Chet F. Harritt	\$14,257	\$13,503	\$13,503
	Miller Paving Corporation Total	\$90,773		
	Angus Asphalt, Inc. Total		\$61,098	
	Total for All Projects			\$151,871

Also included in the bidding process for Rio Seco were unit costs for work to be performed at any additional sites as needed. Additional work to be performed could be as much as \$9,000. The bid amounts received plus the additional work is well within the \$225,000 budgeted for these projects. If approved by the Board, this work will be accomplished during Summer 2012.

RECOMMENDATION:

It is recommended that the Board of Education authorize the award of \$90,773 to Miller Paving Corporation at Pride Academy, Rio Seco, and Carlton Oaks, and \$61,098 to Angus Asphalt, Inc. at Pepper Drive, Sycamore Canyon, and Chet F. Harritt.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact for the above summer projects is \$151,871 to be paid from Deferred Maintenance funds transferred from the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

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

In accordance with California Administrative Code, Title 5, Education Section 10, daily schedules for all schools are submitted for Board approval. Schedules have been reviewed and found to be in compliance with District minimum daily regular instructional minutes:

Kindergarten	240 minutes
Grades 1-3	290 minutes
Grades 4-6	315 minutes
Grades 7-8	330 minutes

School schedules for the 2012-2013 remained unchanged from the 2011-2012 school schedules with the following exceptions:

- Cajon Park added 10 modified days to the 7-8 grade schedule and increased their regular day by 6 minutes.
- PRIDE Academy added 10 minutes to the Kindergarten minimum day schedule through Goal Setting Conferences (August 27th through October 7th, 2012).
- Rio Seco added 15 minutes to the minimum day and modified day schedules and reduced the regular day schedule by 4 minutes per day for grades 1-8.

All school schedules approved tonight will be final and communicated to parents by June 26, 2012.

RECOMMENDATION:

Administration recommends approval of school schedules for the 2012-13 school year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no fiscal impact to the general fund.

STUDENT ACHIEVEMENT:

Sufficient instructional time is necessary to ensure that all students have the opportunity to receive a high quality education in a supportive environment.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.3.1.

SANTEE SCHOOL DISTRICT
School Schedules
2012-2013

Cajon Park

(K only: 8/27 thru 9/21/12)
(K-8: 9/5, 10/3, 11/7 & 12/5/12, 01/09, 02/06, 03/06, 04/10, 05/01 & 06/05/13)
(7-8 only: 9/19, 10/17, 11/14, 12/19/12, 1/23, 2/20, 3/20, 4/24, 5/15 & 6/12/13)

Regular Schedule			Minimum Days		Modified Days	
Grade	Start	End	Start	End	Start	End
K	8:00	1:40	8:00	11:45	8:00	12:00
1-3	8:00	1:50	8:00	11:45	8:00	12:50
4-6	8:00	2:15	8:00	11:45	8:00	12:50
7-8	8:00	2:21	8:00	11:30	8:00	12:50

Carlton Hills

Regular Schedule			Minimum Days		Modified Days	
Grade	Start	End	Start	End	Start	End
K	7:50	1:35	7:50	12:05	N/A	N/A
1-3	7:50	1:35	7:50	12:05	N/A	N/A
4-6	7:50	2:00	7:50	12:05	N/A	N/A
7-8	7:50	2:11	7:50	12:05	N/A	N/A

Carlton Oaks

(36 Fridays)

Regular Schedule			Minimum Days		Modified Days	
Grade	Start	End	Start	End	Start	End
K	8:32	1:35	8:32	12:35	8:32	12:35
1-3	8:32	2:35	8:32	12:40	8:32	12:40
4-6	8:32	3:05	8:32	12:40	8:32	12:40
7-8	8:32	3:10	8:32	12:40	8:32	12:40

Chet F. Harritt

(35 Wednesdays)

Regular Schedule			Minimum Days		Modified Days	
Grade	Start	End	Start	End	Start	End
K	7:45	1:50	7:45	12:30	7:45	12:30
1-3	7:45	1:50	7:45	12:30	7:45	12:30
4-6	7:45	2:30	7:45	12:30	7:45	12:30
7-8	7:45	2:30	7:45	12:30	7:45	12:30

Hill Creek

Regular Schedule			Minimum Days		Modified Days	
Grade	Start	End	Start	End	Start	End
K	7:45	1:36	7:45	11:45	N/A	N/A
1-3	7:45	1:36	7:45	11:45	N/A	N/A
4-6	7:45	2:01	7:45	11:45	N/A	N/A
7-8	7:45	2:06	7:45	11:45	N/A	N/A

Pepper Drive

(K-3 only: 36 Fridays)

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
K	8:30	1:30	8:30	12:50	8:30	12:50
1-3	8:30	2:35	8:30	12:55	8:30	12:55
4-5	8:30	2:35	8:30	1:00	N/A	N/A
6-8	8:30	2:35	8:30	1:00	N/A	N/A

The PRIDE Academy at Prospect Avenue

(K only: 24 Wednesdays)
1-8: 27 Wednesdays)

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
K (Aug 27-Oct 5)	N/A	N/A	8:00	11:30	N/A	N/A
K (Oct 8-June 19)	8:00	2:00	8:00	11:30	8:00	1:00
1-3	8:00	2:00	8:00	11:30	8:00	1:00
4-5	8:00	2:30	8:00	11:30	8:00	1:00
6-8	8:00	2:30	8:00	11:30	8:00	1:00

Rio Seco

(32 Wednesdays beginning 10/03/12)

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
K	8:30	1:30	8:30	12:45	8:30	12:45
1-3	8:30	2:31	8:30	1:00	8:30	1:00
4-6	8:30	3:01	8:30	1:00	8:30	1:00
7-8	8:30	3:01	8:30	1:00	8:30	1:00

Sycamore Canyon

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
K	8:15	1:40	8:15	12:05	N/A	N/A
1-3	8:15	2:00	8:15	12:05	N/A	N/A
4-6	8:15	2:20	8:15	12:05	N/A	N/A

Santee Success Program

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
5	8:30	3:00	8:30	1:00	N/A	N/A
6	8:30	3:00	8:30	1:00	N/A	N/A
7-8	8:30	3:00	8:30	1:00	N/A	N/A

Discussion and/or Action Item F.3.2. Approval of Personnel Agreement with Grossmont Union High School District for the 2012-13 Santee School District Spanish I Program

Prepared by Kristin Baranski
June 19, 2012

BACKGROUND

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

For the 2012-13 school year, Santee School District will be able to offer one Spanish class at PRIDE Academy. All incoming eighth grade students with at least a 2.5 scholastic GPA in their 7th grade year are invited to enroll. Enrollment will be capped at 40 students. Based on District budgetary reductions, students will not be provided District transportation to and from the class.

RECOMMENDATION

Administration requests approval to enter into a personnel agreement with the Grossmont Union High School District not to exceed \$20,678.56 for the Spanish I teacher. Offering a junior high Spanish class addresses the strategic planning area of educational opportunities.

This recommendation supports the following District goal:

- Assure the highest level of educational achievement for all students

FISCAL IMPACT

The cost of the Spanish classes will not exceed \$20,678.56, the cost of the teacher's salary. Current funding sources available for the Spanish class include \$2,000 from the PRIDE ASES Program and \$18,000 from the general fund.

STUDENT ACHIEVEMENT

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.3.2.

PERSONNEL AGREEMENT

THIS AGREEMENT, is entered into on this 1st day of JULY, 2012, by and between the Santee School District, herein called "Santee," and the Grossmont Union High School District, herein called "Grossmont."

WHEREAS, Santee is in need of the professional services of an employee of Grossmont to work at Prospect Avenue Elementary School to teach Spanish for high school credit for the 2012-13 school year, for one period per day;

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

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

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

\$ 20,678.56 computed as follows:

(a) \$ 16,358.01 salary payment.

(b) \$ 4,320.56 fringe benefits' cost including teachers' retirement, worker's compensation, unemployment insurance.

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

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

\$ 88.42 excluding fringe benefits.

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

* Salary & benefit costs will be automatically increased once the 2012-13 costs are known.

3. Grossmont agrees that Santee may pay directly to the Employee, during the term of this agreement, reimbursement for assigned mileage and travel expenses in accordance with and subject to the policies of Santee.
4. The work time under this agreement shall be in accordance with the normal workday for employment by Santee.
5. This agreement may be amended at the request of either party by mutual consent of both parties by the addition of an addendum to the agreement signed by a representative of Grossmont and Santee.
6. The term of this agreement shall commence JULY 1, 2012 and end on JUNE 30, 2013 inclusive unless terminated sooner by the mutual consent of both parties.
7. This agreement contains the entire agreement between the parties and shall not be modified except in writing signed by a representative of Santee and/or Grossmont.

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

Approved by the Governing Board
Grossmont Union High School District:

Approved by the Governing Board
Santee School District:

By: _____

By: _____

Date: _____

Date: _____

CONSENT OF EMPLOYEE

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

Signature

Date

BOARD POLICIES AND BYLAWS Item G.

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.

Agenda Item G.

BACKGROUND:

Education Code 234.1 requires the Governing Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics. As a result, administration has created a new Board Policy that addresses bullying.

To ensure that bullying does not occur on school campuses, Board Policy 5131.3, Bullying Prevention was adopted at the May 15, 2012 Board meeting thereby establishing procedures for reporting incidents, immediate intervention, and prompt investigation of bullying incidents. Board Policy 5131.3 also provides staff development training in bullying prevention and cultivates acceptance and understanding in all students and staff.

Administration is developing a new Administrative Regulation to support and enforce this Board Policy.

RECOMMENDATION:

Administration requests that the Board of Education adopt new board policy 5131.2.

This recommendation supports the following district goal:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Cultivating acceptance and understanding will develop a better learning environment.

Motion: _____ Second: _____ Vote: _____

Agenda Item G.1.1.

Bullying

“Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including (sexual harassment, hate violence, harassment, threats, or intimidation), directed toward one or more pupils.

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

(cf. 0420 – School Plans/Site Councils)

(cf. 0450 – Comprehensive Safety Plan)

(cf. 1220 – Citizen Advisory Committees)

(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 – Parent Involvement)

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf. 5137 – Positive School Climate)

(cf. 6164.2 – Guidance/Counseling Services)

Policy

Adopted:

SANTEE SCHOOL DISTRICT
Santee, California

Bullying

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

- (cf. 6163.4 – Student Use of Technology)
- (cf. 6142.8 – Comprehensive Health Education)
- (cf. 6142.94 – History Social Science Instruction)

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

- (cf. 4131 – Staff Development)
- (cf. 4231 – Staff Development)
- (cf. 4331 – Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously. School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site level grievance procedures specified in AR 5145.7 – Sexual Harassment.

The District has the authority to monitor students' use of the district's Internet system and to conduct individual searches of students' accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 - Search and Seizure and BP/AR 6163.4 - Student Use of Technology.

Policy
Adopted:

SANTEE SCHOOL DISTRICT
Santee, California

Bullying

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

PENAL CODE

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

Policy
Adopted:

SANTEE SCHOOL DISTRICT
Santee, California

Bullying

- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5131 - Conduct)
- (cf. 5136 - Gangs)
- (cf. 5144 - Discipline)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
- (cf. 5145.2 - Freedom of Speech/Expression)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.9 - Hate-Motivated Behavior)
- (cf. 6159.4 - Behavioral Interventions for Special Education Students)

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

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

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/oer>

Policy
Adopted:

SANTEE SCHOOL DISTRICT
Santee, California

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item H.

Agenda Item H.

CLOSED SESSION Item I.

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 Legal Counsel – Existing Litigation** (Govt. Code §54956.9(a))
Name of Case: SDG&E Application A.11-10-002
2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Agency Negotiator: Karl Christensen, Assistant Superintendent
Employee Organizations: Santee Teachers Association
3. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)

RECONVENE TO PUBLIC SESSION Item J.

ADJOURNMENT Item K.