



Santee School District

SCHOOLS:

Cajon Park
Carlton Hills
Carlton Oaks
Clay 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 July 17, 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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<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. Meetings are recorded.</i>	

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

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

D.	CONSENT ITEMS	15
	<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
	Superintendent	
1.1.	<u>Approval of Minutes</u> It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	16
	Business Services	
2.1.	<u>Acceptance of Donations</u> It is recommended that the Board of Education accept donations listed in the item.	23
2.2.	<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.	24
2.3.	<u>Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement</u> It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending June 30, 2012 and authorize administration to submit the report to SDCOE.	26
2.4.	<u>Approval of Agreement with City of Santee for Transportation Services</u> It is recommended that the Board of Education approve the revised transportation agreement to increase fees for District-provided transportation services to the Santee Teen Center.	27
2.5.	<u>Approval of Renewal of Agreement with InterSchola for Surplus Sales</u> It is recommended that the Board of Education renew and approve the agreement for surplus asset management disposition services with InterSchola for 2012-13.	37
	Educational Services	
3.1.	<u>Approval of Outdoor Education Program Agreements with the San Diego County Office of Education</u> It is recommended that the Board of Education approve the 2012-2013 Outdoor Education Program Agreements with the San Diego County Office of Education.	48
3.2.	<u>Approval of Annual Evaluation of the Alternative Education School</u> It is recommended that the Board of Education approve the 2011-2012 Annual Evaluation of the Alternative Education School.	57
3.3.	<u>Approval of Master Agreement and Individual Services Agreement for Residential Treatment Center and Master Contract and Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services</u> It is recommended that the Board of Education approve one master agreement and one individual services agreement for one special education student requiring placement in a residential treatment center. It is also recommended that the Board of Education approve one master contract and one individual services agreement for the same special education student requiring nonpublic, nonsectarian school/agency services.	71

3.4. <u>Approval/Ratification to Submit San Diego Chargers Grants for Cajon Park and PRIDE Academy at Prospect Avenue Schools</u>	73
It is recommended that the Board of Education ratify the submission of the San Diego Charger grants for Cajon Park and PRIDE Academy Schools.	
Human Resources/Pupil Services	
4.1. <u>Personnel, Regular</u>	75
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	
4.2. <u>Approval of Memorandum of Understanding with San Diego Youth Services, Inc. (SDYS) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program</u>	77
It is recommended that the Board of Education approve the MOU with SDYS to provide EPSDT-funded mental health services.	
4.3. <u>Approval of Memorandum of Understanding with San Diego Youth Services – Community Assessment Team</u>	81
It is recommended that the Board of Education approve the MOU with SDYS to groups and programs for students and their families.	
4.4. <u>Approval of Amendment #1 to Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education</u>	92
It is recommended that the Board of Education approve the amendment to the MAA Agreement with the Orange County Department of Education.	
4.5. <u>Approval to Increase Work Hours for One (1) Food Service Worker I-A Position at Carlton Oaks School</u>	98
It is recommended that the Board of Education approve the increase in work hours for one (1) Food Service Worker I-A position at Carlton Oaks School.	
4.6. <u>Approval of Reduced Workload Agreement</u>	99
It is recommended that the Board of Education approve the reduced workload agreement.	
E. DISCUSSION AND/OR ACTION ITEMS	100
<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
Superintendent	
1.1. <u>Board Policy and Administrative Regulation 5127, Promotion</u>	101
At the pleasure of the Board, the Board may discuss and provide direction to administration. Any action is at the discretion of the Board.	
1.2. <u>Quail Brush Power Plant Project</u>	106
At the pleasure of the Board, the Board may discuss and provide direction to administration. Any action is at the discretion of the Board.	
Business Services	
2.1. <u>Approval of Monthly Financial Report</u>	107
It is recommended that the Board of Education approve the Monthly Financial Report for May 2012.	

Educational Services

- 3.1. Approval to Adopt College Preparatory Mathematics (CPM), Grade 8** 110
It is recommended that the Board of Education approve College Preparatory Mathematics (CPM) Grade 8 as one of two District-adopted Algebra programs.
- 3.2. Approval to Increase Work Year for Coordinator of Assessments and English Learner Department** 112
It is recommended that the Board of Education approve to increase the Coordinator of Assessment and English Learner Department to 204 work days.

Human Resources/Pupil Services

- 4.1. Discussion Concerning the Option to Contract with Kontraband Indiction and Detection Services (K.I.D.S.), Inc. for Canine Drug Detection Services or Investigate Other Options** 114
It is recommended that the Board of Education discuss the option to contract with Kontraband Indiction for Canine Drug Detection Services or investigate other options.

F. BOARD POLICIES AND BYLAWS 116

- 1. First Reading: BB 9270 Conflict of Interest – Biannual Review** 117
Board Bylaw 9270, Conflict of Interest is presented to the Board of Education in a first reading as per Gov't Code requirement to review biennially. No action is requested.

G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS 123

H. CLOSED SESSION 124

- 1. Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)**

I. RECONVENE TO PUBLIC SESSION 124

J. ADJOURNMENT 124

Please note: Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting.

The next regular meeting of the Board of Education is scheduled for August 7, 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 July 17, 2012 regular meeting

Agenda Item A.

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

The following items are presented for Board information:

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

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT

2011-12

CUMULATIVE THROUGH JUNE 30, 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) Addtl 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
TOTAL PAGE 1					\$344,195.23	

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

**Fee Exempt - Senior / Elder Care Facility

***Fee Exempt - Less than 500 square foot

Requests For Use Of Facilities - July 17, 2012						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Carlton Hills Santee School District (Parent Support Group) Little League (Coaches Meeting)	Multi-Purpose Multi-Purpose	6/7/12 - 6/28/12	Thursday	6:15 pm - 8:15 pm	10	
		6/18/12	Monday	6:30 pm - 9:00 pm	50	

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

Santee School District
ENROLLMENT REPORT
6/26/2012***
Month 11 Week 3

SC_SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	06/26/12		#	% Chg	06/26/12		# Diff	% Diff	Prior Week	
										Total Reg	Total Reg			SDC	SDC			6/22/12	6/26/12
Capon Park	104	99	135	109	116	110	112	113	95	963	988	-25	-2.6%	88	69	-1	-1.4%	1031	1032
Canton Hills	43	38	45	41	41	43	40	39	52	482	498	-16	-3.2%	28	20	8	40.0%	510	510
Canton Oaks	78	95	81	90	75	96	95	96	119	826	820	6	0.7%	64	58	6	10.3%	890	890
Chet F. Hight	62	77	57	82	51	55	53	61	61	559	577	-18	-3.1%	0	9	-9	-100.0%	559	560
Hill Creek	74	86	83	90	89	74	85	80	74	735	744	-9	-1.2%	18	28	-10	-35.7%	753	754
Pepper Drive	57	86	60	78	72	73	81	84	80	744	699	45	6.4%	9	7	2	28.6%	753	753
Prospect	62	54	55	53	60	53	52	69	65	621	502	19	3.8%	0	0	0	0.0%	521	523
Rio Seco	102	87	104	104	103	107	92	117	97	920	923	-3	-0.3%	48	43	5	11.6%	968	978
Sycamore Canyon	60	62	46	48	46	30	44	0	0	333	326	7	2.1%	1	0	1	100.0%	334	334
SUB-TOTAL	682	684	669	663	654	641	654	729	677	6083	6077	6	0.1%	236	234	2	0.9%	6319	6332
Alternative School	0	2	1	3	5	3	7	8	9	44	43	1	2.3%					44	44
Success Academy							2	3	0	15	11	4	36.4%		2	1	50.0%	15	14
NPS											0			3	2			3	3
EAK	139									139	117		0.0%					139	139
SUB-TOTAL	138	2	1	3	5	3	9	11	19	198	171	27	15.8%	3	2	1	50.0%	201	200
TOTAL	821	685	676	696	644	644	663	740	696	6281	6248	33	0.5%					6520	6532

Please note: Special Ed, PK, listen below are not reflected in the total count above because they do not receive ADA until they reach 5 years of age.
 PK
 Capon Park 2 1033
 Canton Hills 1 510
 Sycamore Canyon 50 384
 EAK 410 0

Total Enrollment Including PK
6573

Schedule of Upcoming Events

Date	Event
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.
October 2	Board Meeting – 7:00 p.m.
October 16	Board Meeting – 7:00 p.m.

Reports and Presentations Item B.2.
Prepared by Dr. Pat Shaw
July 17, 2012

Spotlight: Technology & Communications
Services- Print Shop Pro Manager Software
System for the Publications Department

BACKGROUND:

At the April 17, 2012 Board meeting, the Board of Education approved the purchase of Print Shop Pro Manager Software System for the Publications Department. The purpose of this purchase was to improve the efficiency in duplication services for schools and departments

At that time, the Director of Technology and Communication Systems, Bernard Yeo, shared with the Board a comprehensive and fast paced schedule for purchase, installation, training, and implementation.

Mr. Yeo is excited to report the following has been accomplished:

- April 17 ▪Approved by the Board
- April 24 ▪Data was input into the system
- May 22 ▪Technology Staff Trained
- May 29 ▪System went Live
- May 30 through June 14 ▪Training provided to each school site
- June 21 ▪Training provided to District Office staff
- July 1 ▪Complete transition to new web-based ordering system

Tonight, Mr. Yeo will provide the Board with a demonstration of the new web-based publication software and the ease and speed it can be used by teachers and other staff.

Agenda Item B.2.

Reports and Presentations Item B.3. Independent Citizens' Oversight Committee
Annual Report

Prepared by Karl Christensen
July 17, 2012

BACKGROUND:

On November 7, 2006, citizens voted in favor of a bond (Proposition R) to modernize and improve Santee School District facilities. In accordance with Education Code Section 15278, et seq., the Board of Education established and appointed members to an Independent Citizens' Oversight Committee (ICOC) to account for the District's Capital Improvement Program (CIP) and expenditure of the bond proceeds. The Committee's primary purpose is to inform the public at least annually in a written report regarding the expenditure of the Bond proceeds. Tonight, the fourth annual report to the Board of Education will be presented.

Agenda Item B.3.

PUBLIC COMMUNICATION Item C

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

Agenda Item C.

CONSENT ITEMS Item D.

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

Agenda Item E

Consent Item D.1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
July 17, 2012

BACKGROUND:

Presented for Board approval –

- June 19, 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 D.1.1.

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

June 19, 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 7:02 p.m. and read the District Mission Statement.

Members present:

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

Members absent:

Barbara Ryan, Member, Excused due to illness

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 Joe Chavez, a 5th grade student at Pepper Drive School, to lead the members, staff, and audience in the Pledge of Allegiance.

3. Approval of Agenda

It was moved and seconded to approve the agenda.

Motion: *El-Hajj* **Second:** *Fox* **Vote:** 4-0

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
- 1.5. Governance Calendar for 2012-13

Dr. Shaw introduced newly appointed Vice Principal Jim Rosa to the Board. Mr. Rosa will be assigned to Carlton Oaks next year after serving as an administrative intern at Carlton Hills.

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

Kristin Baranski recognized two teachers and 18 students from Rio Seco School who participated in the San Diego County Science Field Day. Under the leadership of Ms. Heather Glanz and Mrs. Kay O'Hanlon, students study and prepare for months in advance to compete with 55 other teams from across the County. The County Science Field Day promotes interest and excitement in science and helps students learn and apply science content. Two students also participated in the Climate Change Student Summit this year at Grossmont College. These students, Jordan Bockert and Deseree Lynch, presented their climate project to the Board.

3. Spotlight on Education: Special Student Recognition

Hope Michel, Director of Special Education, introduced the students selected by their principals and teachers to receive special recognition as exceptional students for their excellent effort and for being wonderful role models at school. The Board recognized the following students:

Bryce Eide	Cajon Park	Tyler Oram	Hill Creek
Nicole Schmitt	Cajon Park	Lucas Porter	Hill Creek
Eliseo Guerrero	Carlton Hills	Amanda Chavez	Pepper Drive
Eduardo Avila	Carlton Hills	Kody Kilber	PRIDE Academy
Ariana Contreras	Carlton Oaks	Sierra Holsbo	Rio Seco
Bryce Hudson	Carlton Oaks	Morgan Pontzius	Rio Seco
Ryan Fagan	Chet F. Harritt	Elizabeth Russell	Sycamore Canyon
Jacob Flynn	Chet F. Harritt		

Each student received a medal and was presented with a certificate of recognition by Board President Bartholomew.

4. University of San Diego POST Outcomes 2009 – 2012

Dr. Shaw reported that USD's Principals' Ongoing Support and Training (POST) Academy contacted him offering to provide an opportunity for 3 schools to participate in what was a 2-year training program. The grant was extended and we were able to participate for 3 years. The Principal and 3 teachers from Chet F. Harritt, PRIDE Academy, and Rio Seco attended workshops on current strategies in education and teamed up with coaches to look at strategies that could fit into the staff development programs at their school sites. All of the training and sub costs were paid for by a grant, so the training was at no cost to the District. Dr. Shaw introduced the Principal participants in the University of San Diego's POST program and asked each to share a few highlights of this professional development opportunity.

Mr. Andy Johnston thanked Dr. Shaw for connecting them with POST where they received a great amount of high quality professional development. His main take-away was teacher leadership, which has been implemented at the site by the teachers who participated in the program. The training also affirmed the professional learning community structure that they currently have in place. Mr. Johnston said the evening spotlight series speakers were very motivating.

Mrs. Lisa McColl reported the Rio Seco team participated for 2 years and in the 3rd year she participated as a coach for Andy Johnston. She felt it was a nice opportunity to collaborate. The training brought the sustainability piece and aligned very nicely with our current strategic planning. She heard a lot of compliments that Santee was a little farther along in these ideas than other districts. She appreciated being a part of the program and believes it will be sustained in Santee.

Mrs. Stephanie Southcott said the training provided the Chet F. Harritt and PRIDE Academy staffs the opportunity to meet together and they plan to continue this collaboration. Highlights included student tracking and the need for common assessment. Her staff began to talk about goal setting and more opportunities have become available.

Member El-Hajj said she attended one of the speaker presentations and was able to take away something to use at her school. She appreciated hearing the outcomes of this staff development opportunity. Dr. Shaw shared there were four major areas address and we are bringing them into our strategic planning:

- 21st Century Skills,
- Personalization in the learning process,
- Technology, and
- Assessment and multiple ways to assess students.

Mr. Bartholomew said he liked that this opportunity allowed principals to spend some quality time sharing ideas with some of their teaching staff. It is nice that it aligned with the strategic planning process.

5. Saturday School Report

Karl Christensen reported that a couple of years ago the District began offering Saturday School, initially to bring in attendance dollars. This year it took a different shape. Some of our schools merged their programs and the academic benefit was great. He shared the structure and guidelines for Saturday School. Dr. Laura Spencer said we had two types of Saturday School this year. The first was a Technology Day and then a Curricular Day. Adding to the great academic benefit, the District was able to recover \$17,400 for attendance. This has proven to be a very successful program, bringing in kids that did not have absences to make up and kids asking when the next Saturday school will be.

President Bartholomew shared he visited the Technology Fair day and saw everyone was having a great time and there was a lot of things going on. Member Burns asked if the recovered funds go back to the schools or to the general fund. Karl Christensen said they go to the general fund as part of the revenue limit. Dr. Shaw shared that many students are also using Study Island, capturing lost instructional minutes.

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. 2012-13 Santee School District Budget

President Bartholomew opened the public hearing on the 2012-13 Santee School District Budget. There were no comments from the public. The public hearing was closed.

E. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Expenditure Warrants**
- 2.3. **Approval/Ratification of Purchase Orders**
- 2.4. **Approval/Ratification of Revolving Cash Report**
- 2.5. **Acceptance of Donations**
- 2.6. **Approval of Consultants and General Service Providers**
- 2.7. **Approval of Agreement with School Services of California, Inc.**
- 2.8. **Approval to Extend Security Services Agreement with Santee SD Security for the 2012-13 School Year**
- 3.1. **Authorization/Ratification to File Notice of Completion Document for the 10-Classroom Addition at Hill Creek School**
- 3.2. *Pulled for separate consideration*
- 4.1. **Approval of Excel Therapy Agreement for Language Speech Therapy Services**
- 4.2. **Approval of HMSystems, Inc. Agreement for Occupational Therapy (OT) Services**
- 4.3. **Approval of Contracts for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreements for Nonpublic, Nonsectarian School/Agency Services**
- 5.1. **Personnel, Regular**
- 5.2. **Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children's Hospital, San Diego**

Member El-Hajj moved to approve the Consent Items with the exception of item 3.2, which was pulled for discussion.

Motion: *El-Hajj* **Second:** *Burns* **Vote:** *4-0*

E.3.2. Approval of Amendment No. 2 to Architectural Services Agreement with Trittipio

Architecture and Planning This item was pulled by Administration. Mr. Christensen introduced an amended agreement with non-substantive changes. The changes provide a mechanism for releases of information on what the architect owes to subs so separate payments can be made as needed.

Member El-Hajj moved to approve the amended agreement for Consent Item E.3.2.

Motion: *El-Hajj* **Second:** *Fox* **Vote:** *4-0*

F. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Approval of 2012-13 Santee School District Technology Grants

Dr. Shaw reported the outcome of the grant submission for Santee School District Technology Grants. The opportunity was offered to all school sites to apply for technology grants totaling \$100,000. Applications were to be for an idea that would really move the use of technology forward in their instructional program. Criteria were established for evaluation and a solid team of teachers and administrators reviewed the grants. All schools became winners in this process with the following recommended awards:

needs to pay our obligations is 9.48% with a County Treasury Loan. Much of the budget is made up of accounts receivable and we can't pay the bills until the money is received.

Member Fox thanked Mr. Christensen for the User Friendly version of the budget document. President Bartholomew commended Administration for their hard work in planning and making things still happen at our schools.

Member Burns moved to 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.

Motion: Burns **Second:** Fox **Vote:** 4-0

2.2. Approval of Award of Bids for Summer Deferred Maintenance Paving Projects

Karl Christensen reported the Board had approved moving forward to seek asphalt bids for playgrounds at some schools. \$225,000 was allocated which has been set aside for this purpose. The District received bids and is using two different vendors to get the best prices. These paving projects will address the most pressing problems. Member El-Hajj moved to 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.

Motion: El-Hajj **Second:** Burns **Vote:** 4-0

3.1. 2012-13 School Schedules

Kristin Baranski reported that at the last Board meeting Administration brought the instructional minutes proposals for Board approval. The presented school schedules reflect those approved instructional minutes. Member Burns said this is one of the most important things the Board does and he will not support this because he feels strongly about consistency across the District and the instructional minutes provided to students. Member El-Hajj moved to approve the proposed 2012-2013 school schedules.

Motion: El-Hajj **Second:** Fox **Vote:** 3-1 (Burns, no)

3.2. Approval of Personnel Agreement with Grossmont Union High School District for the 2012-2013 Santee School District Spanish I Program

Kristin Baranski said for the last 5 years the District has entered into a contract with Grossmont Union High School District to provide a period of Spanish to a group of 8th grade students. While administration is still working to thoroughly research a way to provide a greater number of students a foreign language opportunity, Administration recommends to continue to provide this class. Member El-Hajj asked how many students participated last year. Mrs. Baranski said 40 students started and 25 completed the year. She also reported that 60% of the participating students go into Spanish II, 40% go into Spanish 1, and all are achieving at the top of their class. At this time \$18,000 will come from the General Fund and \$2,000 will be funded through the PRIDE ASES program. Administration will continue to seek alternate funding sources. Member El-Hajj moved to approve the Personnel Agreement with Grossmont Union High School District for the 2012-2013 Spanish I Program.

Motion: El-Hajj **Second:** Burns **Vote:** 4-0

G. BOARD POLICIES AND BYLAWS

1. Second Reading: New BP 5131.2, Bullying

New Board Policy 5131.2, Bullying was presented for a second reading and adoption. Member burns moved to adopt New BP 5131.2, Bullying.

Motion: Burns **Second:** Fox **Vote:** 4-0

H. BOARD COMMUNICATION

Member Fox attended the PRIDE authors' event. Student authors signed their stories and photos of themselves. He read a story written by James.

President Bartholomew asked the Board how they would like to address with the Quail Brush issue. Members El-Hajj and Burns would like to send a letter to the CEC, with copies to the City of San Diego, the County Supervisors, and the San Diego City Planning Commission. President Bartholomew said the Planning Commission will be meeting on June 28th to consider the zoning and he would like to send a District representative, as Grossmont has to a past meeting, to express the District's concerns with the plan. Member Burns believes the protocol for an elected body would be a resolution for public record. He would like to do both a resolution and a letter. President Bartholomew plans to bring this subject to the Board as a discussion item. Member Ryan, joining by teleconference, said this was an item also that was discussed at the Chamber. They believe it is too early to make a decision. They have a different

perspective. Member Ryan believes we need to be sure that the impact is true if we state such in a letter. Cogentrix has revised their application. We could ask the City of San Diego to delay making a decision since we don't have all of the information. President Bartholomew said the impact is unknown on the health and safety for our schools. A sample letter was presented and Board members should send revisions/edits to Linda to develop a letter to bring to the Board. President Bartholomew will work with Dr. Shaw on a script for the Planning Commission hearing on June 28th.

Dr. Shaw reported this is Kristin Baranski's last meeting as a member of Executive Council. She will be moving to Carlton Oaks as Principal. Dr. Pierce will move into the Director II of Educational Services position beginning July 1.

Dr. Shaw announced that he will be retiring from Santee School District on October 31st. He said there are a lot of initiatives coming with Strategic Planning and it will be good to have a new superintendent to come in on the beginning of the process.

President Bartholomew thanked both Dr. Shaw and his wife Maryann for coming to Santee when the District looked to bring him back into the Santee family. The District was really in need for continuity in leadership. Dr. Shaw has delivered what the Board believed he would bring as Superintendent. President Bartholomew said he has learned a lot from Dr. Shaw while he has been here.

I. CLOSED SESSION

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

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)
- The Board entered closed session at 9:10 p.m. Member Ryan joined via teleconference.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:20 p.m. Board President Bartholomew reported that while in closed session the Board continued deliberations from a special closed session meeting held on June 5, 2012 and took action by a vote of 4-1 to uphold Administration's recommendation for suspension without pay for employee # 608122. No other action was reported.

K. ADJOURNMENT

The June 19, 2012 regular meeting adjourned at 10:22 p.m.

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Gift Awarded to Debbie Williams to Support the Instructional Program	\$750.00	San Diego Masons	Cajon Park School
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$490.00	Hager Photography	Rio Seco School
TOTAL DONATIONS RECEIVED	\$1,240.00		

RECOMMENDATION:

Administration recommends acceptance of the donations 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 donations above are valued at \$1,240.00.

STUDENT ACHIEVEMENT IMPACT:

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

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.

Motion: | Second: | Vote: |

Agenda Item D.2.2.

Consultant / General Service Provider Report
 July 17, 2012

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
McAlister Institute	General Service Provider	Drug Testing Services	7/1/12 - 6/30/13	\$15/test (not to exceed \$500)	Pupil Services	Independent Contractor
Mad Science	General Service Provider	Science Enrichment Program	5/2/12 - 6/20/12	\$4,497.50	PRIDE Academy	Independent Contractor
Laura Smith	Consultant	Alternative School Instructional Support	8/27/12 - 6/19/13	\$31.17/hour (not to exceed \$5,000)	Alternative School	Employee

Agreements Below Were Approved by the Board of Education and Have Exceeded Original Budgeted Amount

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Original Amount and Approval Date	Requested Increase/ Contract Total	Funding	Payment Type (Independent Contractor or Employee)
Laura Smith	Consultant	Alternative School Instructional Support	10/5/11 - 6/26/12	\$4,000/ Approved 10-4-12	\$1,000 (Contract total not to exceed \$5,000)	Alternative School	Employee

Consent Item D.2.3. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement

Prepared by Karl Christensen

July 17, 2012

BACKGROUND:

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

SANTÉE SCHOOL DISTRICT Uniform Complaint Quarterly Report April 1, 2012 through June 30, 2012			
	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Mis-assignment	0	0	0
Total	0	0	0

RECOMMENDATION:

It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending June 30, 2012 and authorize administration to submit the report to SDCOE.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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

STUDENT ACHEIVEMENT IMPACT:

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

Motion:

Second:

Vote

Agenda Item D.2.3.

BACKGROUND:

Santee School District and the City of Santee have worked together to provide cooperative services such as crossing guards at busy intersections to ensure the safety of children in the Santee community. Additionally, the District has entered into cooperative agreements with various school districts in the past to provide transportation services for field trips and special education students.

The Santee Teen Center is a valuable place to engage teenage children in a positive environment. The District and the City are mutually interested in and concerned with the provision of adequate transportation services from schools to the Santee Teen Center. At its November 21, 2006 meeting, the Board of Education approved a Transportation Services Agreement and began providing transportation services in February 2007. Administration has received a renewal request for the transportation services agreement from the City of Santee for the 2012-13 year.

Due to the increase in fuel costs over the past year, the Santee Teen Center will pay the District \$10.00 per student, per week (an increase of \$0.50 from the previous amount of \$9.50. They will also pay a mutually agreed upon rate, not to exceed the published field trip price of \$27.13 per hour and \$3.00 per mile, for field trips.

RECOMMENDATION:

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

This recommendation supports the following District goal:

- 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 SERVICES:

The revenue generated by the District will be determined by the number of students participating and the number of field trips scheduled, and will be used to cover the cost to the District for this service.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____ Agenda Item D.2.4.

**TRANSPORTATION SERVICES BETWEEN THE
SANTEE SCHOOL DISTRICT AND THE CITY OF SANTEE**

AGREEMENT

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

WITNESSETH

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

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

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

NOW THEREFORE, it is hereby mutually agreed as follows:

A. INSURANCE AND INDEMNITY:

1. Insurance Required. The District shall take out and maintain, during the performance of all terms of this Agreement, the following types and amounts of insurance. The term "insurance" shall be understood and agreed to include any self insurance provided to the District as a member of the San Diego County Schools Risk Management Joint Powers Authority as an authorized self-insurer.

- a. Commercial General Liability insurance with limits no less than \$2,000,000 per occurrence / \$2,000,000 aggregate, for bodily injury, personal injury, and property damage;
- b. Commercial Automobile Liability insurance (any auto) with limits of \$1,000,000 per accident for bodily injury and property damage;
- c. Employer's Liability insurance with limits of \$1,000,000 per accident for injury or disease; and
- d. Workers' Compensation insurance as required by the State of California.

2. Evidence of Insurance. The District shall file with the City evidence of insurance certifying coverage as required above. Such evidence shall include original copies of acceptable additional insured endorsements, and a Certificate of Insurance (most recent version of Acord Form 25 or equivalent). All evidence of insurance shall be

signed by a properly authorized officer, agent or qualified representative of the self-insured and/or insurer and shall certify the District as a named insured, and the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3. Policy Provisions.

- a. The District will name the City and all of its officers, employees, volunteers, and agents as additional insured on all automobile liability policies required to meet the limits stated in section A.1. above, for the term of the agreement. As an additional insured, the City shall be expressly endorsed onto the policy as a cancellation notice recipient such that the City shall receive a copy of any cancellation notice in the event a policy is cancelled.
- b. Automobile Liability insurance policies shall contain a provision stating that the District's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss

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

5. District Liability. The District's liability for Transportation services shall begin upon entry to District vehicles and end upon exit from District vehicles.

B. DISPUTE RESOLUTION:

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

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

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

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

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

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

- b. The District shall provide transportation to locations within County boundaries and locations mutually agreed to by the District and City.
2. The District shall submit to the City, a bill for the transportation service on a monthly basis.

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

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

Teen Center:

\$10.00 per student per week. The City shall provide the District with a weekly roster of students eligible to utilize the transportation program. The deadline for the City to submit weekly roster to the District will be agreed upon by both parties. The District shall provide the City with an invoice based on the roster submitted by the City.

Recreation Programs:

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

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

D. GENERAL PROVISIONS:

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

The employees and other agents of the District are not the employees of the City. The term of this agreement shall be from July 1, 2012 through June 30, 2013; however, either party may terminate the same at any time upon thirty (30) days notice in writing.

Attachment D

Date	Pickup time	Pickup location	Destination	Return pickup time	Dropoff	Notes
July 10	Local pickup	Delivery for Jr. Leaders within city limits - dates TBD - will call to arrange.				
Tues. July 11	1:00 pm	Town Center Community	Return trip from pool	N/A	Teen Center &	\$80
Tues. July 17		Park East - next to YMCA over the bridge			Big Rock/Bld. CSD1	
Tues. July 24						
Tues. July 31						
Tues. Aug 7		One of these dates to be determined	return trip from Albertson's @ Mast & Magnolia			
Tues. Aug 14		from Santee				
Tues. Aug 21		Albertson's				
Mon-Fri. July 9-16						\$10
Mon-Fri. July 16-20	7:45 am sat	Woodglen Vista Park	Hill Creek School	N/A	Project Safe	
Mon-Fri. July 23-27						
Wed. July 23	9:00 am	Big Rock/Bld. CSD1	Colorado Tidelands Park	2:00 pm	Teen Center & Big Rock/Bld. CSD1	\$350
Thu. July 28	9:30 am	Big Rock/Bld. CSD1	Pease Park	3:00 pm	Teen Center & Big Rock/Bld. CSD1	\$350
Fri. July 28	9:00 am & 10:00 am	Big Rock/Bld. CSD1	Knott's Soak City	2:00 pm	Big Rock/Bld. CSD1	\$675
Wed. Aug 1	9:00 am	Big Rock/Bld. CSD1	Mission Beach	2:00 pm	Teen Center & Big Rock/Bld. CSD1	\$338
Wed. Aug 8	9:00 am	Big Rock/Bld. CSD1	Knott's Soak City	2:00 pm	Teen Center & Big Rock/Bld. CSD1	\$450
Wed. Aug 15	9:00 am	Big Rock/Bld. CSD1	LaJolla Shores	2:00 pm	Teen Center & Big Rock/Bld. CSD1	\$335
Wed. Aug 22	9:30 am	Big Rock/Bld. CSD1	Ice Skating @ UTC	2:00 pm	Teen Center & Big Rock/Bld. CSD1	\$310

**ATTACHMENT A
TEEN CENTER**

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

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

2. Scheduled pick-up times will be set by mutual agreement of the Parties in August 2012. City of Santee will be notified of any time changes twenty-four (24) hours prior to the change. The District will provide notice to:

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

3. The City shall be responsible for providing to the District a weekly roster of students participating in the program.

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

**ATTACHMENT B
RECREATION PROGRAMS**

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

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

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

ATTACHMENT C

SANTEE SCHOOL DISTRICT BUS RULES AND REGULATIONS

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

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

1. Only normal conversation is allowed in the bus. Rude, discourteous and annoying conduct is prohibited at all times.
2. Nothing is to be put out of the windows at any time. Objects are not to be thrown in to, out of or at the bus.
3. Students are to **remain seated** while the bus is in motion. The aisles are to remain clear and everyone is to face forward while sitting in the seats. If the bus seats are equipped with passenger restraint system (seat belts), they must be worn.
4. Preparation for boarding and departing from the bus will take place **after** the bus has come to a complete stop **and the door is opened**.
5. Emergency doors are to be used only for intended purposes. Students must keep their hands off emergency equipment as this is to be used in case of an accident or emergency.
6. Physical contact such as slapping, hitting, poking, shoving, pulling hair, etc. in the bus or while at the bus stop in is unacceptable.
7. **NO** Glass articles, of any kind are not allowed on the bus.
8. Animals, reptiles or insects of any kind are prohibited.
9. All students who must cross the street on which the bus is stopped, must cross in front of the bus with the bus driver.
10. Eating, drinking, and chewing gum is not permitted on the bus.
11. All students will refrain from using profane language, vulgar gestures, taunting and teasing, etc.
12. Damage to or defacing to the bus is prohibited.
13. Students must not tamper with bus controls at any time.
14. Spitting is prohibited at all times.
15. Students are to ride the bus to/from their designated bus stop only.
16. Students are to give accurate identification when requested by the driver.
17. Tobacco, lighters, and/or matches are not allowed on the bus.
18. Cell phones must be turned off and put away while on board the bus. If it is **SEEN, USED OR HEARD** it will be confiscated.
19. Any behavior that endangers the life or limb of riders or the driver, or that creates an unsafe condition will not be tolerated.
20. The bus driver is in charge of the bus and all students will show proper respect to the driver of the bus. The bus driver may designate where students must sit on the bus.

BACKGROUND:

On August 17, 2010, the Board approved a contract with InterSchola for surplus asset management services. Administration recommends renewal of this contract. InterSchola provides an online auction format through E-Bay. All legal requirements of the surplus item sales are included in the services provided by InterSchola. Additionally, a savings of personnel and labor costs to move items and coordinate sales is realized. It is a very effective resource to sell unwanted items that take up limited storage space. Any unwanted items can be surplus sold from its current storage location by InterSchola.

RECOMMENDATION:

It is recommended that the Board of Education renew and approve the agreement for surplus asset management disposition services with InterSchola for 2012-13.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no additional cost to the District since surplus sales are funded from a percentage of the proceeds pursuant to the agreement. Some cost savings should be realized. Very little funds have been produced from past surplus sales and the implementation of this new model will greatly reduce staff time and energy moving items to the central warehouse and yard by allowing surplus materials to continue to be auctioned from their location.

STUDENT ACHIEVEMENT IMPACT:

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

Motion

Second

Vote

Agenda Item D.2.5.



Partners in Asset Lifecycle Management
for School Districts and Public Agencies
Experts at Unearthing Value from Surplus Goods

InterSchola orchestrates a unique online auction process to sell surplus goods on behalf of school districts & public agencies.

InterSchola is committed to helping education institutions and public agencies recycle used equipment into the community. InterSchola's online auction service model creates a vibrant secondary market for your surplus goods and returns significant dollars to your organization from the sale of these no longer needed assets.

We organize the online auction process from start to finish. Utilizing the eBay auction environment, InterSchola manages the sale of your surplus goods to buyers to a global audience of 80 million registered users.

- We help you administer the surplus reallocation/sale/disposal process in accordance with relevant regulatory requirements.
- We help you reduce storage costs, labor costs and disposal costs for your organization.
- We help you maximize the financial impact from the sale of surplus goods.
- We help you divert surplus goods from landfill to more productive uses in the community.

Our success in finding qualified, motivated and reliable buyers is proven across a spectrum of education and agency-related asset categories, including: facilities and maintenance equipment; fleet vehicles and school buses; food service equipment and industrial arts equipment; fixtures and furnishings; computers and other technology; portable buildings/mobile units, recreation equipment and more.

We do the work, so you don't have to.

As a full-service partner, InterSchola will be available on an ongoing and as needed basis to:

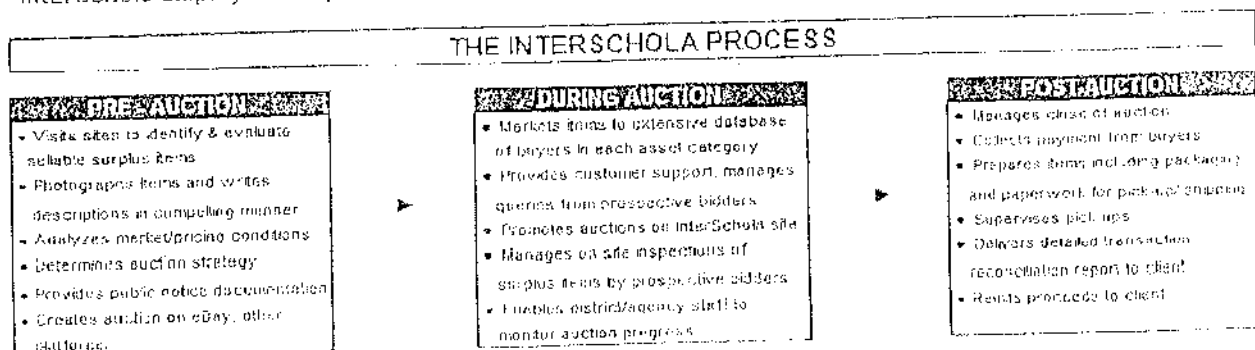
1. Evaluate and assess market conditions and potential value of your surplus assets
2. Inventory surplus goods on site and prepare documentation for board/management approval
3. Compose accurate and detailed descriptions of your items
4. Stage appropriate photographs and/or video representations of surplus assets to compliment written descriptions
5. Prepare public notice documentation of the on-line auction in accordance with state regulations (if necessary).
6. Create on-line auction listings to list for auction on the eBay platform and/or through other surplus goods channels
7. Market your auctions to an extensive database of committed buyers
8. Manage all communication with prospective buyers including hosting an on-site inspection for potential bidders
9. Handle all aspects of taking payment upon auction close
10. Coordinate shipping and/or pickups with buyers
11. Deliver a proceeds check and detailed reporting to document surplus sales for your records
12. Recommend sales, marketing, lotting and pricing strategies consistent with the needs and priorities of your organization to maximize dollar value, minimize cost and ensure efficiencies.

We make it easy to get started. InterSchola's service agreement is non-exclusive. We require zero upfront financial commitment. After we have found buyers for your surplus property, we share the proceeds with you!

Please find additional information about our unique process and what differentiates us from other solutions on the "Services" section of our website: www.interschola.com.

Have questions? Contact us by email at surplus@interschola.com or by phone at 1-888-653-7360 x2.

InterSchola employs a unique full service service offering that saves staff time and expedites high returns.



INTERSCHOLA™ SERVICES AGREEMENT

This Services Agreement ("Agreement") is made as of the last date set forth below in the signature blocks of this Agreement (the "Effective Date") by and between Interscholastic Trading Company, LLC, having its principal place of business in San Francisco, California ("InterSchola"), and SANTA LUCIA School District, located in SANTA LUCIA, California ("Client").

Recitals

A. InterSchola offers a service to assist Client in selling surplus new and used education goods in an online auction environment and through other surplus goods channels in compliance with CA Education Code Sections 17540-17542, 17545-17547, 60510-60511 and/or 81450-81460 as appropriate.

B. Client desires to sell surplus education goods and to engage InterSchola to assist in such endeavor.

Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. InterSchola Responsibilities.

InterSchola shall use commercially reasonable efforts to perform the services as more fully described in Exhibit A ("Auction Plan and Schedule") and to complete such services in a professional and workmanlike manner. InterSchola may retain independent contractors to manage the auction activities remotely and at the Client location(s) ("Field Auction Manager(s)") and shall use commercially reasonable efforts to ensure that the Field Auction Managers perform their tasks in a professional and workmanlike manner. InterSchola shall be in compliance with all laws, ordinances, rules and regulations relevant as a result of the services contemplated hereunder. InterSchola shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. InterSchola may update Exhibit A ("Auction Plan and Schedule") by providing Client thirty (30) days written notice.

2. Client Responsibilities.

Client agrees to assign a representative who will be the primary contact for InterSchola (the "Client Representative") to work with InterSchola and its Field Auction Manager(s). Client will provide a safe and clean environment for the Field Auction Manager(s) in which to perform his/her inventory and related work. Further, Client acknowledges that InterSchola's ability to perform as required under the Auction Plan and Schedule will require Client to perform certain tasks as contemplated in Exhibit A, which Client agrees to perform in a commercially reasonable manner. Client shall be in compliance with all laws, ordinances, rules and regulations relevant as a result of the services contemplated hereunder. Client represents that it has the right to sell any items to be sold in connection with this Agreement. Client will indemnify and hold harmless InterSchola and its officers, Managers, employees and agents from and against all claims, damages, losses or costs (including reasonable attorney fees) arising in connection with any claim based on or arising from items sold or offered for sale in connection with this Agreement or title thereto, except to the extent such claim is based on the negligence or willful misconduct of InterSchola or its agents.

3. Relationship of the Parties.

Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between Client and InterSchola or between Client and InterSchola's Field Auction Manager(s). InterSchola agrees and acknowledges that neither it nor any of its employees or independent contractors shall be considered officers, employees or agents of Client and are not entitled to benefits of any kind from Client and InterSchola shall be responsible for payment of all federal, state and local taxes or contributions, if any, including for unemployment insurance, social security and income taxes with respect to InterSchola's employees.

4. Fees.

Client agrees to receive payment for items sold by InterSchola on behalf of Client less fees to InterSchola as set forth in Exhibit B ("Fee Structure"). InterSchola may update Exhibit B from time to time by providing Client thirty (30) days written notice, but in no event will such an update affect any listings for which Public Notice has already been posted. Client shall be responsible for the payment of any other fees, fines, licenses or taxes (including sales tax collected) required of or imposed against Client.

5. Client Acknowledgements.

Client acknowledges and agrees that: (i) InterSchola cannot predict how much, if any, revenue will be produced for Client through the activities contemplated in the Auction Plan and Schedule; (ii) the parties may not succeed in significant reduction of inventory or storage requirements for Client; (iii) active participation in the Auction Plan and Schedule by an appointed Client Representative will be required by Client and its employees or contractors (as set forth in this agreement); (iv) the Field Auction Managers may be independent contractors retained by InterSchola, and may not be fully bonded or insured; and (v) InterSchola makes no representation that it has performed background checks on all employees or independent contractors of InterSchola, and as a result Client agrees to assign Client Representative to supervise and monitor InterSchola's employees or Field Auction Managers while they are on Client's site and not to permit InterSchola nor any of its employees or Field Auction Managers to have contact with any pupil during the course of performing the services contemplated herein.

6. Confidentiality; Limits Imposed by Law.

InterSchola acknowledges that its Confidential Information may be disclosed to members of the public as required by the California Public Records Act (Government Code section 6250 et seq.) or at Client's public board meetings pursuant to the Brown Act (Government Code Section 54950 et seq.) Except to the extent required by these or other laws, a party receiving Confidential Information from the other party will not disclose or use it except as necessary to perform its obligations or enforce its rights under this Agreement, and each party will take all reasonable steps to ensure that its employees and agents comply with the foregoing. In the event of use or disclosure by the receiving party in violation of this Agreement, the disclosing party will be entitled to seek legal or equitable relief without posting bond.

"Confidential Information" means: (i) with respect to Client, any personally identifiable information of a student of Client's; (ii) with respect to InterSchola, all information which gives InterSchola a competitive business advantage or the disclosure of which would be detrimental to its interests; (iii) the terms of this Agreement; and (iv) all information that is marked as confidential. "Confidential Information" does not include information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) is received by the receiving party from a third party other than in breach of confidentiality obligations; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

7. Disclaimer of Warranties.

INTERSCHOLA DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INTERSCHOLA OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF INTERSCHOLA'S OBLIGATIONS HEREUNDER.

8. Limitation of Liability and Damages.

EXCEPT WITH RESPECT TO CLIENT'S INDEMNIFY OBLIGATIONS IN SECTION 2, NEITHER PARTY NOR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT WILL INTERSCHOLA'S LIABILITY ARISING OUT OF OR OTHERWISE WITH RESPECT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE GREATER OF THE MAXIMUM AMOUNT COVERED BY ANY APPLICABLE INSURANCE CARRIED BY INTERSCHOLA OR THE AMOUNTS RECEIVED BY INTERSCHOLA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE LIABILITY IS DETERMINED.

9. Term and Termination.

The term ("Term") of this Agreement shall begin on the Effective Date and shall continue thereafter for one year with automatic one year renewals. Either party may terminate this Agreement for material breach by the other party that is not cured thirty (30) days after receipt of written notice by the non-breaching party. Following the first anniversary of the Effective Date, either party may terminate this Agreement for no cause by providing thirty (30) days written notice to the other party.

10. Publicity.

Client grants InterSchola the right to and agrees that InterSchola may use Client's name and the existence of this Agreement in client lists, presentations or promotions with prior written approval from Client, which shall not be unreasonably withheld.

11. Insurance.

InterSchola shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by InterSchola.

InterSchola shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence. \$2,000,000 aggregate.

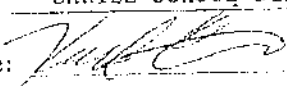
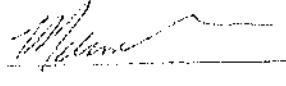
12. General Provisions.

12.1. Arbitration and Governing Law. Except as provided below, any dispute, controversy or claim relating to this Agreement shall be resolved in San Francisco, California in accordance with the then-existing Commercial Arbitration Rules promulgated by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court. This Agreement shall be governed by the laws of the State of California without reference to its conflict of laws rules.

12.2. Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.

- 12.3. Anti-Discrimination. InterSchola will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, age, sexual orientation or gender of such persons.
- 12.4. Assignment. The obligations of InterSchola pursuant to this Agreement may not be assigned, except, in the case of a merger or acquisition of all or substantially all of InterSchola's business.
- 12.5. Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
- 12.6. Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.
- 12.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond such party's reasonable control, including but not limited to acts of God, weather, fire, floods, strikes, work stoppages, slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of government, and acts of war or terrorism.
- 12.8. Survival. The following provisions shall survive termination or expiration of this Agreement: Section 2 (but only with respect to Client's indemnity obligation); Section 6 (Confidentiality); Section 7 (Disclaimer of Warranties); Section 8 (Limitation of Liability and Damages), and Section 12 (General Provisions).

AGREED AND ACKNOWLEDGED:

CLIENT: <u>SANTEE SCHOOL DISTRICT</u>	<u>INTERSCHOLASTIC TRADING COMPANY, LLC</u>
Signature: <u></u>	Signature: <u></u>
Print Name: <u>Karl Christensen</u>	Print Name: <u>Melissa Ann Shepard</u>
Title: <u>Asst. Superintendent Business Services</u>	Title: <u>6510627</u>
Date: <u>August 17, 2010</u>	Date: <u>10/12/10</u>

Please fax the complete signed contract to (415) 651-9676.

In addition, please mail two (2) signed copies (with original signatures) of the complete agreement to:

InterSchola
1004A O'Reilly Avenue, 3rd Floor
San Francisco, CA 94129

Exhibit A
AUCTION PLAN & SCHEDULE

GENERAL SERVICES

- For first time clients, InterSchola agrees to make an initial visit ("Initial Visit") to Client location(s) within a reasonable and agreed to time frame following the initial request by Client to introduce the InterSchola Field Auction Manager(s) to the Client Representative
- Client agrees to schedule and host subsequent Field Auction Manager visit(s) to assess identified surplus inventory ("Inventory Assessment") as agreed to by InterSchola and Client.
- Once items have been identified, by the Client, as InterSchola Managed Inventory, InterSchola reserves all rights to manage the sale/disposal of such assets in accordance with this agreement and/or any partner agreements until such assets are "released" to the Client.

AUCTION SERVICES - INVENTORY ASSESSMENT

- InterSchola Field Auction Manager sorts identified surplus asset inventory on Client premises /evaluates asset quality/determines feasibility of assets for sale in an open market environment ("InterSchola Managed Inventory").
- InterSchola Field Auction Manager creates inventory list, takes digital photos and detailed notes on each asset determined feasible for sale in an open market environment.
- InterSchola Field Auction Manager and/or other InterSchola staff creates public auction listings for each asset determined feasible for sale in an open market environment using detailed product descriptions based upon knowledge of the education market and the online auction market.
- POTENTIALLY DANGEROUS ITEMS. With respect to an asset/asset(s) which InterSchola reasonably determines to be potentially dangerous to test, including items which may be electrical, mechanical, motorized or otherwise operable (e.g. automobiles, power tools, sharp tools etc.), Client shall be responsible for testing the asset in the presence of InterSchola Field Auction Manager in order for the product listing to include a valid statement regarding proven operability of the item at the time of listing.
- Should InterSchola Field Auction Manager discover an environment that is not safe or clean to perform inventory, InterSchola reserves the right to cancel inventory efforts, or postpone resumption of inventory until working conditions can be improved.

AUCTION SERVICES - GENERAL

- Prior to a sale, the district must give public notice. InterSchola provides documentation to Client to be used for purposes of satisfying the requirement of public notice for a surplus auction.
- In compliance with CA Education Code Section 17545, InterSchola posts appropriate auction listings to eBay, to satisfy education code requirements for public auction. InterSchola may, at its own discretion also make items available for auction through other public bid forums, though not in conflict with an auction already in progress. InterSchola pays all fees associated with listing assets on eBay and/or sales and marketing costs through other channels chosen by InterSchola
- InterSchola sends listings to Client via email prior to auction launch. Client must review all listings and send email response to InterSchola to confirm reasonable accuracy of listing content. Should Client not respond to InterSchola in advance of auction launch, InterSchola will assume for purposes of this agreement that district has approved listing content. In this case, should a buyer later use a listing error as the basis for a refund, this error will be deemed the responsibility of the Client. See BUYER REFUNDS section of Exhibit B below.)
- InterSchola supports high-level marketing to the intended buyer community in conjunction with partner auction site. In addition, InterSchola may feature public notice of current, upcoming and past auctions on the InterSchola website to promote additional buying activity.
- InterSchola initiates auction and manages all customer queries through auction end, receipt of payment and shipping or delivery of item ("Auction Close").

AUCTION SERVICES - AUCTION CLOSE

- InterSchola collects payment (sale price plus shipping and handling and appropriate sales tax) from winning bidder(s) in accordance with close of auction/sale and payment procedures specified in the InterSchola item description.
- InterSchola Field Auction Manager returns to Client location(s) usually within 5-10 business days after the auction end date (First Pickup Day) to package paid items and coordinate deliveries of goods to winning bidder(s)/buyer(s). An additional Backup Pickup Day is also scheduled in advance with Client for items for which payments were not received before the First Pickup Day.
- Client may be asked to facilitate pickups on days other than the First Pickup Day or Backup Pickup Day. Preparation for such pickups will have been made by the InterSchola Field Auction Manager and in such cases, the Client Representative will be adequately briefed on required activity, including handling of paperwork, to ensure that such pickups are handled smoothly

Should a confirmed or unconfirmed buyer arrive unannounced on a day other than a scheduled pickup day, Client is to notify InterSchola immediately.

- InterSchola may request assistance from Client Representative or other staff for moving large assets for purposes of inventorying items and/or preparation for packaging and delivery of items. Examples of such requests from InterSchola may include: a) assistance in the movement of heavy assets at Client location by Client Representative (i.e. by forklift), b) request for palletizing assets by Client Representative to assist with sale of assets, c) placing salvage assets in salvage bins arranged for delivery and removal by InterSchola, d) provision of surplus packaging materials that otherwise would be discarded by Client, or e) request to handle the "Transfer" of an item that has been prepared for pickup should a buyer or buyer representative be unable to attend one of the scheduled pickup days. If the Client is unable to confirm assistance, InterSchola may at its own discretion choose not to handle the listing of those items for which assistance will be required to successfully complete the sale.
- InterSchola confirms receipt of goods by buyer(s) through email confirmation from buyer and/or acknowledgement by third party shipping or delivery service.

COMPLEX ITEMS

- On behalf of its clients, InterSchola may list for sale certain items, herein referred to as "Complex Items," that require greater time and attention than standard items for inventory, auction preparation, marketing, and/or packing, shipping, dismantling or making arrangements for removal. "Complex Items" may include, but are not limited to: portable classrooms; mobile units; office trailers; building structures of any kind; large, complex machinery or equipment or maintenance "systems"; items that require complex "handling" (e.g. crating); LOTS that will require multiple days for removal; or items that have a very limited marketplace. InterSchola will work to facilitate a successful transaction of such items as directed by the Client, subject to the fee structure for Complex Items in Exhibit B.
- Should InterSchola deem an item not listed by category in Exhibit A to be a "Complex Item", it will give notice thereof to Client before items are offered for sale. In this case, Client may remove the item from InterSchola-Managed Inventory by notice to InterSchola within 3 business days after it receives notice of the "Complex Item" designation. Alternatively, InterSchola may at its own discretion choose not to include such item.
- On behalf of its clients, InterSchola may agree to perform an Inventory Assessment on a selection of items that requires greater time and attention than a standard Inventory Assessment. "Complex Inventory Assessments" may include, but are not limited to Inventory Assessments at multiple locations or at locations for which access by the Field Auction Manager is not readily available (e.g. non warehouse locations). Often times, InterSchola cannot determine whether an Inventory Assessment is "Complex" until the Field Auction Manager visits the inventory locations. Should InterSchola deem an Inventory Assessment to be a Complex Inventory Assessment, it will give notice thereof to Client before offering items for sale. In this case, Client may remove the item from InterSchola-Managed Inventory by notice to InterSchola within 3 business days after it receives notice of the "Complex Item" designation. Alternatively, InterSchola may at its own discretion choose not to include such item.

SALVAGE ASSETS

- InterSchola may research other channels for sale/disposal of assets deemed not saleable in an open market environment pursuant to and in accordance with CA Education Code Section 17540 and 17546 (and in the case of Instructional Materials, 60510-60511).
- InterSchola uses commercially reasonable efforts, including services of InterSchola partners, to find (Salvage) buyers of such assets at the best price for Client.
- InterSchola collects payment from buyer(s) in accordance with terms set forth by InterSchola.
- InterSchola Field Auction Manager returns to Client location(s) usually within 5-10 business days after the auction end date (First Pickup Day) to package paid items and coordinate deliveries of goods to winning bidder(s)/buyer(s). An additional Backup Pickup Day is also scheduled in advance with Client for items for which payments were not received before the First Pickup Day.

OTHER

- InterSchola manages transfer of proceeds for Completed Sales to Client on a rolling basis within three months (approximately 75- 90 days) of the auction end date. A Completed Sale is defined as an item which has been sold, payment received from buyer and item removed from Client location, either shipped or picked up. If an item has been sold, but payment has not been received from buyer or pickup/shipping is not completed before the three-month period has been completed, the transfer of funds will be made in the next semi-monthly rolling payment cycle, after removal of the item has been confirmed.
- Proceeds are defined as total of sales price plus sales tax collected less InterSchola commission/fees. Calculations of individual auction listing proceeds will be presented with each payment.
- InterSchola does its best to ensure buyer/customer satisfaction. In the event that the buyer is not satisfied with product received from Client, InterSchola will arrange settlement with the buyer in accordance with eBay guidelines (a link to these guidelines can be found here: <http://pages.ebay.com/help/policies-process.html>) InterSchola does not accept Returns. All InterSchola auction items are sold "as-is." See BUYER REFUNDS section of Exhibit B below.)

- In the case that an item does not sell at auction or that a transaction is cancelled without payment or pickup, InterSchola will determine feasibility for other means of sale in accordance with CA Education Code Section 17540 and 17546 (and in the case of Instructional Materials, 60510-60511).
- Client is responsible for any fees associated with posting Public Notice, including but not limited to public advertising costs, if required or determined by the Client. In no event will Client be responsible for InterSchola's corporate income tax or any other fees, fines, licenses or taxes required of or imposed against InterSchola.

Exhibit B
FEE STRUCTURE (STANDARD ITEMS)

ASSETS SOLD IN AN OPEN MARKET ENVIRONMENT

	Description	Terms	
InterSchola Percent of Sale	Percent of net final auction listing transaction value	Sale Price <\$1000.00 >\$1000.01	InterSchola Percentage of Sale 48% 48% of the first \$1000, plus 28% of the amount above \$1000
InterSchola Service Fee	Per hour for on-site services provided by InterSchola Field Auction Manager(s) to sort inventory/evaluate asset quality/determine feasibility for sale		WAIVED
InterSchola Network Payment	Flat annual fee to join InterSchola Network		WAIVED

Sample Percent of Sale fee calculations:

Final sale price/item or multiple item listing	Percent of Sale fee calculations (InterSchola commission fees deductible from Client proceeds):	
Example (final sale price): \$400	Client gets \$208	$[(48\% * \$400)] = \192 InterSchola effective rate -- 48%
Example (final sale price): \$3600	Client gets \$2392	$[(48\% * \$1000) + (28\% * \$2600)] = \$480 + \$728 = \$1208$ InterSchola effective rate - 34%

FEE STRUCTURE (COMPLEX ITEMS/ COMPLEX INVENTORY ASSESSMENTS)

Due to the additional requirements to manage these auction sales, InterSchola's fee structure for Complex Items is as follows:

	Description	Sale Price	InterSchola Percentage of Sale
InterSchola Percent of Sale	Percent of net final auction listing transaction value	<\$2500.00 >\$2500.01	48% 48% of the first \$2500, plus 28% of the amount above \$2500 * Plus service fee, if applicable

InterSchola Service Fee	Per hour for services provided by InterSchola in executing sale (first four hours are free.)	\$35.00/hour (*)
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(*)A Service Fee at a rate of \$35/hour will be charged for all work performed by the InterSchola field and listing teams on these Complex Items/COMPLEX INVENTORY ASSESSMENTS in excess of 4 hours of attention (including, but not limited to, inventory, research, inspections, handling, etc.), before/during and after sale, to manage sale to Completion. InterSchola Service Fee, if applicable will be itemized and deducted from total proceeds of each auction round.

FEE STRUCTURE (SALVAGE ITEMS)

InterSchola Percent of Sale	Percent of final sale	50% (salvage value)
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InterSchola categorizes all items SOLD in forums other than the eBay marketplace as SALVAGE.

IN ALL CASES ABOVE:

- * Client will be responsible for fees associated with the posting of the public notice of sale of surplus assets in accordance with CA Ed Code Section 17545 including but not limited to public advertising costs, if required or determined by the Client.
- * Packaging materials will be provided by InterSchola unless otherwise agreed to by Client. All shipping and handling fees will be the responsibility of InterSchola unless otherwise agreed to by the Client per Exhibit A.
- * Refunds
 - All refunds are a reduction to selling price. Revenue split between client and InterSchola is based on net sales price after refund.
 - If refund is caused by misinformation from client, missing or damaged items, Client will be charged an additional fee equal to 25% of refund amount.
 - Charge will appear on InterSchola/Client invoice as an InterSchola Item Service Fee.
- * Terminated Auctions
 - Items removed from the auction process at the client's request after inventory assessment but before auction listing will be assessed a fee of \$35.
 - Items removed from the auction process at the client's request after auction listing but before sale will be assessed a fee equal to 50% of the auction start price.
 - Items that are sold at auction cannot be removed from the auction process and transactions cancelled without agreement of buyer. Should buyer agree to cancel sale, client will be charged a fee equal to 50% of the sales price.
 - Charge will appear on InterSchola/Client invoice as an InterSchola Item Service Fee.

Consent Item D.3.1.

Approval of Outdoor Education Program Agreements
with the San Diego County Office of Education

Prepared by Dr. Stephanie Pierce
July 17, 2012

BACKGROUND:

The San Diego County Office of Education has submitted agreements for its Outdoor Education Program to the District for approval. Fees for the Outdoor School Program are \$280 for the 5-day program (or \$236 for 4 days when scheduled during a week including a holiday) for each child in full attendance, which is an increase of \$10 for the 5-day program and \$9 for the 4-day program from the 2011-12 fee.

Program charges during the 2011-12 school year for the 5-day program per student was \$287 which included \$270 paid to the San Diego County Office of Education and \$17 for transportation costs and student insurance. The tentative schedule and fees for the Outdoor Education Program are below.

In addition, fees for the Marine Science Program half-day Floating Lab are \$660 per trip, the same fee schedule as the 2011-12 fee per trip.

School Site	Departure Date	# of School Days	Cost - Camp, Transportation, Insurance
Hill Creek	10/29/12	5 days	\$297
Cajon Park	11/26/12	5 days	\$297
Carlton Hills Sycamore Canyon	12/03/12	5 days	\$297
Rio Seco	12/10/12	5 days	\$297
PRIDE Academy	12/17/12	4 days	\$253
Pepper Drive	1/28/13	5 days	\$297
Carlton Oaks Chet F. Harritt	03/04/13	5 days	\$297

RECOMMENDATION:

It is recommended that the Board of Education approve the 2012-13 Outdoor Education Agreements with the San Diego County Office of Education.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Provide social, emotional and health service programs, integrated with community resources, to foster student character and personal well-being.

FISCAL IMPACT:

The cost per student for the Outdoor School Program is \$297 (5-day program) or \$253 (4-day program), which includes camp fees paid to the San Diego County Office of Education, transportation fees, and \$0.60 per student for student insurance. Student contributions, scholarships, and fundraisers all contribute to funding needed for students to attend camp. The District is anticipating another increase in transportation costs for the 2013-2014 school year by \$3 per student. Administration will be communicating this increase with incoming grade five students.

The cost of the Marine Science Floating Lab is \$660 per trip paid through student contributions, site categorical funding, and PTA donations. Students needing financial assistance are assured participation through PTA donations and scholarships.

STUDENT ACHIEVEMENT IMPACT:

The Outdoor Education Program provides students with an enriched, alternative learning experience. The Program mission is to provide students with experiential learning programs that enhance awareness and scientific understanding of the natural world and their connection to it while building self-reliance, teamwork, and a sense of social responsibility.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

**AGREEMENT FOR PARTICIPATION AND SERVICES 2012-2013
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 1st day of July, 2012, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Santee School District hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.
- (9) Availability of health and accident insurance of pupils and to notify the SCHOOL/DISTRICT of the pertinent information.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "district estimated fee" based on the number of SCHOOL/DISTRICT students actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "district estimated fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) Pay to the OFFICE, a "pupil fee" for each student in actual attendance at the encampment based on a daily rate calculated by dividing the total scheduled program "pupil fee" by the number of days in the scheduled program.
- (4) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's food, lodging, and support services, also referred to as "Operational Fee".
 - (b) "District estimated fee" means the minimum fee estimated by the OFFICE for each school year as the cost of the instructional program, also referred to as "Instructional Fee", and is subject to final adjustment at the close of the school year as provided in section I.B.(6) of this agreement.
 - (c) Attendance for any portion of a day shall be counted a full day in camp.
 - (d) No refund of fees shall be made for students sent home for disciplinary reasons.**

- (5) Payments to OFFICE for all fees under this agreement shall be made as follows:
- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment and at year-end if section B.(2) is applicable. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
 - (b) For private schools and out-of-county schools/districts, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice.
- (6) If the cost of the instructional program for the school year exceeds payments made by the participating SCHOOL/DISTRICTS as called for under Section I.B.(1) hereof, the excess cost shall be apportioned among the participating districts based on the actual per pupil attendance from each such district.
- (7) Provide transportation for pupils to and from outdoor school.
- (8) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (9) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (10) Comply with the outdoor school schedule.
- (11) Require each pupil attending an encampment to have the health and accident insurance referred to in I.A.(9) hereof.
- (12) SCHOOL/DISTRICT agrees, except in a case of active negligence of OFFICE, to indemnify, defend and hold OFFICE and State of California, its officers, agents and employees, harmless from any liability or claim of whatsoever nature, arising out of, or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The SCHOOL/DISTRICT at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof. Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$1,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.
- (13) Provide all required information on the Application to Participate form for each school which will participate in the OFFICE Outdoor School program. Form shall be completed and submitted OFFICE by the deadline noted on the application form.
- (14) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information.

(15) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period and Termination

- A. The term of this agreement shall commence on **July 1, 2012** and will continue through **June 30, 2013**.
- B. This agreement may be terminated at any time upon mutual agreement of the parties involved.

III. Fees and Minimum Guaranteed Participation

- A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2012-2013** is attached and is hereby made a part of this agreement.
- B. The SCHOOL/DISTRICT guarantees payment of the "district estimated fee" to the Office for not less than **590** pupils during the school year. Minimum number of students per school as follows:

School	Projected Participation	Number of days	Week of encampment
Cajon Park	103	5	11/26/2012
Carlton Hills	42	5	12/3/2012
Carlton Oaks	115	5	3/4/2013
Chet Harritt	60	5	3/4/2013
Hill Creek	110	5	10/29/2012
Pepper Dr.	70	5	1/28/2013
Pride Academy at Prospect Avenue	50	4	12/17/2012
Rio Seco	100	5	12/10/2012
Sycamore Canyon	35	5	12/3/2012

Executed by the parties on the dates shown below their respective signatures.

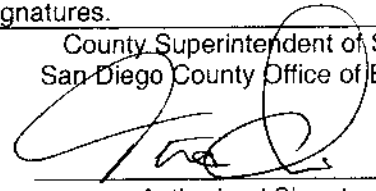
Santee
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Director, Outdoor Education
Title

June 7, 2012
Date

Authorized or ratified by the Board of Education on:

Authorized by the San Diego County Board of Education on:

March 13, 2012

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

San Diego County Office of Education

SCIENCE OUTREACH PROGRAM FIELD TRIP AGREEMENT – 2012-2013

THIS AGREEMENT, made this July 1, 2012 and which will terminate on June 30, 2013, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and **Santee School District** hereinafter called the "District/School/Organization", mutually agree as follows:

1. **Basis of Agreement**

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization).

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

2. **Scope of Agreement**

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2012-2013:

- 1) **Green Machine**
\$305.00 per trip, serving up to four 1-hour classes of up to 30 students each
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.
- 2) **Splash Science Mobile Lab**
\$550.00 per trip, serving up to four 1-hour classes of up to 36 students each
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/stormdrain, GIS examination of local watersheds, water conservation, San Diego estuary, and microscope.
- 3) **Salk Institute Mobile Genetics Lab** Sponsored by Salk Institute
The Salk Mobile Science Lab is a free 3-day biotechnology program serving middle schools throughout San Diego County. This program provides a unique opportunity for your students to learn about genetics and DNA from real Salk Institute scientists. The following requirements relate to the Salk program:
 - a. There must be a minimum of 90 students and a maximum of 160 students in the morning classes. The same students must attend all three days. You can combine students from multiple classes but we must work out of one classroom or parish as we have too much equipment to move around.
 - b. We can accommodate up to 4 class sessions (maximum 40 students each) during the morning. Class periods should be minimum 45 minutes long. (~55 minute periods work best) **Please note that we cannot accommodate block schedules.**

- c. The last class must end no later than 12:30 pm.
- d. The classroom we work out of should have several power outlets and access to water.
- e. Students and desks in each class session should be arranged into 5 groups for each of the three days.
- f. Teachers are expected to be present at all times of our visit and to maintain classroom discipline.

B. County agrees to provide:

- 1) Instructional materials (by Salk Institute for Salk program)
- 3) Curriculum and instruction (by Salk Institute for Salk program)
- 4) Scheduling of District/School/Organization participation
- 5) Invoice the District/School/Organization for field trip. (Salk Institute program currently has no charge)

C. District/School/Organization agrees to:

- 1) Schedule participation in the program of choice with the County by phone and confirm by email.
- 2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO or simple email).
- 3) Provide a minimum of number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Splash Science Mobile Lab requires two participating adults.
 - a. If the school cannot provide the required participating adults, they must inform County a minimum of two days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$100 per participant provided by County.

99) Provide written notification to County of field trip cancellation a minimum of ten (10) working days in advance of the scheduled trip. Cancellation with less than ten working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.

100) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.

101) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. Authorization to Copy Materials

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. **Confidentiality of Service or Work**

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. **Independent Contractor**

It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.

6. **Hold Harmless**

The District/School/Organization agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to person, including death therefrom, or damage to property sustained by the District/School/Organization or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
- B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School/Organization, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School/Organization at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**

Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$1,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

8. **Compliance With Laws**

The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. **Compensation/Costs and Payment Schedule**

The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice or at least 10 days in advance of the field trip, whichever is sooner.

10. **Termination**

It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.

11. **Audit**

The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

- 12. **Safety**
District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.
- 13. **Governing Law/Venue San Diego**
In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.
- 14. **Final Approval**
This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Director of Outdoor Education.
- 15. **Contract Participants**
If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.
- 16. **County Contact Person**
San Diego County Office of Education
Tina Chin, Senior Director Outdoor Education
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206
- 17. **Entire Agreement**
This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed, such parties acting by their representatives being duly authorized.

Santee School District

By _____
 Title _____
 Date _____
 Authorized or ratified by the
 Board of Education
 on _____

County Superintendent of Schools San Diego County Office of Education 
_____ Authorized Signature
_____ Director of Outdoor Education Title
_____ June 7, 2012 Date

Authorized by the San Diego County Board
 Education on March 13, 2013

Please return only one copy of this page

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or handicap.

Prepared by Dr. Stephanie Pierce
July 17, 2012

BACKGROUND:

Each district operating an alternative school must complete an annual evaluation for the school. The annual evaluation and report pursuant to Education Code Section 58510 must include testing of basic skills for student participants and identifying variables that may affect student academic achievement. The evaluation process must also include teacher, parent, and student input from the Alternative School. The report is to be forwarded to the State Superintendent of Public Education.

The 2011-2012 annual evaluation report of the Santee School District Alternative Education School is attached for Board review and approval.

RECOMMENDATION:

It is recommended that the Board of Education approve the 2011-2012 Annual Evaluation of the Santee School District Alternative Education School.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Alternative School program is self-supporting, collecting ADA through independent study contracts completed by the parent and child. The Alternative School has a student enrollment of approximately 44 students.

STUDENT ACHIEVEMENT:

The Alternative Education program (Home School) provides parents and students a high degree of support for those who wish to home school their children. The success of the program is exemplified not only through the assessment data presented in the evaluation report, but also in the fact that these students typically are very successful as they progress through school in later years.

SANTEE SCHOOL DISTRICT
ALTERNATIVE EDUCATION SCHOOL

ANNUAL EVALUATION REPORT
2011-2012

- I. Introduction by Alternative Education Director**
 - Background Information
 - Program Descriptions
 - School Mission/School Goals

- II. Enrollment Statistical Data for the Year**
 - Annual Enrollment/Withdrawal Report
 - Annual Monthly Student Enrollment Report

- III. Student Profile Data**

- IV. Overview of Year**
 - The School-Wide Surveys
 - Parent Survey Results
 - Student Survey Results

- V. Highlights of Activities and Accomplishments**

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

I. Introduction by Alternative Education Director
2011-2012

This is an evaluation summary pursuant to Section 58510 of the California Education Code. It is intended to provide information on the background, description, goals, activities, and various statistical information, which might be used in the ongoing process toward betterment of the Santee Alternative School.

In October 1988, the Santee School District joined with the Lakeside School District to operate an alternative education school for Lakeside/Santee parents. At that time, neither district had enough home school students to support its own program. On July 1, 1991, Santee separated from Lakeside and began a program with 30 students. By the end of the school year enrollment had increased to approximately 65 students.

The Santee Alternative School just completed its 21st year of operation, and the 2011-2012 school year saw an enrollment high of 44 students. Over the course of the school year we have served 53 students. In line with the Santee School Board Policy, the Santee Alternative School (under Independent Study) is an optional alternative instructional strategy by which enrolled students may achieve curriculum objectives and fulfill promotion requirements. Independent Study offers a means of individualizing the education plan for students whose needs may best be met through study outside of the regular classroom setting.

The mission of the Santee Alternative School is to provide the best educational opportunity for all students. Parents choose an alternative educational mode to meet the individual needs of their children and the staff is responsible to insure that students' educational programs meet the district and state requirements. The Santee Alternative School provides guidance and support while monitoring student progress.

**SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL**

II. Enrollment Data for the Year 2011-2012

Annual Enrollment/Withdrawal Report

Total Served 2011-2012	53	Program Initiated Withdrawals	0
Total Withdrawals 2011-2012	9	Parent Initiated Withdrawals	9

Number and Percentage of Students Transferring from the Santee Alternative School

	Transfers to...	Transfers Within District to...	Transfers Out of District to...
Public School	8 students	6 students	2 students
Private School	0 students	0 students	0 students
Home School	1 students	1 students	0 students

Annual Monthly Student Enrollment Report

ENDING DATE	ADDED	DROPPED	TOTAL ENROLLED
2011			
September 30	36	1	35
October 28	1	1	35
November 25	0	2	33
December 23	1	1	33
2012			
January 20	3	0	36
February 17	5	2	39
March 16	3	1	41
April 13	0	1	40
May 11	1	0	41
As of June 25	3	0	44

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

III. Student Profile Data

A student who may benefit from independent study for one or more of the following reasons:

- Inability to succeed in a large-group setting
- Member of a family committed to educating its own children
- Marriage or child-rearing conflict
- Financial need
- Mobility/travel/traveling artistic performers and athletes
- Recurring physical illness that does not warrant home or hospital instruction
- Psychological problem or family/personal crisis
- Difficulty in school placement because of age

Placement in independent study is based on:

- Evidence that the student can work at grade level with minimal certificated supervision when directly supervised by a parent
- Evidence that the proposed program will be pursued
- Availability of the certificated staff to supervise the student effectively
- Assessment results

The success rate of Kindergarten through grade eight independent study pupils increases when parents exhibit:

- Ability to be responsible for the supervision of the pupil while he/she is completing the assigned work and for submitting all completed assignments necessary for evaluation
- Ability to encourage him/her to do more than the minimum study requirements in order for the pupil to complete school consistent with the traditional school
- Willingness to attend independent study curriculum in-service meetings for parents

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

IV. Overview of the Year
School-Wide Student/Parent Survey

During the third trimester of the 2011-2012 school year, in an effort to collect information that might be useful in the ongoing improvement of the Santee Alternative School, surveys were given to enrolled students and their parents. 100% of the school-wide surveys were completed.

Parent Survey Results

1. The Santee Alternative School is meeting or exceeding the expectation I had prior to enrolling in the program.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
88%	12%			

2. The Santee Alternative School Resource Teachers are meeting my curricular needs as they arise.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
97%	3%			

3. The Resource Teachers provide remedial, extra practice or enrichment materials when necessary.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
91%	9%			

4. The Resource Teachers are timely in assisting me and carryout their responsibilities efficiently.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
91%	9%			

5. The Santee Alternative School is supplying curriculum, materials and support for me to do a good job teaching.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
94%	6%			

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

IV. Overview of the Year
Parent Survey Results (continued)

6. The Resource Teachers' evaluation of my child's progress is consistent with my evaluation.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
94%	6%			

7. The Santee Alternative School field trips and in-service programs are a positive addition to the program.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
97%	3%			

8. The Santee School District Administration is supportive of my efforts at the Santee Alternative School.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
91%	6%	3%		

9. I would recommend the Santee Alternative School.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
97%	3%			

10. In addition to the field trips and in-service programs already provided, what others would you like to have next year?

- Knott's Soak City Water Park
- Water Conservation Garden at Cuyamaca College
- Already a nice variety
- La Brea Tar Pits
- Second Language

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

IV. Overview of the Year
Parent Survey Results (continued)

11. Please provide any positive comments or concerns you have regarding the Santee Alternative School's program.

- "We absolutely loved our experience here. Both Patricia and Kris are phenomenal people and teachers as well. We will miss you."
- "We came to the Alternative School late this year, and last year as well. Both times, Patricia was so helpful. I was struggling with resources and direction because my daughter was in a private school. Once I contacted the Santee School District and they put me in touch with the Alternative School, Patricia was able to assist us and put my mind at ease. She is extremely organized and on top of things. She put me in touch with the right contacts and is helping us transition my daughter into High School. I wish we would have spent all of 8th grade with Patricia at the Alternative School. I would highly recommend this program."
- "Three of my four children have been through this program. I am truly grateful for the program and for the attentive and loving efforts of each teacher and staff. Thank you for all!!"
- "I don't have any concerns. I do know this has been a great experience for the both of us."
- "This has been the best school year for our son. I brag to all our family and friends about Santee Alternative School. Thank you all for this program."
- "My child has greatly benefited from this program. He has excelled in areas he was falling behind in (i.e. writing). I have only positive things to say about this school. My son needed extra help and has blossomed greatly. We appreciate all the help and rich curriculum. Typing, computer, Rosetta Stone, writers workshops, math lab, numerous enrichment field trips, P.E. program at the YMCA. Thank you for ALL of the numerous opportunities we had this school year."
- "Thanks to all the teachers for their time and support."
- "I would recommend this home school. Awesome school. Thank you."
- "Loved all the field trips and loved having the option of Rosetta Stone. Especially loved the zoo trip."
- "Loved doing the Alternative School Program this year. It gave us a chance to work well on the studies and understand the materials and feel good about the studies."
- "My son attends all field trips and will enjoy anything this is scheduled. The staff has been very consistent with their choices."

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

IV. Overview of the Year
Parent Survey Results (continued)

- “The support that the Santee Alternative School provides is OUTSTANDING. The staff personnel are always available for assistance to my wife and I and our son. Our son is enjoying the school and is retaining more than he ever has. He will be back next year for eighth grade and we are all very happy that he is attending Santee Alternative School! Thank you again to Ms. Patricia and the rest of her staff.”
- “Patricia and Dianne are doing an incredible job creating a positive and encouraging environment for learning. My expectations have been exceeded!”
- “Everything has been great! A positive, wonderful environment! Couldn’t ask for more!”
- “We love our school. The Santee Alternative School is a wonderful program and our daughter is doing great. The teachers and the secretary are helpful and involved with my daughter’s learning and are always willing to go above and beyond with my child’s needs in school.”
- “Love the Rosetta Stone. It clinched it that we were staying next year.”
- “This program has been wonderful for my son and our whole family. Everyone is very organized and each week flows very well.”
- “I am extremely happy with the Alternative School Program. I would recommend this school to friends and family with children. My daughter is more confident in everything she does after starting here; we are very pleased that we can continue here.”
- “Mrs. Noujaim and the entire staff made this process so easy and were always helpful. Thank you for providing this option within the School District.”
- “As Rylee’s teacher, I am very impressed with the program. Patricia and Dianne are very professional and always strive to do their best for teacher, student, and parent. This was a great experience.”
- “Excellent staff.”
- “I could never love a school more than this one for my kids. I got to see how much they learn every day. My girls love it and are super listeners and students.”

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

IV. Overview of the Year
Student Survey Results

1. I have been at the Santee Alternative School.

Less than 6 months	20%
6 months to a year	9%
1-2 years	39%
More than 2 years	32%

2. Who decided you would attend the Santee Alternative School?

You	2%
Your parents	25%
You and your parents	73%

3. How well were you doing academically before coming to the Santee Alternative School?

Above average	30%
Average	43%
Below average	23%
I was not in school	4%

4. My school work now is:

Difficult	14%
Easy	16%
Just right	70%

5. I am aware of how I am doing in all subject areas

Agree	93%
Disagree	7%

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

IV. Overview of the Year
Student Survey Results (continued)

6. The Santee Alternative School Staff shows respect and a caring attitude toward me.

Agree	98%
Disagree	2%

7. The Santee Alternative School Teachers are willing and available to meet with me and or my parents.

Always	75%
Almost always	25%
Never	0%

8. I usually enjoy school.

Agree	84%
Disagree	16%

9. What do you like the best about the Santee Alternative School?

The flexible hours	37%
The book learning only	2%
One-to-one learning	23%
Learning in different ways	11%
Learning at my own pace	27%

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

V: Highlights of Activities and Accomplishments

During the 2011-2012 school year, the Santee Alternative School was involved in the following:

- A Planning Committee of two parents, met monthly to help plan the Alternative Education School's calendar of activities. Each member took responsibility for the planning and coordinating various activities.
- The 2011 STAR base API for The Santee Alternative School, which is categorized as a "Small Elementary", for the spring of 2011 was 815. Santee District Assessments were administered in the fall of 2011 and the spring of 2012 to 98% of all enrolled students for the content areas of Language Arts, Math, and Writing. Continued this year were math and pre-algebra weekly classes. In addition, individual math tutoring was available to grades three to eight on a weekly basis to support both students and parents as teachers. The "Haiku Learning Management System" was a web based pre-algebra and algebra resource organized by Mrs. Noujaim for the 7th and 8th grade students to log in and have video tutorials by Prentice Hall and The Khan Academy by specific chapter. We continued with our writing focus and made available both writing classes to attend and teacher supported editing via e-mail and/or by individual meetings.
- A School Site Council composed of two parents and one staff member met monthly to monitor and evaluate the program.
- For the 21st year in a row, the Santee Alternative School arranged for families to have a school picture day.
- A variety of educational field-trips were offered which included: educational excursions to The Padre Dam Water Treatment Plant, The Taylor Guitar Factory, Scripps Birch Aquarium, Sea World, the San Diego Zoo, Oma's Pumpkin Patch, The Apple Store, Legoland's Mindstorm Robotic Class, Mission Trails Guided Tour, and Science Day at Petco Park/Padres game
- The Santee Alternative School continued with a monthly physical fitness field trip. Each month students met at the local YMCA to be instructed in gymnastics and swimming fun. This addition continued to be a huge success.
- The Santee Alternative School Staff offered individual tutoring to meet student needs in various curricular areas.

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

V: Highlights of Activities and Accomplishments (continued)

- The Santee Alternative School parents and staff took responsibility for a variety of on-going cooperative activities.
- An open computer lab was offered Monday through Friday.
- The Santee Alternative School staff organized grade level learning activities. Weekly, bi-monthly, or quarterly activities were held which focused in the areas of writing, math, and art instruction.
- Thanks to The Santee Foundation, ten students were given licenses to begin learning Spanish, Italian, and German with The Rosetta Stone Program. Rosetta Stone, an online language program of Dynamic Immersion, is a method that combines advanced interactive technology with native speakers and a rich visual environment. The ten students were monitored weekly by Mrs. Noujaim to achieve requirements stated in the language learning contract.
- The Haiku Learning Management System was an additional web based resource for grades one, two, seven, and eight. Mrs. Noujaim formatted the website specifically for grades one and two to assist parents with grade specific criteria and links with navigation for online textbook resources. Grades seven and eight were formatted for students to preview chapter and lesson specific pre-algebra and algebra videos.
- The Santee Alternative School parents and students participated in “Cloud Computing”. The “Cloud Computing” technology is an entirely web-enabled computing system. Although the computing environment resides within the District technology boundary, the web-based cloud technology delivers technology services beyond the alternative School Lab computers. The Cloud supports access directly to the students and parents as teachers within the home. This opens the possibilities of “enhancing home educational support” by supporting a new learning environment to enhance curriculum learning through computer navigation.
- The Santee Alternative School provided monthly Arts Attack classes for grades three through eight in which students completed themed projects.
- The Santee Alternative School taught monthly kindergarten-8th grade writing classes in which students were taught and practiced state writing standards.

SANTEE SCHOOL DISTRICT
SANTEE ALTERNATIVE SCHOOL

V: Highlights of Activities and Accomplishments (continued)

- The Santee Alternative School students were enrolled in the 'Book It' Reading Incentive Program, sponsored by Pizza Hut.
- The Santee Alternative School held well-attended beginning and end of the year family picnics at the YMCA pool.
- Volunteers were honored at a luncheon held in may for our school site council participants, Arts Attack parent, writing class parent helper, and other parent volunteers.
- Parent and student surveys were distributed during the third quarter trimester to assess the Santee Alternative School's success in meeting student and parent needs. The results, which were quite favorable, are attached.
- The eighth grade end-of-year promotion exercise and reception was held at the Santee Alternative School. A School Board member and the principal were present to award promotion certificates. Teachers, staff, and parents were all in attendance. Parents were invited to speak about their students' accomplishments and each graduate took part in the program. Also presented with awards were students honored for their recognition of: Excellence as an English Learner Students, students with highest District Assessments Award, Highest Math Growth and Excellence in Primary Reading. In addition, parents received awards for Excellence in Parent Volunteering.

Consent Item D.3.3. Approval of Master Agreement and Individual Services Agreement for Residential Treatment Center and Master Contract and Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services

Prepared by Dr. Stephanie Pierce
July 17, 2012

BACKGROUND:

Board approval is requested for one master agreement with a residential treatment center for one special education student with mental health needs for the 2012-13 school year. The terms of the master agreement are as follows:

- The agreement with Oak Grove Center is for tuition of \$273.17 per day for residential care. One Santee student will attend Oak Grove Center in 2012-13.

Board approval is also requested for one individual services agreement for placement of the same special education student with special needs for the 2012-13 school year. The terms of this agreement are as follows:

School/Agency	Number of Students	Duration of Service	Cost per day	Total Cost
Oak Grove Center	1 student	365 days 7/1/12–6/30/13	\$273.17	\$99,707.05

Board approval is also requested for a master contract with a nonpublic, nonsectarian school for the same special education student with special needs for the 2012-13 school year. The terms of the master contract are as follows:

- The contract with Oak Grove Center/Jack Weaver School is for tuition of \$141.12 per day. One Santee student will attend Oak Grove Center/Jack Weaver School in 2012-13.

Board approval is also requested for the individual services agreement for placement of the same special education student with special needs for the 2012-13 school year. The terms of this contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per day	Total Cost
Oak Grove/Jack Weaver School	1 student	200 days 7/1/12–6/30/13, including ESY instruction	\$141.12	\$28,224.00

RECOMMENDATION:

Administration recommends approval of one master agreement and one individual services agreement for one special education student requiring placement in a residential treatment center.

Administration also recommends approval of one master contract and one individual services agreement for the same special education student requiring nonpublic, nonsectarian school/agency services.

These recommendations support the following District goal:

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

FISCAL IMPACT:

Expenditures for this child to attend a residential treatment center and to be educated through a nonpublic, nonsectarian school will total \$127,931.05 for the 2012-2013 school year. Based on East County SELPA funding priorities for students with mental health needs, the residential treatment center costs of \$99,707.05 are anticipated to be covered in full through Prop 98 and Federal IDEA mental health funding sources.

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 \$85,420.38 from the general fund. These nonpublic school costs are the result of three students who will be placed in a nonpublic, nonsectarian school for the 2012-2013 school year.

STUDENT ACHIEVEMENT:

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

Consent Item D.3.4.

Approval/Ratification to Submit San Diego Chargers
Grants for Cajon Park and PRIDE Academy Schools

Prepared by Dr. Stephanie Pierce
July 17, 2012

BACKGROUND:

Administrative Regulation 3290: Gifts, Grants, and Bequests has established procedures for school and District personnel to follow for the submission and obtainment of grant funding. Cajon Park and PRIDE Academy Schools are both submitting San Diego Charger grants exceeding \$10,000. According to AR 3290, grant applications of \$10,000 or more shall be presented to the Board for approval prior to submission. With the timing of these two grants, due dates to the grantors and Board meeting dates, these two grants will have been submitted prior to Board approval.

Cajon Park's grant outlines a request to build a track around the new grass area by the junior high building. In addition, Cajon Park would like to purchase new sports equipment, build a fitness/obstacle course around the track area, computers for tracking student data, and health and nutrition curriculum. This school-based grant is requesting a total of \$16,920.19.

PRIDE Academy's grant requests \$44,605 to build a sports complex/outdoor fitness laboratory for all PRIDE Academy students. This funding would provide for three fitness stations (cardiovascular station, functional strength, and cross-fit activities) around the school's current running track and sports field and will be designed to engage all muscle groups in the human body.

Administration is recommending the Board ratify the submission of both school grants. Both grant applications will be available at the Board meeting for public review.

RECOMMENDATION:

Administration recommends ratifying submission of the San Diego Charger grants for Cajon Park and PRIDE Academy Schools.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students
|
- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

FISCAL IMPACT:

There is no fiscal impact to submit grant requests to the San Diego Chargers. If the San Diego Chargers grant these two school sites with the funding requested, the grant amounts would total \$61,525.19.

STUDENT ACHIEVEMENT:

The physical fitness of children is directly correlated to their ability to learn in other core content areas. Both grant programs provide for the increased access to sports equipment and exercise on campus.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.4.

Consent Item D.4.2. Approval of Memorandum of Understanding with San Diego Youth Services, Inc. (SDYS) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program

Prepared by Minnie Malin
July 17, 2012

BACKGROUND:

The District participates in the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) program to support mental health services for Medi-Cal eligible students. San Diego Youth Services, Inc. (SDYS) is a community organization certified to provide EPSDT-funded mental health services. Staff from SDYS serve Cajon Park, Carlton Hills, Carlton Oaks, Chet F. Harritt, and Santee Success Program.

RECOMMENDATION:

Administration recommends the Board of Education approve this Memorandum of Understanding with San Diego Youth Services, Inc. for the EPSDT program for the 2012-2013 school year.

This recommendation supports the following District goal:

- Provide social, emotional, and health service programs, integrated with community resources, to foster student character and personal well-being.

FISCAL IMPACT:

There is no cost to the Santee School District. SDYS receives reimbursement for services provided directly from the State Department of Health for Medi-Cal eligible children.

STUDENT ACHIEVEMENT IMPACT:

Students who need and receive mental health support services are more likely to succeed academically in school.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

MEMORANDUM OF UNDERSTANDING
Between
San Diego Youth Services, Inc.
And
Santee School District

This Memorandum of Understanding ("MOU") is entered into and executed as of **July 1, 2011**, by and between **San Diego Youth Services, Inc.** ("Provider"); and, **Santee School District**, with respect to the following matters:

- A. The parties to this MOU desire to provide mental health services, including individual, collateral, family and group psychotherapy services, medication support, and case management under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funded Mental Health Services to Medi-Cal eligible youth.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the delivery of EPSDT services.

This agreement shall be effective from **July 1, 2012** through **June 30, 2013**.

NOW, THEREFORE, the parties agree as follows:

- 1. Program Description. The EPSDT Services shall be provided in accordance with the following:
 - a) PROVIDER shall deliver services to youth who meet the eligibility criteria pursuant to Federal and State law governing EPSDT funded services and the County of San Diego of EPSDT funded services.
 - b) EPSDT funded services may include individual, collateral, family and group psychotherapy services, medication support, and case management, as authorized by Federal and State law and specified by the Contract County holds with the Provider.
- 2. Termination. This MOU may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days prior written notice from any party. Those authorized to receive notice for the parties are the signatories of this MOU.
- 3. Santee School District Responsibilities-Santee School District responsibilities shall include the following:
 - a) Designation of consistent location and/or office space for Provider at each site (Cajon Park Elementary, Carlton Hills Elementary, Chet F. Harritt Elementary, Carlton Oaks Elementary, and Success Program Elementary) to be used for EPSDT services.
 - b) Promotion of EPSDT funded services at contracted school sites.
 - c) Assist in identification and referral of Medi-Cal eligible youth and/or non-insured youth with an active social-security number to Provider for EPSDT funded services. Once this is determined, those cases will be referred to Provider to determine medical necessity for mental health services.
 - d) Designated school site referral contact person/s will keep in close communication with Provider on a bi-weekly to monthly basis to facilitate appropriate referrals to Provider as well as to open communication between Provider and school staff.
 - e) When appropriate, school sites will allow the Provider to actively participate in meetings such as Individualized Education Plan (IEP) meeting, S.A.R.B. meetings, and/or parent-teacher meetings in order to work collaboratively with Provider to maintain a quality system of care.
 - f) Notification to County Liaison upon any change requested in EPSDT designated contact.
 - g) Notify the County when issues arise between School district and the Provider that cannot be resolved.

4. Provider Responsibilities-Provider's responsibilities shall include the following:
- a) Provider shall provide EPSDT funded services to eligible youth referred by several contracted Santee district schools (Cajon Park Elementary, Carlton Hills Elementary, Chet F. Harritt Elementary, Carlton Oaks Elementary, and Success Program Elementary) employing a qualified clinician (license eligible intern), per state and federal regulations governing such, and as set forth in Provider's Contract with County.
 - b) Provider will provide short-term assessment and treatment services, conducting individual, family, and group psychotherapy with full-scope Medi-Cal eligible and/or non-insured youth.
 - c) Provider will recognize the right of Santee School District to provide Educationally Related Mental Health Services (ERMHS) to district youth, and, when appropriate, will collaborate with school on any shared cases in which a youth is receiving both ERMHS through the school and Medi-Cal mental health services through provider in order to maintain a quality system of care.
 - d) Individual and group supervision provided to all license eligible interns to ensure case oversight, Treatment Teams, medication support services, and EPSDT paperwork will be completed and turned in for billing at the East County Behavioral Health Clinic.
 - e) Provider will provide access to a space to provide therapy services Monday through Friday in order to provide treatment to youth that require services outside of school hours and/or during school closures. Provider will recognize the right of schools to designate times in which a space will be available or not available for use during the work week to be used for EPSDT services.
 - f) Submission of quarterly reports to contracted schools specifying the number of youth referred for services, the number of youth served, and such additional information as agreed upon by the parties.
 - g) Provider will keep in close communication with and meet with school referral teams to facilitate appropriate referrals to Provider and open communication between Provider and school staff.
 - h) Provider shall notify the County when issues arise between the Provider and the school district.
5. Confidentiality. The parties agree that all information and records obtained in the course of providing services pursuant to this agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328.

Indemnification. Provider agrees to defend, indemnify, and save free and harmless Santee School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from provider's performance or lack thereof under this agreement.

Santee School District agrees to defend, indemnify, and save free and harmless the Provider, its officers, agents and employees, against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from or alleged to have arisen from school district performance or lack thereof, under this agreement.

The parties entering into this MOU furthermore agree that Santee School District shall not assume any financial liability for any of the services rendered by Provider under terms of this agreement regardless of whether or not those services are reimbursed by County. IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

PROVIDER: San Diego Youth Services

Name: Walter Philips Date 5/10/13

Signature: *Walter Philips*

Title: Executive Director

Santee School District: _____

Name: _____ Date _____

Signature: _____

Title: _____

Consent Item D.4.3. Approval of Memorandum of Understanding with San Diego Youth Services – Community Assessment Team

Prepared by Minnie Malin
July 17, 2012

BACKGROUND:

Students and families need additional support beyond the scope of the school counseling program. To better meet the needs of families, Santee School District desires to partner with San Diego Youth Services' Community Assessment Team (SDYS-CAT) to work with school counselors/school social workers at school sites and in the community to address the needs of our At Risk youth. SDYS-CAT will provide groups and programs for students and their families. This program is monitored by the counselor on each campus.

Since 2002, SDYS-CAT has offered group sessions on self-esteem, communication skills, anger management, conflict resolution, and goal setting to selected youth in the Santee School District as part of their program. They are a long-standing collaborative partner who specializes in helping youth in mental health and diversion programs. All students who participate are required to have parent permission. Additional CAT services are offered in-home to students' families based on referral from a counselor or administration.

RECOMMENDATION:

Administration recommends that the Board of Education approve the Memorandum of Understanding with SDYCS-CAT to provide small group services to selected students in the Santee School District.

This recommendation supports the following District goal:

- Provide social, emotional, and health service programs, integrated with community resources, to foster student character and personal well-being.

FISCAL IMPACT:

The program is funded entirely by SDYS-CAT. There is no cost to the District or to students and their families.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.



**Memorandum of Understanding
Between
San Diego Youth Services
And
Santee School District**

This is a Memorandum of Understanding between San Diego Youth Services (SDYS) and **Santee School District**. While this is not a legally binding document, this Memorandum does indicate a voluntary agreement to implement the following service delivery plan for the Diversion and Community Assessment Team designed by the aforementioned party and other participating collaborators.

- I. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SDYS and the **Santee School District** for the purpose of implementing coordinated services in the proposed program. The goal of this program is: "To help At Risk youth."

- II. **Term:** This Memorandum of Understanding shall begin on July 1, 2012 and will extend through June 30, 2013. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.

- III. **Description of Participation:**
 - A. **Santee School District** agrees, per this memorandum, to provide the following:
 1. Designate an individual as a point of contact for the program.
 2. Provide the names and contact information for all youth and their families for which services are to be provided.
 3. Communicate immediately if problems/concerns arise with students or program implementation.
 4. Provide coordinated input in the development of new programs, services and funding to insure that growth and expansion of services to children and their families fits into the ongoing aims of the collaboration.
 5. Support prevention strategies of SDYS, community collaborators, and through cross-agency activities of the Collaborative.
 6. Participation in community awareness, mandated reporting, and documentation activities of the Collaborative.
 7. Provide meeting and program space as available and appropriate.

 - B. San Diego Youth Services agrees, per this memorandum provide the following:

Initials: _____

1. Provide oversight, facilitation and coordination of the program design, implementation, service delivery, information management, and reporting to ensure that a high caliber of services is maintained.
2. Designate an individual as a point of contact for the program.
3. Provide CAT and/or Diversion case management services for a minimum of one hour, each week which may include services and intervention(s) like:
 - Conduct accurate psycho/social history taking and assessment.
 - Assessment for safety issues.
 - Obtain multiple perspectives (youth, parents, school, police, counselor, etc.)
 - Find out what the family believes it needs.
 - Understand and acknowledge individual and family strengths.
 - Give information on child and adolescent development.
 - Give objective feedback on family dynamics.
 - Offer training in a strengths-based problem-solving approach.
 - Assist families as they take action (specifically completing the Diversion Contract)
 - Provide encouragement and moral support.
 - Provide activities and things that reinforce family unity and resilience.
 - Network youth and families with others for mutual support.
 - Provide activities and access to services that reinforce individual and family strengths.
 - Provide follow-up information to the family and community stakeholders (Law enforcement)
4. Continue efforts to identify additional youth needs and provide additional information to enhance the program's service effectiveness and promote better outcomes for youth.
5. Provide an updated status report upon request.

IV. **Confidentiality:** The collaborative partner acknowledges that their staff may acquire information from a variety of sources concerning or belonging to SDYS during the term of this Memorandum that is confidential. Such confidential information includes but is not limited to all proprietary information on SDYS, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of SDYS. The collaborative partner agrees to maintain the confidentiality of this information. The collaborative partner also agrees that s/he will not directly or indirectly use or disclose any such information during or after the term of this Memorandum by SDYS to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of SDYS to receive such information.

For the purposes of this Memorandum of Understanding, the signature by the collaborative partner on this document and the attached Business Associate Contract (**Attachment A**) ensures that the collaborative partner shall be in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations. The collaborative partner to SDYS, a Business Associate of SDYS as defined by HIPAA regulations, shall not use or further disclose protected health information other than as permitted or required by the contract or as required by law.

V. **Indemnification:** SDYS hereby indemnifies, defends, and holds harmless Santee School District, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs.

Initials: _____

losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of SDYS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

Santee School District hereby indemnifies, defends, and holds harmless SDYS, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the Santee School District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

SDYS shall have no obligation to indemnify, defend, or hold harmless Santee School District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the Santee School District's sole negligence or willful misconduct; and the Santee School District shall have no obligation to indemnify, defend, or hold harmless SDYS, its Board, officers, employees, agents, independent contractors, consultants and other representatives for SDYS's sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract of final payment hereunder, and is in addition to any other rights or remedies that SDYS or Santee School District may have under the law or this contract.

- VI. **Insurance:** San Diego Youth Services shall maintain Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability occurrence \$1,000,000 per

Auto Liability for owned and non-owned vehicles occurrence \$1,000,000 per

Umbrella Liability \$4,000,000 per occurrence

Workers Compensation will be in conformance with the laws of State of California and applicable federal laws. The District shall file, with the Agency, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the Santee School District as an additional insured.

- VII. **Value of Services:** No Money is transferred. The value of staff time provided by San Diego Youth Services is approximately \$ 9,500.

Initials: _____

VIII. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days written notice.

Minnie Malin
Assistant Superintendent of Human Resources and Pupil Services
Santee School District

Date

Walter Philips
Executive Director
San Diego Youth Services

Date

Initials: _____

Attachment A
Business Associate Contract
Between
Santee School District and San Diego Youth Services, Inc.

The purpose of this Business Associate Contract is to ensure that **Santee School District** is in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations.

A Business Associate Contract is required as a part of the County of San Diego *Health and Human services funded "Diversion" program, Juvenile Probation Services funded "CAT" program*, agreement between San Diego Youth Services, Inc. and **Santee School District**. Subcontractors and Consultants of Business Associates are subject to the same restrictions as the Business Associates under the Covered Entities' Business Associate Contract.

For purposes of this agreement, the "Business Associate" shall be the Consultant **Santee School District**.

As the contractor to the County of San Diego *Health and Human Services funded "Diversion" program, Juvenile Probation services funded "CAT" program*, San Diego Youth Services is the "Covered Entity".

I. Definition of Terms

1. *Covered Entity*. "Covered entity" shall mean that San Diego Youth Services designated as the full agency subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E, and those components of San Diego Youth Services designated as Business Associates of other entities subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
2. *Designated Record Set*. "Designated record set" shall have the same meaning as the term "designated record set" in 45 Code of Federal Regulations Section 164.501.
3. *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 Code of Federal Regulations Section 164.502(g).
4. *Privacy Rule*. "Privacy rule" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
5. *Protected Health Information*. "Protected health information" shall have the same meaning as the term "protected health information" in Section 164.501 of 45 Code of

Initials: _____

Federal Regulations, Part 160 and Part 164 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

6. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in 45 Code of Federal Regulations Section 164.501.
7. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

II. Obligations & Activities of Business Associates

1. Business Associate agrees to not use or further disclose protected health information other than as permitted or required by the contract or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for by the contract.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirement of the contract.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the protected health information not provided for by the contract.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through the contract to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to protected health information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 Code of Federal Regulations Section 164.524.
7. Business Associate agrees to make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the privacy rule.

Initials: _____

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9. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 Code of Federal Regulations Section 164.528.
10. Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Exhibit A of the contract, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 Code of Federal Regulations Section 164.528.

III. Permitted Uses and Disclosures by Business Associate

Business Associate shall provide access to direct services for “at risk” youth under subcontract with Covered Entity under contract with the County of San Diego *Health and Human Services funded “Diversion” program, Juvenile Probation services funded “CAT” program.*

Except as otherwise limited in this contract, Business Associate may use or disclose protected health information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of protected health information would not violate the privacy rule if done by Covered Entity.

Except as otherwise limited in the contract, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Statement of Work of the contract, provided that such use or disclosure would not violate the privacy rule if done by Covered Entity.

1. Except as otherwise limited in the contract, Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
2. Except as otherwise limited in the contract, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which they are aware the confidentiality of the information has been breached.
3. Except as otherwise limited in the contract, Business Associate may use protected health information to provide data aggregation services to Covered Entity as permitted by 45 Code of Federal Regulations 164.504(e)(2)(i)(B).

IV. Obligations of Covered Entity

Initials: _____

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1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice. These privacy practices are available on our web site at www.SDYS.org.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose protected health information, if such changes affect Business Associate's permitted or required uses and disclosures.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with Section 164.522.

V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by Covered Entity.

VI. Term and Termination

1. *Term.* The term of this Article 14 shall begin on April 13, 2003, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with termination provisions in this Section.
2. *Termination for Cause for Breach of Terms of Article 14.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the contract if Business Associate has breached a material term of the contract and cure is not possible.
3. *Effect of Termination.*
 - a. Except as provided in paragraph 14.6.3.2 of this Article 14, upon termination of the contract, for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
 - b. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions

Initials: _____

that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Article 14 to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

VII. Miscellaneous

1. *Regulatory References.* A reference in this Article 14 to a section in the privacy rule means the section as in effect or as amended, and for which compliance is required.
2. *Amendment.* The parties agree to take such action as is necessary to amend this Article 14 from time to time as is necessary for Covered Entity to comply with the requirements of the privacy rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
3. *Survival.* The respective rights and obligations of County and Business Associate under Section 14.6.3 of this Article 14 shall survive the termination of the contract.
4. *Interpretation.* Any ambiguity in this Article 14 shall be resolved in favor of a meaning that permits Covered Entity to comply with the privacy rule.

Initials: _____

Consent Item D.4.4.

Approval of Amendment #1 to Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education

Prepared by Minnie Malin
July 17, 2012

BACKGROUND:

On June 5, 2012, the Board of Education approved the annual Medi-Cal Administrative Activities (MAA) Program agreement with Orange County Department of Education. Administrators in Orange County's Department of Contracts have now requested approval of the attached amendment.

In the amendment, Section 3.0 (e) Responsibilities of the District; includes that the District will, *ensure claims do not include fees for consultant services that are based on, or include, contingency fee arrangements.*

RECOMMENDATION:

Administration recommends the Board of Education approve amendment #1 of the agreement with the Orange County Department of Education for MAA program support services.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

A fee is charged equal to 5% per quarterly claim. The District received \$28,653 for the 2010-11 school year; and \$8,097 has been collected so far for the 2011-12 school year.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

2 AMENDMENT #1
3 SANTEE SCHOOL DISTRICT
4 MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

5 The AGREEMENT entered into May 8, 2012, by and between the
6 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa
7 Mesa, California 92626, hereinafter referred to as SUPERINTENDENT,
8 and Santee School District, 9625 Cuyamaca Street, Santee, California
9 92071, hereinafter referred to as DISTRICT, is hereby amended as
10 follows:

11 1.0 Section 3.0 RESPONSIBILITIES OF THE DISTRICT shall be amended
12 to read as follows:

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

- 1 e. Certify to SUPERINTENDENT and STATE expenditures
2 represent costs that are eligible for federal financial
3 participation for that fiscal year. Ensure claims do not
4 include fees for consultant services that are based on,
5 or include, contingency fee arrangements.
- 6 f. If subcontracting for Program coordination and training,
7 provide SUPERINTENDENT with a copy of the DISTRICT'S
8 contract with vendor. Submit copies of amendments or new
9 contracts as soon as they are fully executed.
- 10 g. Ensure that DISTRICT'S designated MAA Coordinator
11 attends quarterly Region 9 LEC MAA Coordinators
12 trainings and meetings.
- 13 h. Adhere to timelines established by the STATE and
14 SUPERINTENDENT for completion of Program documentation
15 (e.g., Program invoices, time surveys, reports, etc.).
16 Respond in a timely manner to all STATE and
17 SUPERINTENDENT requests for information and
18 documentation.
- 19 i. Respond to SUPERINTENDENT reviews with information and
20 corrected documents upon request.
- 21 j. Work with SUPERINTENDENT to resolve any outstanding
22 matters.
- 23 k. Appeal SUPERINTENDENT decision through the statewide
24 Local Educational Consortium (LEC) Committee MAA LEA
25 Appeals Process if necessary.

- 1 l. Conduct time survey trainings for all DISTRICT survey
2 participants.
- 3 m. Complete time studies, as required by the Centers for
4 Medicare and Medicaid Services (CMS), to determine the
5 amount of paid time spent on Program claimable
6 activities.
- 7 n. Ensure that MAA Time Survey forms are properly
8 administered according to Federal, STATE, and
9 SUPERINTENDENT requirements.
- 10 o. Ensure that Time Surveys needing correction are
11 corrected prior to inclusion in the MAA quarterly
12 invoice.
- 13 p. Provide SUPERINTENDENT with copies of completed
14 quarterly Time Survey forms upon request.
- 15 q. Develop and maintain an Operational Plan/Audit File to
16 include at a minimum the following:
- 17 • Training materials and original attendance
18 sheets
 - 19 • Original Time Survey forms and other Time
20 Survey documentation, including validation of
21 time survey participant attendance for the time
22 survey period
 - 23 • Time certification and supporting documentation
24 for direct charge staff
 - 25 • Claiming Unit Functions Grids
 - Position Descriptions/Duty Statements
 - Medi-Cal Percentage documentation
 - Invoice documents and supporting documentation
 - Contracts/MOU
 - Organizational Charts
 - School Calendar
 - Resource Directories and outreach materials
 - Program review documentation

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

1 y. Designate an employee to act as a liaison with
2 SUPERINTENDENT to provide DISTRICT specific information
3 relative to MAA Program administration and fiscal
4 issues.

5 z. Complete and return with the fully executed AGREEMENT,
6 SUPERINTENDENT'S Medi-Cal Administrative Activities
7 (MAA) District Information 2012/2013 form, Appendix "A",
8 attached hereto and incorporated by reference herein.

9 2.0 Except as expressly herein amended, said AGREEMENT shall in all
10 respects be and remain in full force and effect.

11 DISTRICT: SANTEE SCHOOL
12 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

13 BY: [Signature]
Authorized Signature

BY: [Signature]
Authorized Signature

14 PRINTED NAME: Sharon Martin

PRINTED NAME: Patricia McCaughey

15 TITLE: Assistant Superintendent

TITLE: Coordinator

16 DATE: 6-22-12

DATE: June 11, 2012

17
18 SanteeSD(38157)Amend1
zip9

Consent Item D.4.5. Approval to Increase Work Hours for One (1) Food Service Worker I-A Position at Carlton Oaks School

Prepared by Minnie Malin
July 17, 2012

BACKGROUND:

The Director of Child Nutrition Services is recommending an increase in work hours for a Food Service Worker I-A position at Carlton Oaks School due to the success of the Grab N' Go program.

Administration has worked collaboratively with CSEA to bring forward this recommendation to the Board of Education.

RECOMMENDATION:

Administration recommends approval to increase work hours for the following position:

- One (1) Food Service Worker I-A position from 2.0 to 2.5 hours per day; at Carlton Oaks School.

FISCAL IMPACT:

The annual cost to increase work hours for the Food Service Worker I-A position at Carlton Oaks will be \$1,578 paid from a fee-based program.

STUDENT ACHIEVEMENT IMPACT:

This is a personnel item and is not expected to impact student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.

Consent Item D.4.6. Approval of Reduced Workload Agreement
Prepared by Minnie Malin
July 17, 2012

BACKGROUND:

Part-time certificated employment with full STRS retirement credit requires Board approval per Article XIV, of the Successor Agreement between Santee School District and Santee Teachers Association. The following employee has requested part-time employment with full retirement credit:

Michelle Meyer 50% Shared Teaching Contract Pepper Drive

RECOMMENDATION:

Administration recommends approval of part-time certificated employment and participation in the STRS Reduced Workload Program per Education Code Section 44922 for Michelle Meyer, 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:

The STRS Reduced Workload Program allows an employee to work half time and earn a full year's service credit. This program requires the employee and the District to make a STRS contribution equivalent of a full year's service. Estimated annual cost to the District for this employee to participate in this program will be \$4,000.

STUDENT ACHIEVEMENT IMPACT:

Student achievement is not impacted as a result of the reduced workload program.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.6.

DISCUSSION AND/OR ACTION ITEMS Item E.

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

Agenda Item E

Discussion and/or Action Item E.1.1. Board Policy and Administrative Regulation 5127
Prepared by Dr. Pat Shaw Promotion
July 17, 2012

BACKGROUND:

At the request of the Board, Administration submits for Board discussion Board Policy and Administrative Regulation 5127, Promotion.

RECOMMENDATION:

It is recommended that the Board of Education, following their discussion, provide Administration with any requests for additional information or direction for future discussion and or action.

FISCAL IMPACT:

There is no fiscal impact from this item.

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion:

Second:

Vote:

Agenda Item E.1.1.

PROMOTION CEREMONIES AND ACTIVITIES

The Governing Board desires that each school provide age-appropriate promotion activities to recognize students who have demonstrated acceptable academic achievement and met behavioral expectations.

In order to encourage high standards of student academic achievement and behavior, the principal may deny the privilege of participating in promotion ceremonies and/or activities in accordance with district guidelines. District guidelines shall ensure that the student and parent/guardian receive written notice of the deficiency, offers of support and intervention, the privilege(s) to be denied, the grounds for such denial, and the means whereby a student may appeal this decision.

The Superintendent or designee shall provide administrative regulations providing guidance to schools.

*Legal Reference:*EDUCATION CODE

38119 *Lease of personal property: caps and gowns*

48904 *Liability of parent or guardian; withholding of grades, diplomas, transcripts*

51225.5 *Honorary diplomas; foreign exchange students*

51400-51403 *Elementary school diploma*

51410-51412 *Diplomas*

COURT DECISIONS

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 112 S.Ct. 2649

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

*Management Resources:*CDE PROGRAM ADVISORIES

0615.89 *Granting credit for passing GED*, SPB:88-89-11

WEB SITES

CDE: <http://www.cde.ca.gov>

PROMOTION CEREMONIES AND ACTIVITIES

Background

The following procedure establishes academic and behavioral standards in order to determine eligibility of 8th grade students to participate in promotion activities.

Procedure

1. Each middle school staff shall be responsible for developing promotion activities for 8th grade students. The activities may reflect input by parents/guardians, staff, and students. The activities shall be subject to the approval of the principal.
2. The date for the promotion ceremony shall be subject to approval by the Superintendent or designee.
3. The promotion ceremony may be scheduled during the last school day or the two preceding days.
4. Invocations, benedictions, and/or baccalaureate services shall not be included in these activities.
5. District standards for participation in student promotion ceremony, promotion activity, and the excursion activity shall be:
 - a. A child must achieve a cumulative Grade Point Average (GPA) of 2.00 for the first and second trimester and the first six weeks of the third trimester of the 8th grade. This cumulative GPA will be computed in the following areas in order for a child to be eligible:
 - (1) Academic cumulative GPA of 2.00
 - (2) Effort cumulative GPA of 2.00
 - (3) Citizenship cumulative GPA of 2.00
 - b. The cumulative GPA shall be obtained from the district-approved report cards for the first two trimesters and the third trimester progress report of the 8th grade year.
 - c. Parents/guardians of the 8th grade student who does not meet any one or more of the minimum requirements will be notified after each report card by mail. The parent/guardian letter will review the student's academic, effort, and citizenship GPA's, recommend additional intervention, and make clear the consequences if improvement is not made.

PROMOTION CEREMONIES AND ACTIVITIES (continued)

- d. If a student does not qualify to participate in 8th grade promotion activities at the third trimester progress report of 8th grade, he/she may petition the principal or designee for a school appeal during the third trimester. If enough progress has been made and demonstrated by the date of the appeal, the principal or designee may recommend that the student participate in promotion activities.
 - e. Any student transferring into a district school from another school within the district shall transfer his/her grades/effort/citizenship with him/her. Any student transferring into the district from outside the district will be required to meet the minimum district promotion standards of a 2.0 GPA in academics, effort, and citizenship from the date of enrollment in the district in order to be eligible to participate in the promotion activities.
- 6. Any student with more than three out-of-school suspensions during his/her 8th grade year will not be eligible to participate in the excursion activity. There will be no appeal process privilege.
 - 7. Parents/guardians will receive notification from the Assistant Superintendent of Educational Services of district standards and eligibility requirements within the first six weeks of the 6th, 7th, and 8th grade school year.
 - 8. Appeal Process:
 - a. There will be an opportunity to appeal in the event an 8th grade student is denied the privilege to participate in the promotion activities. The parents/guardians may choose to be involved in the following steps when deciding whether to appeal the school's decision.

- (1) School Appeal—Student-led appeal

An 8th grade student who is denied his/her privilege to participate in promotion activities by the school and feels that he/she has made satisfactory effort and reasonable progress towards the GPA of 2.0 in citizenship, effort, and academics, may request and be granted an opportunity to appeal the decision of the school. Each school shall have an established committee, timeline, and process for hearing student appeals. The committee shall be composed of a minimum of one administrator, 50 percent of the junior high team, and support staff when appropriate. The appeal process must be initiated no later than three weeks prior to the first promotion activity.

PROMOTION CEREMONIES AND ACTIVITIES (continued)

(2) Appeal to the Assistant Superintendent of Educational Services

If an appeal is denied at the school level, the next level at which an appeal may be made is to the Assistant Superintendent of Educational Services. The Assistant Superintendent will hear this appeal only if the child has requested and appealed at the school level and his/her appeal is denied. The appeal to the Assistant Superintendent shall be made in writing and outline the reasons why the school did not, in the parents'/guardian's opinion follow the administrative regulations that guide Board Policy 5127. The Assistant Superintendent shall render his/her decision within five working days of receipt of the written request for the appeal on the basis of whether or not the Board policy and administrative regulations and procedures were followed by the school. This appeal to the Assistant Superintendent of Educational Services must be initiated no later than two weeks prior to the first promotion activity.

(3) Appeal to the Governing Board of

If the Assistant Superintendent denies the parent/guardian's appeal, the parent/guardian may take the appeal to the district Board. The Board will hear the parent/guardian's appeal if the student has appealed to the school and the parent/guardian has appealed to the Assistant Superintendent and at both levels the appeal was denied. The Board shall decide how the appeal at its level will be handled on a case-by-case basis. The criteria that are used will be based on the standards outlined in the Board policy and administrative regulations. The appeal to the Board must be initiated no later than one week prior to the first promotion activity.

b. Minimum requirements shall be initiated in the 2007-08 school year.

Regulation
approved: September 9, 1996
revised: September 24, 2002
revised: April 17, 2007
reviewed: August 17, 2010

SANTEE SCHOOL DISTRICT
Santee, California

Discussion and/or Action Item E.1.2. Quail Brush Power Plant Project
Prepared by Dr. Pat Shaw
July 17, 2012

BACKGROUND:

The Quail Brush Generation Project is a proposed 100 megawatt (MW) natural gas-fired power plant to provide electricity during periods of peak demand or as needed when electricity is not available. The proposed site is located slightly northwest of the end of Mast Boulevard at Highway 52, just outside Santee City limits.

Board President Dan Bartholomew requested an opportunity for further discussion of the Quail Brush Generation Project be brought to the Board.

At the pleasure of the Board, there may be a discussion among Board members or direction to administration about any next steps.

RECOMMENDATION:

At the pleasure of the Board, the Board may discuss and provide direction to administration.

Motion:

Second:

Vote:

Agenda Item E.1.2.

Discussion and/or Action Item E.2.1. Approval of Monthly Financial Report
Prepared by Karl Christensen
July 17, 2012

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period May 1, 2012 through May 31, 2012 for the Board of Education's review and comments. The statements are prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$6,209,974; cash receipts of \$527,005; and disbursements of \$4,045,989 are reflected for the period of May 1, through May 31, 2012, resulting in an ending cash balance of \$2,690,991 as of May 31, 2012.

STUDENT ACHIEVEMENT IMPACT:

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

Motion

Second

Vote

Agenda Item E.2.1.



MONTHLY FINANCIAL REPORT - MAY

1

CASH REPORT FOR MAY

		Actual	Projected
Beginning Cash Balance as of April 30, 2012		\$6,209,974	\$1,468,658
INCOME			
A. Revenue Limit Sources			
State Aid	\$ 447,624		
Property Taxes	689,127		
		1,136,751	
B. Federal Income			
Federal Funding	34,876		
		34,876	
C. State Income			
Unres. State Funding	232,264		
HTS Transportation	29,938		
Spec Ed Transportation	14,924		
		277,126	
D. Local Income			
Other Local Income	78,967		
Spec ED	164,159		
Interest	75		
		243,201	
E. Due to/Due from other funds		30,000	
F. Debt Proceeds		(1,194,949)	
TOTAL INCOME		\$527,005	\$2,619,879
Beginning Balance Plus Income		\$6,736,980	\$4,088,537
DISBURSEMENTS			
G. Commercial Warrants	\$ 422,776		
H. Payroll Warrants	2,922,335		
I. Statutory Employee Benefits	213,480		
J. Health & Welfare	443,011		
K. Other Outgo	44,386		
L. Interfund Borrowing Out	0		
TOTAL DISBURSEMENTS		\$4,045,989	\$3,984,198
Ending Cash Balance as of May 31, 2012		\$2,690,991	\$104,339





MONTHLY FINANCIAL REPORT - MAY

2

Budget Revisions Through May 31, 2012 2011-12 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	10,121,507	245,571	10,367,078
Estimated Income	34,147,119	11,849,232	45,996,351
Estimated Expenditures	36,390,111	11,908,835	48,298,946
Change in Fund Balance	(2,242,992)	(59,603)	(2,302,595)
Projected Ending Fund Balance	7,665,692	185,968	7,851,660
Less: Restricted			
Program Carryovers	-	185,968	185,968
Less: Committed			
Yale Preschool Expansion at CPJH	200,000	-	200,000
Less: Non-Spendable			
Prepaid Expenses	375,869	-	375,869
Revolving Cash Fund	15,000	-	15,000
Stores Inventory	29,615	-	29,615
Less: Assigned			
Vacation Carryover	221,401	-	221,401
Less: Economic Uncertainty Reserve	1,448,968	-	1,448,968
Uncommitted/Unassigned/Unappropriated Fund Balance	5,374,839	-	5,374,839
Fund 17 Projected End of Year Balance	2,854,777	-	2,854,777
Projected Reserves	<u>9,678,584</u>	<u>-</u>	<u>9,678,584</u>
As a % Estimated Expense Total	20.03%		
(Includes reduction for 2010-11 audit adjustment)			
* Projected Reserve % 2012-13	14.12%		
* Projected Reserve % 2013-14	4.44%		

* Based on latest multi-year projection assumptions



Discussion and/or Action Item E.3.1.

Approval to Adopt College Preparatory Mathematics (CPM), Grade 8

Prepared by Dr. Stephanie Pierce
July 17, 2012

BACKGROUND:

For the past 15 years, grade eight Algebra teachers in Santee School District have been utilizing the College Preparatory Mathematics (CPM) program as a supplemental curriculum to the District adopted mathematics program, currently Prentice Hall Algebra ©2002. In 2003, when the District adopted Prentice Hall Algebra, CPM was not on the State-approved instructional materials list. However, during the last State cycle in 2008, the grade 8 CPM curriculum was added to the State approve list. Since the instructional materials funding source became a flexible categorical funding source in 2008, the District decided not to purchase a new mathematics curriculum for grades 3 – 8. Teachers and students continue using the existing mathematics curriculum purchased in 2003.

As a team of Algebra teachers has continued to collaborate on pacing and instructional design, more teachers have started using CPM, particularly over the past three years. In the 2011-2012 school year, seven of the nine school sites used CPM curriculum with students. Three years ago, only four schools were using CPM curriculum. The increased use of CPM has been in part due to the District's use of a curriculum that is nearly ten years old and a need for students to communicate and collaborate as they learn Algebra, a design benefit of CPM.

As teachers have continued to improve their craft, using CPM and/or Prentice Hall, student Algebra proficiency has also continued to increase in the District as evidenced by State assessment and Grossmont mathematics placement results. Grossmont math placement results have shown a steady increase in the percentage of students scoring between 85 – 100% over the past three years as illustrated in the chart below.

	2009-2010	2010-2011	2011-2012
Student Percentage	20.7%	23.9%	30.1%

Since CPM is not currently a District-adopted curriculum, teachers have been using site budgets for duplicating costs. CPM curriculum booklets are duplicated for each student and a school's average duplicating cost for grade eight has been approximately \$750 annually. Administration is recommending the District adopt CPM grade 8 as the second District-adopted Algebra curriculum. Adopting the curriculum will allow teachers to submit duplication costs under the District instructional program using a non-billable duplication form.

RECOMMENDATION:

Administration recommends the Board approve College Preparatory Mathematics (CPM) Grade 8 as one of two District-adopted Algebra programs. In 2003, the Board adopted Prentice Hall Mathematics for all grade eight students.

This recommendation supports the following district goals:

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

School sites who have continued to use CPM as a mathematics curriculum alongside Prentice Hall were spending approximately \$750 annually to duplicate the curriculum for students. Moving this expense to a non-billable expense and charging the District Instructional Materials Realignment Fund Program (IMFRP) account will allow school sites to move this expense to another instructional need. It is estimated that duplicating charges to IMFRP will be \$5,250.

STUDENT ACHIEVEMENT IMPACT:

Students who acquire a proficiency in Algebra during their eighth grade year have an increased opportunity to take college preparatory and honors classes in high school. Algebra readiness is a core instructional focus for all students in Santee School District, kindergarten – grade seven.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

Discussion and/or Action Item E.3.2.

Approval to Increase Work Year for
Coordinator of Assessments and English
Learner Department

Prepared by Dr. Stephanie Pierce
July 17, 2012

BACKGROUND:

The District's Coordinator of Assessment and English Learners, Bonner Montler, is currently employed on a 200-day work year. As demands on this position have increased over the past two years, Mr. Montler has altered his work year calendar to meet these demands.

Traditionally, a Coordinator position follows a vice principal schedule but with the State assessment analysis needs every year, Mr. Montler has come in early to support the analysis of data and then has altered his work calendar through the year. With additional responsibilities added in 2011-2012, particularly professional development for teachers, altering his calendar has become far more challenging and he is needed in Educational Services on a daily basis.

Administration is recommending an increase for the Coordinator of Assessment and English Learner Department from a 200-day work year to 204 work days. These four additional days would be paid at a Coordinator per diem rate and would greatly support the daily and annual operations of Educational Services and Santee School District.

RECOMMENDATION:

Administration recommends the approval to increase the Coordinator of Assessment and English Learner Department from a 200-day work year to 204 work days.

This recommendation supports the following district goals:

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

FISCAL IMPACT:

The four day increase to this position will cost the District \$2,073.75, including salary and benefits. Since this position is both general and categorically funded, an additional \$995.40 from the general fund and \$1,078.35 from Title II and EIA-LEP will be needed to support the increased work year.

STUDENT ACHIEVEMENT IMPACT:

The Coordinator of Assessment and English Learners supports all teachers and site administrators with annual State and District assessment reports. These reports show the result of student learning and provide school sites with data to make instructional corrections and decisions. In addition, this position has become integral in coordinating and delivering professional development for teachers, including the creation of new District assessments for the 2012-2013 school year.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.2.

Discussion and/or Action Item E.4.1. Discussion Concerning the Option to Contract with Kontraband Indiction and Detection Services (K.I.D.S.), Inc. for Canine Drug Detection Services or Investigate Other Options

Prepared by Minnie Malin
July 17, 2012

BACKGROUND

In the 2008-2009 school year, concern developed regarding the number of student incidents involving illegal drugs, alcohol, tobacco and drug paraphernalia.

At a special meeting of the Santee Board of Education on May 12, 2009, the Board requested that administration explore the possibility of utilizing a Canine Drug Detection Unit at our schools as a possible deterrent to illegal drugs on our campus. Information was shared with the Board at a special meeting on May 27, 2009 and the Board approved to move forward to bring the canine detection unit to three (3) school sites prior to the end of the 2009-2010 school year. However, due to the time limitation the canine detection unit was not utilized.

Kontraband Interdiction and Detection Services (K.I.D.S.), Inc. is an agency that provides services to schools, parents, businesses and law enforcement agencies throughout the United States. The primary purpose of their program is to provide another tool to minimize the potential of contraband being brought onto school sites. Demonstrations are recommended as an initial presentation and alternate sites will be scheduled for the same day in order to utilize the full day visitation terms of the contract. These presentations are essential when communicating and establishing the intent and procedures of this program with the community and staff.

K.I.D.S. will work with administrator calendars to schedule random visits throughout the school year. The inspections are performed on an unannounced basis to protect the integrity of the program. K.I.D.S. excludes the use of their canines to "sniff" individuals under any circumstance(s). K.I.D.S. also have consultants with extensive backgrounds enabling them to provide education on topics such as drug awareness, substance abuse, gangs and prevention. This complements the overall objective of assuring a safe and healthy learning environment both on and off school grounds.

RECOMMENDATION

Administration is bringing this information back so that the Board of Education can discuss the option to contract with Kontraband Indiction and Detection Services (K.I.D.S.), Inc. for Canine Drug Detection Services or investigate other options.

This recommendation supports the following District goal:

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

FISCAL IMPACT

The cost for contracting with Kontraband Indiction and Detection Services (K.I.D.S.), Inc. is \$500 per team for up to 90 full day visits or \$600.00 per team for up to 54 full day visits. A team typically visits 2-3 schools in a day.

STUDENT ACHIEVEMENT

Providing students with a safe and healthy campus enhances student learning.

Motion:		Second:		Vote:		Agenda Item E.4.1.
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BOARD POLICIES AND BYLAWS Item F.

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

Agenda Item F.

Board Policies and Bylaws Item F.1.

Review: Mandatory Biennial Review
BB 9270 Conflict of Interest

Prepared by Dr. Patrick Shaw
July 17, 2012

BACKGROUND:

Government Code Section 87306.5 requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if there is a need for it to be amended. BB 9270 was last reviewed and approved by the Board on July 20, 2010. To comply with the law and begin the biennial rotation once again, BB 9270 is being submitted, with a revision, for your review. The recommended revision eliminates the "prevailing gift limitation" designated amount for gifts/honoraria because this amount changes every two years. The Governmental references (Gov't Code 89503 and 2 CCR 18730) included in the Board Bylaw will appropriately dictate the current amount for any given year, eliminating the need to revise the Board Bylaw biennially.

RECOMMENDATION:

Board Bylaw 9270 is submitted for a review only. Action is at the discretion of the Board. If no action is taken, BB 9270 will return for a second review and approval.

FISCAL IMPACT:

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

Motion:	Second:	Vote:	Agenda Item F.1.
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CONFLICT OF INTEREST (continued)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following:

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records
8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

CONFLICT OF INTEREST (continued)

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child.

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree.

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Gifts/Honoraria

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730. ~~The prevailing gift limitation is \$320.~~ This amount is adjusted on odd numbered years by the FPPC. The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506. A gift of travel does not include travel provided by the district for Board members and designated employees.

CONFLICT OF INTEREST (continued)

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law.

The term honorarium does not include:

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

**APPENDIX
DESIGNATED POSITIONS/DISCLOSURE CATEGORIES**

1. Persons occupying the following positions are designated employees in Category 1:

Governing Board Members
Superintendent of Schools
Assistant/Associate Superintendents
Director of Fiscal Services

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district
 - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
 - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

CONFLICT OF INTEREST (continued)

2. Persons occupying the following positions are designated employees in Category 2:

Director
Principal

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
 - b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

CONFLICT OF INTEREST (continued)

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

*Legal Reference:*EDUCATION CODE

1006 Qualifications for holding office
 35107 School district employees
 35230-35240 Corrupt practices
 35233 Prohibitions applicable to members of governing boards
 35239 Compensation for board members in districts under 70 ADA

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers
 1125-1129 Incompatible activities
 81000-91015 Political Reform Act of 1974, especially:
 82011 Code reviewing body
 82019 Definition of designated employee
 82028 Definition of gifts
 82030 Definition of income
 87100-87103.6 General prohibitions
 87200-87210 Disclosure
 87300-87313 Conflict of interest code
 87500 Statements of economic interests
 89501-89503 Honoraria and gifts
 91000-91014 Enforcement

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:
 18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

86 *Ops.Cal.Atty.Gen.* 138(2003)
 85 *Ops.Cal.Atty.Gen.* 60 (2002)
 82 *Ops.Cal.Atty.Gen.* 83 (1999)
 81 *Ops.Cal.Atty.Gen.* 327 (1998)
 80 *Ops.Cal.Atty.Gen.* 320 (1997)
 69 *Ops.Cal.Atty.Gen.* 255 (1986)
 68 *Ops.Cal.Atty.Gen.* 171 (1985)
 65 *Ops.Cal.Atty.Gen.* 606 (1982)

*Management Resources:*WEBSITE

Fair Political Practices Commission: <http://www.fppc.ca.gov>

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

Agenda Item G.

CLOSED SESSION Item H.

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

The Board will go into Closed Session to discuss:

- 1. Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)**

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.