

Santee School District

SCHOOLS:

Cajon Park
Carlton Hills
Carlton Oaks
Clot 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 August 2, 2011

District Mission

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

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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

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

Superintendent

1.1. Approval of Minutes

13

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

Business Services

2.1. Acceptance of Donations

19

It is recommended that the Board of Education accept donations as listed.

2.2. Approval of Consultants and General Service Providers

20

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

2.3. Approval to Contract with Demsey Filliger & Associates to Update Actuarial Valuation of Other Post Employment Retirement Benefits Required Under GASB 45

22

It is recommended that the Board of Education approve to contract with Demsey Filliger & Associates to conduct a revised actuarial valuation for GASB 45 Post Employment Retirement Benefits.

2.4. Approval of General Legal Services Agreement with Bowie, Arneson, Wiles & Giannone

31

It is recommended that the Board of Education approve the agreement between Santee School District and Bowie, Arneson, Wiles & Giannone for general legal services.

2.5. Approval of Contract for Asphalt Repaving and Repairs for District Office Parking Lot with Ramona Paving

35

It is recommended that the Board of Education approve the award of the Asphalt / Paving Project at the District Office/ERC parking lot bid to Ramona Paving.

2.6. Approval of Ninyo & Moore for Soils and Lab Testing for the District Office Parking Lot Project

37

It is recommended that the Board of Education approve Ninyo & Moore as the materials testing lab to provide geotechnical and construction materials testing for the District Office/ERC paving project.

2.7. Acceptance and Approval of the Storm Water Management Plan Annual Report

41

It is recommended that the Board accept and approve the Annual Storm Water Management Plan Report for the 2010-11 School Year.

2.8. Authorization to Sell Surplus and/or Dispose of Obsolete Items

57

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

Capital Improvement Program		Page #
3.1.	<u>Approval/Ratification of Consultant Services for Storm Water Permits for Hill Creek Construction with Webb Cleff Architecture and Engineering, Inc.</u> It is recommended that the Board of Education approve consultant services with Webb Cleff Architecture and Engineering, Inc. for storm water services and administration as required by new regulations.	58
3.2.	<u>Approval/Ratification of Materials Testing Extra Services for the Water Damaged Electrical Panels for Hill Creek and Chet F. Harritt Modernizations</u> It is recommended that the Board of Education approve additional materials testing services for the water damaged electrical panels for Hill Creek and Chet F. Harritt modernization projects.	60
3.3.	<u>Approval/Ratification of Contract Amendment with Lightfoot Planning Group for Extra Services on the Chet F. Harritt Ball Field Project</u> It is recommended that the Board of Education approve additional engineering and services with Lightfoot Planning Group for the Chet F. Harritt Ball Field Project.	62
Educational Services		
4.1.	<u>Approval of Memorandum of Agreement with the County of San Diego for a Tdap Immunization Clinic in the Santee School District</u> It is recommended that the Board of Education approve the Memorandum of Agreement with the County of San Diego for a Pertussis Immunization Clinic.	64
4.2.	<u>Approval of Personnel Agreement with Grossmont Union High School District for the 2011-12 for Spanish I Program</u> It is recommended that the Board of Education approve the Personnel Agreement with Grossmont Union High School District for the 2011-12 Spanish I Program.	73
4.3.	<u>Approval of Agreement Between Grossmont Union High School District Adult School and the Santee School District for Conducting Adult Education Classes.</u> It is recommended that the Board of Education approve the agreement with Grossmont Union High School District Adult School for conducting Adult Education classes.	77
4.4.	<u>Approval of Student Teaching Agreement with San Francisco State University</u> It is recommended that the Board of Education approve the Student Teaching Agreement with San Francisco State University.	80
Human Resources/Pupil Services		
5.1.	<u>Personnel, Regular</u> It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	85
5.2.	<u>Approval of Credential Waiver</u> It is recommended that the Board of Education approve the credential waiver.	89
5.3.	<u>Approval of Readmission of Expelled Students</u> It is recommended that the Board of Education approve the readmission of expelled students.	90

5.4.	<u>Approval of Internship Contract Agreement with Brandman University</u>	91
	It is recommended that the Board of Education approve the Internship Contract Agreement with Brandman University.	
E.	DISCUSSION AND/OR ACTION ITEMS	98
	<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>	
	Educational Services	
1.1.	<u>Special Day Class Move</u>	99
	It is recommended that the Board of Education approve relocating the autism special day class from Chet F. Harritt School to Carlton Hills School beginning September 6, 2011.	
F.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	101
G.	CLOSED SESSION	102
1.	Conference with Labor Negotiator (<i>Govt. Code § 54956.8</i>)	
	<i>Purpose: Negotiations</i>	
	<i>Agency Negotiator: Karl Christensen, Asst. Superintendent</i>	
	<i>Employee Organization: Classified School Employees Association</i>	
H.	RECONVENE TO PUBLIC SESSION	102
I.	ADJOURNMENT	102

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 16, 2011, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center.

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

Members present:

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

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 August 2, 2011 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Dr. Patrick Shaw
May 3, 2011

The following items are presented for Board information:

- 1.1. Developer Fees Collection Report
- 1.2. Use of Facilities Report
- 1.3. Claims Against the District
- 1.4. Schedule of Upcoming Events

Agenda Item B.

Requests For Use Of Facilities - August 2, 2011

Group	Location	Date	Days	Time	Attendance	Fees Applied
Cajon Park Reinterpret (Teacher Resource)	Classroom	8/1/11 - 6/30/12	Mon - Sat	8:00 am - 9:00 pm		
Educational Resource Center Home Start, Inc	Board Room	7/18/11 - 8/10/11	Mon & Wed	1:30 pm - 3:30 pm	5 - 12	

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

CLAIMS AGAINST THE DISTRICT

The following claims were received by Business Services and rejected and referred to the District's insurance carrier by the Assistant Superintendent acting as the authorized agent of the Board of Education as reaffirmed by resolution at its April 21, 1992, meeting.

<u>SITE OF OCCURRENCE</u>	<u>DATE OF OCCURRENCE</u>	<u>DESCRIPTION/ACTION</u>
Padre Lane	June 25, 2011 & July 10, 2011	Property Damage

Schedule of Upcoming Events

<i>Date</i>	<i>Event</i>
August 12	Professional Leadership Team (Time and Location To Be Determined)
August 16	Board Meeting 7:00 p.m.
August 23	School Offices Open to the Public (This may be delayed at schools being modernized this summer.)
August 29	Teachers Return Welcome Back Event at Trolley Center 7:45 a.m.
September 5	Labor Day Holiday All Schools and Departments Closed
September 6	First Day of School

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 D

Consent Item D.1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
August 2, 2011

BACKGROUND:

Presented for Board approval –

- July 19, 2011, 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**

**July 19, 2011
MINUTES**

Giles Educational Resource Center
9619 Cuyamaca Street
Santee, California

A. OPENING PROCEDURES

1. Call to Order and Welcome
President Ryan called the meeting to order at 7:02 p.m. and led the audience in reciting the District Mission Statement.

Members present:

Barbara Ryan, President
Dan Bartholomew, Vice President (via teleconference)
Dianne ElHajj, Clerk
Ken Fox, Member
Dustin Burns, Member

Administration present:

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

2. President Ryan invited Brienne DuBois, a graduate student at Point Loma Nazarene College, 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: Burns Vote: 5-0

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report
 - 1.1. Developer Fees Collection Report
 - 1.2. Use of Facilities Report
 - 1.3. Enrollment Report
 - 1.4. Claims Against the District
 - 1.5. Schedule of Upcoming Events

Dr. Shaw reported he attended a workshop this afternoon regarding the State budget and shared the impact on Santee School District. He said the best description is "uncertainty." Schools will receive flat funding, and although there are no revenue increases, Administration is happy not to have budget reductions at this time. The message from Kevin Gordon, School Services Financial Advisor, was it is possible that we will not endure mid-year budget cuts but will not know for certain until mid-December. In January, the Governor will introduce his new budget proposal for the next year.

There are two trailer bills. First, if a trigger occurs, schools will be able to negotiate an additional 7 days off the school calendar, in addition to the 5 already available. This is only an option for the 2011-12 school year. The other is the suspension of AB 100, requiring a multi-year plan for the current budget, although a multi-year plan must still be included in the interim reports to the County.

2. State Budget Update

Karl Christensen said this budget is really unique for two reasons. It was on time and introduced a new concept: a trigger in the budget. He highlighted the revenue projections, Prop 98 and AB 1200 oversight requirements. The State anticipated \$6.6 billion in additional revenue and now anticipates an additional \$4 billion in revenue for 2011-12. It is assumed these revenue assumptions will fill the gap in the budget caused by the ending of the temporary increased taxes. If the estimated revenue comes in \$1 billion less than projected, there will be no mid-year budget cuts. Mid-year cuts would be enacted if the revenue comes in more than \$1 billion. If the revenue is over \$2 billion less than projected, there would be a revenue cut to education, transportation, and community colleges, with Prop 98 revenue limits proportionate to how far away they are from the estimated revenue. If these cuts come to pass, they have made allowance to reduce the school year by an additional 7 days.

At the May Revise, Prop 98 was \$52 billion. The number that is funded in this enacted State budget is \$48.7 billion, through manipulations of Prop 98, removing child care, and possibly other programs. There has been talk of putting a portion of the sales tax into a special fund, therefore removing it from the general fund, which would affect Prop 98 revenue. This rebenching of Prop 98 is a disturbing trend. If \$250 per ADA were reduced, the impact would be \$1.5 million in reduced funding to Santee School District.

Mr. Christensen shared a chart showing Californian's K-12 spending per student and how it lags behind the national average by about \$2,000 per student.

The multi-year projection has been suspended and limits the County's oversight of district budgets. However, this does not apply to the interim reports and it is a prudent thing to do. The District will need to project the possible effects if the triggers are implemented but a budget cannot be adopted with "possible" triggers.

If mid-year cuts are triggered at the State level, there are enough funds in District reserves to compensate for the \$3 million structural deficit. Districts would be greatly impacted if cuts were made in home-to-school transportation.

Member Bartholomew asked about our total transportation budget. Mr. Christensen said the total cost for transportation for both special education and general education students is \$1.1 million. If the revenue was lost, transportation costs would remain the same and the cost to the general fund would be greater.

Member Burns asked if there was discussion about possible future flexibility for Class Size Reduction (CSR). Mr. Christensen said he knows that the flexibility is in place for the next two years and has heard nothing more. There is talk and a possible bill being introduced for categorical flexibility that would roll CSR into it, but there is nothing definitive at this time.

Dr. Shaw has asked Mr. Christensen to investigate CSR to see if class size lowered to a 24.94 ratio would equal out with the reduction in the penalty from 30% to 20%, plus the cost of additional teachers. This option, if feasible, would help instructionally now and also help position us when the CSR ratios return.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Expenditure Warrants**
- 2.3. **Approval/Ratification of Purchase Orders**
- 2.4. **Approval/Ratification of Revolving Cash Report**
- 2.5. **Acceptance of Donations**
- 2.6. **Approval of Consultants and General Service Providers**
- 2.7. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement**
- 2.8. **Award of Bid for District Office Lighting Retrofit**
- 2.9. **Authorization to Sell and/or Dispose of Hill Creek Woodshop Equipment As Surplus**
- 2.10. **Approval of Renewal Agreement with Interschola for Surplus Sales**
- 3.1. **Appointment of Tricia Mattingly Robertson to the Independent Citizens' Oversight Committee**
- 3.2. **Approval of Purchase and Installation of Carpet at Pepper Drive School**
- 3.3. **Approval/Ratification of Change Orders for Replacement of Water Damaged Electrical Panels for Hill Creek School and Chet F. Harritt School Modernization Projects**
- 3.4. **Approval/Ratification of Hazardous Waste Disposal Services with North State Environmental for Proper Removal and Disposal of Chemicals at Hill Creek School**
- 3.5. **Approval of Additional Services with George Mercer Associates for Split Irrigation Meters at Hill Creek School**

- 4.1. **Approval of Annual Evaluation of the Alternative Education School**
- 4.2. **Adoption of Resolution #1112-01 Designating Personnel and Approval of 2011-12 Child Development Services Contract**
- 5.1. **Personnel, Regular**
- 5.2. **Approval of Revised Titles and Job Descriptions for "Social Worker" and "Educational Counselor" as Separate Positions**
- 5.3. **Approval of San Diego County Interagency Agreement for Providing Educational Support to Foster Youth**

Prior to action, President Ryan wished to make it known that she has a family member that works for the company being awarded a bid in Item D.2.8. She will vote on the item as there is no conflict of interest as she does not benefit financially in any way. It was moved and seconded to approve Consent Items.

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

E. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Student Wellness: Administrative Regulation 5030

Dr. Shaw reported that in June an Administrative Regulation (AR) was brought to the Board to regulate the practice of non-compliant food items as part of class celebrations. After receiving input from the Board, he returned with a revised AR recommending classroom celebrations with non-compliant food items during the school day be limited to one per month. Dr. Shaw also surveyed school districts and many have similar language and many others with variations. This proposed AR will help regulate what is brought into the school and help teachers and administration schedule celebrations with non-compliant food items.

REQUEST TO SPEAK: Mr. Joe Spencer, Parent

MR. Spencer was surprised the AR came to the Board again so quickly. He does not agree to limiting class celebrations and believes inactivity is a greater cause of childhood obesity and the school district should be a leader in physical education. He cited information from a school district in Illinois. Mr. Spencer believes the school lunch menu needs to be changed and chocolate milk should be removed from school. He suggested schools stop using food as rewards and PTA stop selling unhealthy food items to earn money for schools.

REQUEST TO SPEAK: Mrs. Jennifer Brown, Parent

Mrs. Brown said currently the Student Wellness Policy suggestions are not being followed and she believes limiting non-compliant food celebrations to one per month is a good way to help enhance student wellness. She has seen that nutritious snacks are not offered or encouraged. Donuts, cookies, etc., are in classrooms every day. Classroom celebrations are occurring before lunch, compounding the problem. It is important to eliminate the distractions in the classroom and focus on instruction. Mrs. Brown believes once per month for celebrations is a good idea.

Member El-Hajj said she is in favor of once per month for non-compliant food celebrations and supports the change. Each school can set their own calendar ahead of time. It will help to have consistent guidelines for schools, not just suggestions. She did notice at the end of the year there were lots of treats around and it seems to have gotten out of hand. The AR will make it more manageable for staff and administration. Member El-Hajj referred to the minutes of the last Wellness Committee meeting saying the focus next year will be in PE. PE was never left out but there is a need to begin somewhere.

Member Burns said the AR addresses both the PE and nutrition goals. One time per month is very clear to principals, teachers, and parents and is easier to manage at the schools. There has been a need for clear direction from the District. He also stated in response to a statement by a speaker, that receiving a "D" grade does not meet the academic standards of Santee School District. Member Burns would like the Wellness Committee to observe a PE program in action because there are some really good PE programs out at the schools.

Member Fox will support the proposed AR as long as PE and nutrition education pieces are not forgotten. He believes it is important to educate staff to not give out candy and other sweets as rewards and observe the one day per month celebration day.

Member El-Hajj said the guidelines will be clearer for staff. She asked Dr. Shaw how the regulations will be driven. Dr. Shaw will request a calendar from the Principal, who will drive the regulation at their site. Celebration days could also be put on the lunch calendars so parents will be aware of when they are planned.

Member Bartholomew will support the change and said Mrs. Brown is correct about what is happening at the schools. The sites need guidelines in order to be consistent. A monthly recognition opportunity will be effective. Mr. Spencer brought up some good issues although there seems to be a contradiction in wanting to eliminate a food with high sugar yet wanting to maintain sweet treats in the classroom. He believes the District is doing a good thing by trying to get some reign on the treats at school. This does not stop the conversation and after this change is in place, Administration can begin to discuss and work on the other aspects of student wellness.

President Ryan said the focus seems to be on what we eat at the celebrations. She asked if a teacher can celebrate without food. Kids like to feel special on their birthday but it does not have to be with food. Dr. Shaw said yes, the limitation is for non-compliant food items only. PTA has a list of things parents and teachers can use for student recognition without using food.

Member Burns moved to support the revised draft Administrative Regulation as presented.

Motion: Burns Second: Fox Vote: 5-0

1.2. School Program Services Year End Report

Dr. Shaw presented the 2010-11 School Program Services Annual Report. He highlighted a number of areas:

- **Special Education:** The results for 2010-11 are similar to 2009-10 with approximately 11.5% of our students represented in special education, reduced from 13.5% in the prior years. The Resource Program has reduced by 20 students, which can be attributed to all school sites offering quality *Response to Intervention (RTI) and Universal Access*.
- **GATE Program:** in 2009-10, 629 students were identified and in 2010-11, 674 were identified. The identification procedure has been revamped and the number of students being identified for next year should be reduced. An additional measure has been included to help identify truly gifted students, not just high achievers. Many of our schools will be participating in GATE this year.
- **Interdistrict Attendance Permits:** This year 944 students came into our District and 387 students attended outside. This year there were 100 additional students taking advantage of our interdistrict attendance opportunities. The largest student contributor is Cajon Valley. There are fewer students going to La Mesa Spring Valley than previously. These numbers have a lot to do with our academic program.
- **Habitual Truants:** Truancy has been reduced by 50% since 2008-09. Kudos to Bob Kull and the Vice Principals. Administration will check if the data for 2009-10 can be retrieved for comparison purposes.
- **Suspensions:** There were 490 total days of suspension last year. In 2009-10 there were 759 total days. The total suspensions have been reduced by 50% also. Schools are making a strong effort in suspensions and the efforts are paying off. Member Burns remarked that the inconsistency between schools in behavior and consequences no longer seems to exist. Dr. Shaw said he met with Vice Principals monthly during the year and discussed these issues. Board members had no further questions and accepted the School Program Services Year End Report for 2010-11.

2.1. Approval of Monthly Financial Report

Karl Christensen presented the monthly financial report for May with an ending general fund balance of \$3.1 million. The District ended June without having to transfer funds from fund 17. It is projected that there will be a surplus at the end of the fiscal year of \$2 million. Member Burns moved to approve the Monthly Financial Report for May 2011.

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

2.2. Approval of Third Amendment to Agreement Between the City of Santee and the District for Cooperative Facilities Utilization and Memorandum of Understanding Regarding Previous Improvements to Rio Seco Ball Fields Funded by Little Padres Grant

Karl Christensen reported that at the May 3rd Board meeting the Board gave direction on an Memorandum of Understanding (MOU) that would be consistent with the idea that any new structures put on the District fields

would not need to be relocated if the need to move the fields arose. The City has agreed to incorporate what they are doing this month as well as with the Little Padres grant into this MOU.

Member Burns moved to approve the Third Amendment to the Agreement between the City of Santee and the District for Cooperative Facilities Utilization and Memorandum of Understanding regarding previous improvements to Rio Seco Ball Fields funded by Little Padres Grant.

Motion: Burns Second: Fox Vote: 5-0

Member Burns said the Little Leagues have had vandals who stole the copper from the light poles twice in the last couple of month. Dr. Shaw said there has been copper wire theft from the construction sites as well.

H. BOARD POLICIES AND BYLAYS

1.1. Second Reading: Revised BP 6163.2 Animals at School

Member El-Hajj moved to approve revised BP 6163.2, Animals at School.

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

I. BOARD COMMUNICATION

Barbara Ryan shared the gift to the Board from SSP graduating class. The gift will be mounted behind the Board chairs.

President Ryan will be recognized on August 2nd at the Board of Supervisors meeting. Member Burns will try to attend.

Dr. Shaw reported the Sportsplex is considering submitting a request to amend their liquor license to allow alcohol to be taken into the stands and batting cages. Member Fox reported he plays there twice a week and has seen tailgating and alcohol taken into the stands already. Dr. Shaw said in Poway there are signs that no alcohol is allowed in the parking lot and he believed that following a conversation with the City Manager, the same signs would be installed in Santee. The Board has some concerns about expanding the license. Member Burns is concerned about impact on our students and it is a problem if they can see the alcohol being consumed at any time. Some of the original protestants are concerned about how alcohol consumption would be managed in the stands; consumers being of legal age and behavior. Dr. Shaw will follow up with the City Manager about signs in the parking lot.

President Ryan shared that while traveling in Europe she noticed there are not many obese people there. She believes it is because they walk and bicycle everywhere. She hopes to see some focus from the Wellness Committee on physical activity for students.

J. CLOSED SESSION

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

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

Purpose: Negotiations

Agency Negotiator: Karl Christensen, Asst. Superintendent

Employee Organization: Classified School Employees Association

The Board entered closed session at 8:25 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 8:45 p.m. No action was reported.

K. ADJOURNMENT

The July 19, 2011 regular meeting adjourned at 8:45 p.m.

Dianne El-Hajj, Clerk

Dr. Patrick Shaw, Secretary

Consent Item D.2.1. Acceptance of Donations
 Prepared by Karl Christensen
 August 2, 2011

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Purchase Laptop Computers for Use in the Classrooms	\$10,000.00	Rio Seco PTSA	Rio Seco School
Funds to Support the YALE Program and Supplement Supplies for the New YALE Classrooms at Hill Creek School	\$1,000.00	Lawrence Gartner	YALE Program
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$86.77	United Way of San Diego County	Districtwide
TOTAL DONATIONS RECEIVED	\$11,086.77		

RECOMMENDATION:

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

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The donations above are valued at \$11,086.77.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____ Agenda Item D.2.1

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:

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

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.

**Consultants and General Service Providers Report
August 2, 2011**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Elvira Hobusch	Consultant	Bilingual Interpreter / Consultant - Russian/English Translator	09/01/11 - 09/01/15	\$15-\$20/hour	EIA-LEP	Independent Contractor
Mimi Le	Consultant	Bilingual Interpreter / Consultant - Vietnamese/French/English Translator	09/01/11 - 09/01/15	\$15-\$20/hour	EIA-LEP	Independent Contractor
Kiyomi Sankary	Consultant	Bilingual Interpreter / Consultant - Translator	06/01/11 - 06/01/15	\$15-\$20/hour	EIA-LEP	Independent Contractor

Consent Item D.2.3.
Prepared by Karl Christensen
August 2, 2011

Approval To Contract with Demsey Filliger &
Associates To Update Actuarial Valuation of Other
Post Employment Retirement Benefits Required
Under GASB 45

BACKGROUND:

In June 2004, the Government Accounting Standards Board (GASB) issued its final accrual accounting standards for retiree benefits, GASB 43 and GASB 45. GASB 45 requires school districts to conduct an actuarial valuation of Post Employment Retirement Benefits every two years and to report the value of the liability on its financial statements. Santee has been required to report this liability since July 1, 2009.

In June 2007, Demsey Filliger & Associates conducted the initial valuation. At that time, the actuarial liability was determined to be \$20,116,393. Demsey Filliger & Associates updated the valuation study in 2009. The valuation study is due to be updated for inclusion in 2011-12 financial reports. Demsey Filliger & Associates submitted a proposal for this work and Administration recommends contracting with them to perform the actuarial valuation update.

RECOMMENDATION:

It is recommended that the Board of Education approve to contract with Demsey Filliger & Associates to conduct a revised actuarial valuation for GASB 45 Post Employment Retirement Benefits in the amount of \$4,500.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of preparing the actuarial report is \$4,500.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.3.
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1. Proposal Summary

Our flat fee for the actuarial valuation report would be \$4,500, including direct expenses, if any. The \$4,500 does not include the cost of an on-site presentation, which the District is not requesting at this time. A draft of the District's actuarial report will be available within 4-6 weeks of receipt of all required data in valid format. **Please see section 6 of the proposal for an important caveat regarding services not included in the proposal.**

Demsey, Filliger & Associates (DF&A) is an industry leader in GASB 45 valuations for school districts. This has come about as result of our focus on doing this type of work, combined with an emphasis on client service, clear and concise reports, and competitive fees.

The following information is based on our 2009 GASB 45 valuation for the District: The District provides post-retirement medical insurance coverage on behalf of its eligible retirees under the Southern California Schools VEBA. Employees may retire and receive District-paid medical insurance after the later of age 55 and completion of 15 years of service with the District (10 years required for management.) District-paid benefits end at age 65. Retirees pay 100% of the premium for dependent coverage (if elected), as well as the premiums for dental and vision benefits. A \$75 per month stipend is paid to eight retirees who elected not to take postretirement medical benefits. The ability to receive the stipend by opting out of postretirement medical benefits ended as of December 31, 2009. The District had approximately 545 active employees and 124 retirees covered under the District's health plan as of July 1, 2009.

In 2004, the Government Accounting Standards Board (GASB) issued its final accrual accounting statement regarding postemployment benefits other than pensions (GASB 45). The District had its most recent GASB 45 valuation performed on July 1, 2009, and now wishes to obtain an update of its liability and annual accrual expense under GASB 45.

Furthermore, if the District decides to establish, or participate in, a trust to pre-fund future benefits for its retirees, the trust will be subject to GASB 43, pertaining to disclosures of trust funds for retiree health and other postemployment benefits (OPEB). The proposed actuarial report would satisfy both requirements.

Our contact information is:

Lou Filliger, FSA
Partner & Actuary
Demsey, Filliger & Associates
21006 Devonshire, Suite 205
Chatsworth, CA 91311
Telephone (818) 718-1266
Facsimile (760) 875-7133
E-mail: lfilliger@demseyfilliger.com

2. Profile of DF&A

DF&A is a Limited Liability Company Partnership formed in 2002 and registered with the State of California. We maintain \$2M each in professional liability and general liability insurance coverages, and have done so continuously since 2003.

Our primary business focus is providing GASB 45 valuations and related services to school districts, cities, counties, water districts, and other government agencies throughout California and the western United States. We have also performed valuations for clients in the central and eastern United States, such as Harris County, Texas, the State of Maine, and Cabell Huntington Hospital (West Virginia). **In all, we have performed over 800 GASB 45 valuations to date.** Most other actuarial firms do not have a fraction of the practical GASB 45 experience that DF&A does.

By having performed so many valuations, and having discussed the results with our clients, we have a good understanding of how to communicate clearly and concisely. We have been told on many occasions that our reports are very well-organized, and easy to read and understand.

Lou Filliger, Partner & Actuary, has co-founded two organizations dedicated to providing GASB 45 actuarial services: the Independent Actuaries of California (IAC), and the San Fernando Valley Retiree Medical Actuarial Practice Group. These groups have helped to establish de facto standards of practice for our emerging branch of actuarial work.

Mr. Filliger retains hands-on responsibility for each actuarial valuation DF&A performs, and maintains the highest quality assurance standards for all of DF&A's reports.

Finally, and most importantly, we believe in giving the best client service possible - we drop everything to help our clients meet their deadlines, and are not satisfied with the work product until our clients are. Following are two recent testimonials from DF&A clients:

Lou produces a quality product while actually simplifying the process on our end. In addition to getting someone who can guide you over all the bumps and pull you through all the hoops, you get a professional who makes your work *easier*. Lou is very perceptive, and *always* responsive. Because Lou has proved himself to be exceptionally informed on issues relating to public entities, I rely heavily on his judgment. His engaging sense of humor actually makes me look forward to doing the next year's actuary reports with him.

*Marla Pettygrove, Risk Analyst III
Merced County*

Lou Filliger is an excellent teacher and very informative and clear. He made the entire valuation process not only smooth...it was actually interesting! I learned a lot and now I don't fear the valuation process. Lou knows his stuff inside and out. It's always a pleasure to work with him because he takes the time to answer my questions and doesn't talk down to me. He makes me laugh which really helps when you're under pressure.

*Patricia White, Associate
Anthony F. Bubenias & Company*

3. Qualifications of DF&A

From 1993 until the founding of DF&A in 2002, Lou Filliger, Partner & Actuary, established and maintained a retiree healthcare practice for an independent, San Diego-based consulting firm. Much of this work was focused on providing OPEB valuations for government agencies (including the first three valuations ever performed for Los Angeles Unified School District's OPEB.) The services provided, and the types of entities for which they were provided, were nearly identical to those of DF&A. Thus, DF&A offers a package of services that has evolved continuously since 1988, giving us a historical perspective that we believe will be of value to the District.

We have developed an on-line alternative method spreadsheet in conjunction to help agencies with under 100 members perform GASB 45 valuations at a greatly discounted rate. To our knowledge, we are one of the few actuarial organizations to dedicate time and resources to the alternative method, presumably because most firms would rather charge the higher rate for a full actuarial valuation. A full valuation is overkill in many cases, especially where the GASB 45 liability is not material in relation to the agency's overall financial operations. As a result, we have worked with agencies ranging from the very small (one eligible participant) to the very large (Los Angeles Unified School District, Harris County, Texas, and the State of Maine), and all sizes in between.

With headquarters in Chatsworth, California, Demsey, Filliger & Associates specializes in the delivery of personalized group actuarial services to a wide range of clients, with a concentration in the public sector, including cities, counties, and school districts. Recent GASB 45 valuations for school districts include Inglewood Unified School District, Palmdale School District, Arvin Union High School District, Placentia-Yorba Linda Unified School District, Anaheim Union High School District, Conejo Valley Unified School District, Fresno Unified School District, East Whittier City School District, Baldwin Park Unified School District, Glendora Unified School District, San Gabriel Valley Unified School District, and San Marino Unified School District. A list of references is attached in Exhibit II - please feel free to contact any of the names on the list.

We invite you to visit our website at www.demseyfilliger.com for more information about our firm. Please see our article entitled "So you need a GASB 45 valuation?" for more background about the valuation process.

The principals of DF&A have each provided actuarial services for more than 30 years. We have the human and financial resources to meet the needs of our present clients as well as the ability to serve a fast-growing client list. We have had no litigation in the history of our firm.

We perform all of our work without reliance upon other firms or contractors.

4. Work Plan - Scope of Services

We would provide the District with an actuarial report as of July 1, 2011, setting forth all District liabilities of the postretirement health benefit program, including a 30-year projection of District expenditures under the plan. Our report would contain the following information:

- Disclosure of the postretirement benefit obligations and Annual Required Contributions (ARC) for the fiscal years ending June 30, 2012 and 2013, in accordance with the GASB Other Postemployment Benefits (OPEB) accounting standard (GASB 45);
- The Annual Required Contributions (ARC), Accrued Liability and other required calculations as prescribed by GASB 45. (Note: The reconciliation of the Net OPEB Obligation (NOO) during the current year and projected to the end of the year cannot be determined at the time of the valuation because they depend on employer contributions during the upcoming year, which have yet to be determined. However, we assist in year-end disclosures once the NOO can be precisely calculated, at no extra charge to the District.)
- Projection of the post-retirement medical, dental and vision premiums (as applicable) for thirty years on a pay-as-you-go basis.
- Recommended contribution schedules (at least 3) funding periods covering different amortization periods and funding patterns based on DF&A's recommendations and the District's advance approval.
- Reconciliation of Accrued Liability with the July 1, 2009 report.
- A comprehensive report and executive summary discussing assumptions, data utilized, and results. The report will provide sufficient information for staff to prepare footnote disclosure and required supplemental information for the District's audited financial statements.

Our success has been built around writing reports that are so clear and easily understood that they "report themselves". Consider: why pay an actuary twice, once to write a report, and again to explain it? Why not just find an actuary who writes a report that can be easily understood to begin with?

Nevertheless, many of our clients have circumstances that require us to make an on-site presentation, and we have received many compliments for giving easily understood, down-to-earth presentations that help your Board member to feel comfortable with our report and with action steps for the future.

4. Work Plan - Scope of Services (continued)

Our approach ensures quality and provides a solid foundation for future years' valuations. We would:

- Conduct initial discussions with the District to develop an in-depth understanding of its post-retirement healthcare plan. We would learn about data availability and management information systems, and any issues the District would like us to address during the review.
- Submit a written data request to the District.
- Gather and compile data provided by the District, and review the data for reasonableness. Anomalies (if any) would be identified and clarified as appropriate.
- Derive a set of proposed actuarial assumptions for use in the valuation, prepare the "Actuarial Assumptions" and "Benefit Plan Provisions" sections of the report, and discuss with the District as necessary before proceeding.
- Perform a comprehensive actuarial valuation of the plan. Our work would be in compliance with GASB 45/43 statements and other applicable actuarial and accounting standards. The analysis would be based on the District's own data to the greatest extent credible.
- Summarize the valuation results into exhibits that will become part of the draft report.
- Recommend at least three alternative contribution patterns designed to pre-fund future retiree benefits.
- Prepare a draft report, containing our conclusions and recommendations. The report would be consistent with GASB 45, GASB 43, and other applicable standards.
- Discuss the draft report by telephone with representatives of the District.
- Incorporate any required changes into the draft, and issue a final report.

DF&A understands the importance of communication. We would be in close contact with the District throughout all phases of the project, so that by the time the report is generated, there are no surprises and there is already a good level of understanding as to what the report will contain. Work would begin promptly upon receipt of data. A draft report will be available within 4-6 weeks of receipt of all necessary data in valid, electronic format.

Included in our basic fee are one or more follow-up discussions with the District and its consultants to assist with implementation of GASB 45, and adoption of a District funding policy.

5. Proposal Costs and Project Team

Our flat fee for the GASB 45 actuarial valuation report would be \$4,500, and is all-inclusive based on the scope of the project outlined above. No other expenses would be charged to the project. These fees are based on our past experience regarding the average amount of time required to complete similar assignments. Because we do not bill our projects using hourly rates, we do not provide a detail of time and charges on our proposals or invoices.

Our report would be available within 4-6 weeks of receipt of all requested data (but faster turnaround is available upon advance request.)

A project team headed by T. Louis Filliger, FSA, will be responsible for performing the requested services. Exhibit I, attached, contains Mr. Filliger's professional biography.

6. Services Not Included in this Proposal

(1) Our proposal does not cover the cost of any additional work that may be necessary to join CalPERS Section 115 Trust, CERBT. If the District decides to join CERBT at some point, a prospective change in actuarial firms would be required.

(2) An on-site presentation of the report is not anticipated and has not been included in the basic fee. The District may request an on-site presentation at its convenience. The price for this service would be \$1,500 inclusive of all direct expenses.

Biography

T. Louis Filliger, F.S.A., E.A., M.A.A.A.- Partner & Actuary

Mr. Filliger specializes in the design and valuation of other post-employment benefits (OPEB), primarily retiree medical programs, for both public and private sector clients. He has developed and continuously modernized DF&A's valuation system used to perform FAS 106 and GASB 45 calculations, has testified as an expert witness on retiree healthcare issues, and has performed hundreds of retiree healthcare valuations and design studies. He also provides the actuarial valuations and certifications required for school districts' health and welfare plans under California Education Code sections 17566(e) and the now-repealed 42140.

Mr. Filliger is a mathematics graduate of the University of Michigan, has been an Enrolled Actuary under ERISA since 1984, and became a Fellow of the Society of Actuaries in 1988. He is also a Member of the American Academy of Actuaries. He has over 30 years of combined actuarial experience in the insurance and pension industries.

Clients for which Mr. Filliger has performed consulting services include Los Angeles Unified School District, Los Angeles Community College District, San Diego Community College District, Fresno Unified School District, San Jose Unified School District, Ukiah Unified School District, Fort Bragg Unified School District, the Self-Insured Schools of California, the East Bay Self-Insured Group, Mariposa County Office of Education, Butte County Office of Education, Los Angeles County Office of Education, Tulare County Office of Education, Mendocino County Office of Education, Butte Self-Insured Schools, Red Bluff Joint Union High School District, and Konocti Unified School District; the Cities of Oceanside, Tracy, Pismo Beach, Santa Maria, Palm Desert, Indio, Lincoln, La Mirada, Woodland, Santa Ana, Sausalito, Lancaster, and Merced, California; the Cities of Henderson and Elko, Nevada, District of Las Cruces, New Mexico, and the State of Maine.

References

Below is a partial list of school districts and other agencies for which DF&A has performed actuarial and consulting services. Please feel free to contact:

Encinitas Union School District

Contact: Abdollah Saadat, Assistant Superintendent, Business Services
(760) 944-4300 x1160

El Centro School District

Contact: Arnold Preciado, Assistant Superintendent, Business Services
(760) 352-5712

Imperial Unified School District

Contact: Kay McAllaster, Director, Business Services
(760) 355-3013

San Diego State University Research Foundation

Contact: Ann Billings, Benefits Manager
(619) 594-2790

San Diego Community College District

Contact: Charles Rogers, Vice Chancellor Business Services
(619) 388-6555

Bellflower Unified School District

Contact: Thuy Binh, CPA, Chief Business Officer
(562) 866-9011 x 3119

Escondido Union High School District

Contact: Barry Dragon, Assistant Superintendent, Business Services
(760) 291-3210

Fallbrook Union Elementary School District

Contact: Ray Proctor, Assistant Superintendent
(760) 723-7025

Clovis Unified School District

Contact: Shareen Crosby
(559) 327-9110

Konocti Unified School District

Contact: Laurie Desimone, Director of Accounting
(707) 994-6475 Ext. 100

Chico Unified School District

Contact: Scott Jones
(530) 891-3000 x131

BACKGROUND:

Bowie, Arneson, Wiles & Giannone has provided Santee School District with excellent legal and consultant services related to property development and bond counsel services. The current general legal services agreement with the firm expires on September 1, 2011. Renewal of the general legal services agreement is presented for Board consideration.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement between Santee School District and Bowie, Arneson, Wiles & Giannone for general legal services.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Legal services will be provided at hourly rates on an as needed basis:

Partners	\$230/hour
Senior Associates	\$200/hour
Associates	\$195/hour
Paralegals	\$ 75/hour

STUDENT ACHIEVEMENT IMPACT:

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

**AGREEMENT BETWEEN
SANTEE SCHOOL DISTRICT AND
BOWIE, ARNESON, WILES & GIANNONE
FOR GENERAL LEGAL SERVICES**

THIS AGREEMENT is made and entered into as of this ___ day of July, 2011, by and between the **SANTEE SCHOOL DISTRICT**, organized and existing under the laws of the State of California, hereinafter referred to as "District," and **BOWIE, ARNESON, WILES & GIANNONE**, Attorneys at Law, whose offices are situated at 4920 Campus Drive, Newport Beach, California, hereinafter referred to as "Attorneys."

RECITALS:

WHEREAS, District desires to retain Attorneys for the purpose of providing legal services ("Legal Services") as requested by District, in its sole discretion, from time to time. The Legal Services pertaining to various matters including, but not limited to, real property matters, financing and other facilities issues; and

WHEREAS, Attorneys desire to be retained for such purposes as herein provided in this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and conditions set forth herein, the parties hereto do mutually agree as follows:

1. District hereby retains Attorneys to provide the herein described Legal Services and Attorneys agree to render and perform such Legal Services.

2. Attorneys agree to confer with the staff of District, give required legal advice and prepare all necessary documents as may be required from time to time relative to the Legal Services requested by District.

3. If requested, Attorneys shall, in conjunction with the staff of District, prepare various informal or formal written reports to the Board of Education of District together with various recommendations in regard to the Legal Services and related matters as well as meet, confer and negotiate with other parties or public agencies on behalf of District. The Legal Services may also include, but not be limited to, the review, preparation and negotiation of written agreements; the making of appearances on behalf of District and the initiation or defense of litigation at the option of District.

4. As payment in full for the Legal Services provided pursuant to this Agreement, Attorneys shall furnish to District a request for payment with such reasonable detail as is requested by District at the conclusion of each billing period during a calendar month. This shall include an itemization by attorney, date and description of work in regard to the Legal Services, whether or not a charge has been made to District for the work reflected as being provided pursuant to the request for Legal Services by the District or its staff. Payment shall be made by

District within 30 days of receipt of the monthly invoice. Attorneys may include interest at the rate of eight percent (8%) per annum on any unpaid balance after forty-five (45) days of receipt of invoice by District.

Legal Services to be provided by Attorneys hereunder shall be billed at the hourly rates as follows:

Partners	\$230.00 per hour
Senior Associates	\$200.00 per hour
Associates	\$195.00 per hour
Paralegals	\$ 75.00 per hour

Commencing with the billings received by District in January of 2012 and annually thereafter, or as otherwise agreed by District, Attorneys may revise such rates and the herein agreed maximum amount for Legal Services in an amount not in excess of five percent (5%) per year subject to the right of District to disapprove such annual adjustment in the thirty (30) days following any such adjustment by Attorneys of those hourly rates.

5. In addition to the foregoing hourly rates for the Legal Services provided by Attorneys, Attorneys shall be reimbursed for out-of-pocket expenses including, but not limited to, telephone, copier, fax, computer-assisted legal research and messenger charges which are incurred in regard to providing the Legal Services to District.

6. This Agreement may be terminated by either Attorneys or District ten (10) calendar days following the date of service of written notice of termination by the terminating party on the non-terminating party. In the event services are terminated, Attorneys shall be compensated for all Legal Services previously rendered to the date of termination at the hourly rates specified in Section 4 of this Agreement. Any notice of termination by Attorneys shall be served upon the District Superintendent on behalf of District. In accordance with the provisions of Education Code Section 17596, unless terminated earlier by the parties, this contract will terminate sixty (60) months from the date of execution.

7. All notices, letters or other communications authorized or required by this Agreement shall be deemed transmitted, served and effective for all purposes on the date they are reduced to writing, deposited in the United States Mail, postage prepaid, and addressed as follows:

a. To District and its Officers:

SANTEE SCHOOL DISTRICT
9625 Cuyamaca Street
Santee, California 92071-2674
Attention: Superintendent

b. To Attorneys:
Bowie, Arneson, Wiles & Giannone
4920 Campus Drive
Newport Beach, California 92660
Attention: Alexander Bowie, Managing Partner

8. Attorneys at all times in the performance of this Agreement are independent contractors and not employees of the District.

9. In accordance with the provisions of the Labor Code Section 3700, Attorneys shall secure the payment of compensation for themselves and their employees.

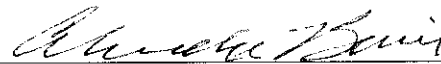
10. District agrees that in the event District is merged or consolidated with another public agency, such successor agency shall assume all obligation for payment of the outstanding unpaid amount of all Legal Services and associated expenses owed Attorneys under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first herein written.

SANTEE SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

BOWIE, ARNESON, WILES & GIANNONE

By: 
Name: Alexander Bowie

Consent Item D.2.5.
Prepared by Karl Christensen
August 2, 2011

Approval of Contract for Asphalt Repaving and
Repairs for District Office Parking Lot with Ramona
Paving

BACKGROUND:

At the March 15, 2011 Board meeting, the Board approved administration to pursue asphalt repairs at the District Office/ERC for an estimated amount of \$80,000. A formal bidding process was done for repairs and overlay. The formal bid ad was posted on June 21, and June 28, 2011. A mandatory project inspection site walk was held on June 30, 2011.

Bids were received on July 14, 2011, and each bid was carefully analyzed. The lowest responsive bid was reviewed and references checked. Upon Board approval, work will begin and be completed in September over a 2-week period doing ½ the lot at a time with limited parking and impacts which cannot be avoided. Overflow parking is available at the Sportsplex, street parking on Riverwalk Drive, Rio Seco School parking lot, and the Maintenance and Operations yard.

BID RESULTS:

COMPANY:	PRICE:
Southland Paving	\$110,104.25
United Paving	\$89,530.00
ACE Inc.	\$84,387.00
Kirk Paving	\$79,773.00
Sealright Paving	\$78,255.80
Century Paving	\$74,225.00
RAP Engineering	\$70,148.00
Ramona Paving	\$69,990.00

RECOMMENDATION:

It is recommended that the Board of Education approve the award of the Asphalt / Paving Project at the District Office/ERC parking lot bid to the lowest responsive bidder, Ramona Paving, in the amount of \$69,990 with a unit cost contingency allowance of \$5,000 for unforeseen soils conditions.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

FISCAL IMPACT:

The total fiscal impact of the bid to the lowest responsive bidder is \$74,990. The project will be funded by routine restricted maintenance.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: [] Second: [] Vote: []

Agenda Item D.2.5

Consent Item D.2.6.
Prepared by Karl Christensen
August 2, 2011

Approval of Ninyo & Moore for Soils and Lab Testing
for the District Office Parking Lot Project

BACKGROUND:

In anticipation of award of repaving and paving repairs at the District Office/ERC parking lot, soils compaction lab services and materials testing are needed. Ninyo & Moore is the current test lab for the modernization projects and using the same lab on other projects will have a cost savings through efficiencies of the same technician staff used in the area.

RECOMMENDATION:

It is recommended that the Board of Education approve Ninyo & Moore as the materials testing lab to provide geotechnical and construction materials testing for the District Office/ERC paving project.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

FISCAL IMPACT:

The fiscal impact is estimated at \$4,450. Final costs are based on actual labor and materials per master contract funded from routine restricted maintenance.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.6.
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April 6, 2011
Proposal No. P-8296A

Mr. Christina Becker
Santee School District
9625 Cuyamaca Street
Santee, California 92071

Subject: Proposal for Compaction Testing Services
Upper Parking Lot Pavement Rehabilitation
Santee School District Offices
9625 Cuyamaca Street, Santee, California

Dear Mr. Becker:

We are pleased to present this proposal to provide compaction testing services for the rehabilitation of the upper parking lot for the Santee School District Offices. This proposal is based on our correspondence with you and Mr. Don Hendrix. This proposal has been prepared without the benefits of project plans or a contractor schedule.

We understand that the project will include the rehabilitation of the existing upper parking lot for the school district offices. The parking lot is approximately 15,000 square feet in area and consists of an asphalt concrete (AC) pavement surface. The current plan for rehabilitation is to primarily include the placement of an AC overlay on top of the existing pavement surface. In addition to the overlay, the digout, removal, and reconstruction of portions of the existing pavement section will occur at the areas that exhibit severe distress features. The rehabilitation project is to occur within a two week window with an estimated 2 to 4 days for the performance of the digouts.

PROPOSED SCOPE OF SERVICES

We propose to provide compaction testing services during project construction. In an effort to reduce project costs, supplier provided values for modified Proctor relationships of aggregate base materials and Hveem density will be used in lieu of laboratory testing by Ninyo & Moore.

We anticipate our scope of services for this project to include the following:

- Performance of field observation and in-place density testing during pavement reconstruction for the digouts and during AC overlay placement.

- Geotechnical laboratory testing of the subgrade soils exposed during the performance of the digouts. The tests to be performed on the subgrade soils will include an evaluation of modified Proctor density/optimum moisture content.
- Engineering consultation and project management, including distribution of test reports and preparation of a compaction report.

FEE ESTIMATE

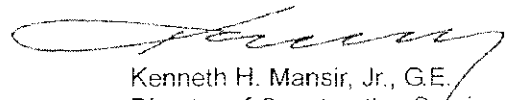
We understand that the project is subject to Prevailing Wage Law. Our services will be provided on a time-and-materials basis accrued in accordance with our current master contract fee schedule. We propose an estimated fee for the geotechnical observation and materials testing services described herein to be approximately \$4,450 (Four Thousand Four Hundred Fifty Dollars). A breakdown of this fee is presented on Table 1.

This fee estimate is based on our assumptions of the anticipated services and project durations. It does not include stand-by time or costs associated with retesting. Our services will depend on the construction schedule and the contractor's operations. It should be noted that the performance of the contractor can substantially effect the duration of our services. Requested engineering and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials, in accordance with current master contract. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE


Jeffrey T. Kent, G.E.
Senior Project Engineer


Kenneth H. Mansir, Jr., G.E.
Director of Construction Services

JTK/KHM/

Attachment: Table 1 – Breakdown of Estimated Fee

9625 Cuyamaca Street
Santee, California

April 6, 2011
Proposal No. P-8296A

TABLE 1 - BREAKDOWN OF ESTIMATED FEE

COMPACTION TESTING SERVICES			
Senior Field/Laboratory Technician	40 hours	@ \$ 77.00 /hour	\$ 3,080.00
Modified Proctor Density (Subgrade Soil)	1 tests	@ \$ 180.00 /test	\$ 180.00
Subtotal			\$ 3,260.00

COORDINATION AND REPORT PREPARATION			
Principal Engineer/Geologist	4 hours	@ \$ 125.00 /hour	\$ 500.00
Senior Project Engineer/Geologist	6 hours	@ \$ 115.00 /hour	\$ 690.00
Subtotal			\$ 1,190.00

TOTAL ESTIMATED FEE			\$ 4,450.00
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Consent Item D.2.7.

Acceptance and Approval of the Storm Water
Management Plan Annual Report

Prepared by Karl Christensen
August 3, 2010

BACKGROUND:

On May 31, 2006, the Board adopted a Storm Water Management Plan (SWMP) for the District. The SWMP identifies the Best Management Practices (BMPs) that are being implemented throughout the District to prevent pollution storm water runoff. The District has made substantial progress in implementing the SWMP. Our progress has included:

- Elimination of non-storm water discharges;
- Improvement of Operations & Maintenance and Bus Maintenance facilities procedures and Comprehensive Site Compliance Evaluation;
- Maintaining Monthly Storm Water Visual Observation;
- Maintaining Quarterly Non-Storm Water Records; and
- Staff attendance at annual SDCOE SWPPS training.

The Annual Report contains information regarding the District's progress with implementation of Best Management Practices and conducting of required testing and observations. The District has no deficiencies in the areas required for reporting.

RECOMMENDATION:

It is recommended that the Board of Education accept and approve the Annual Storm Water Management Plan Report for the 2010-11 School Year.

This item supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

FISCAL IMPACT:

There is no fiscal impact at this time.

STUDENT ACHIEVEMENT IMPACT:

None. This is an environmental compliance and safety item.

Motion

Second:

Vote

Agenda Item D.2.7.

State of California
STATE WATER RESOURCES CONTROL BOARD

2010 2011
ANNUAL REPORT
FOR
STORM WATER DISCHARGES ASSOCIATED
WITH INDUSTRIAL ACTIVITIES

Reporting Period July 1, 2010 through June 30, 2011

An annual report is required to be submitted to your local Regional Water Quality Control Board (Regional Board) by July 1 of each year. This document must be certified and signed, under penalty of perjury, by the appropriate official of your company. Many of the Annual Report questions require an explanation. Please provide explanations on a separate sheet as an attachment. **Retain a copy of the completed Annual Report for your records.**

Please circle or highlight any information contained in Items A, B, and C below that is new or revised so we can update our records. Please remember that a Notice of Termination and new Notice of Intent are required whenever a facility operation is relocated or changes ownership.

If you have any questions, please contact your Regional Board Industrial Storm Water Permit Contact. The names, telephone numbers and e-mail addresses of the Regional Board contacts, as well as the Regional Board office addresses can be found at <http://www.swrcb.ca.gov/stormwtr/contact.html>. To find your Regional Board information, match the first digit of your WDID number with the corresponding number that appears in parenthesis on the first line of each Regional Board office.

GENERAL INFORMATION:

A. Facility Information:

Facility Business Name: Santee Sch Dist Bus Mainten Fac
Physical Address: 9880 Riverwalk Dr
City: Santee
SIC Code(s): 4151-School Buses

Facility WDID No: 9 371017878
Contact Person: Debbie Griffin
e-mail: Debbie.griffin@santeesd.net
CA Zip: 92071 Phone: 619-258-2321

B. Facility Operator Information:

Operator Name: Santee School Dist
Mailing Address: 9625 Cuyamca St
City: Santee

Contact Person: Debbie Griffin
e-mail: Debbie.griffin@santeesd.net
State: CA Zip: 92071 Phone: 619-258-2321

C. Facility Billing Information:

Operator Name: _____
Mailing Address: _____
City: _____

Contact Person: _____
e-mail: _____
State: ___ Zip: _____ Phone: _____

4. For each storm event sampled, did you collect and analyze a sample from each of the facility's storm water discharge locations? YES, go to Item E.6 NO
5. Was sample collection or analysis reduced in accordance with Section B.7.d of the General Permit? YES NO, **attach explanation**
- If "YES", **attach documentation** supporting your determination that two or more drainage areas are substantially identical.
- Date facility's drainage areas were last evaluated 05/04/2011
6. Were all samples collected during the first hour of discharge? YES NO, **attach explanation**
7. Was all storm water sampling preceded by three (3) working days without a storm water discharge? YES NO, **attach explanation**
8. Were there any discharges of stormwater that had been temporarily stored or contained? (such as from a pond) YES NO, go to Item E.10
9. Did you collect and analyze samples of temporarily stored or contained storm water discharges from two storm events? (or one storm event if you checked item D.2.i or iii. above) YES NO, **attach explanation**
10. Section B.5. of the General Permit requires you to analyze storm water samples for pH, Total Suspended Solids (TSS), Specific Conductance (SC), Total Organic Carbon (TOC) or Oil and Grease (O&G), other pollutants likely to be present in storm water discharges in significant quantities, and analytical parameters listed in Table D of the General Permit.
- a. Does Table D contain any additional parameters related to your facility's SIC code(s)? YES NO, Go to Item E.11
- b. Did you analyze all storm water samples for the applicable parameters listed in Table D? YES NO
- c. If you did not analyze all storm water samples for the applicable Table D parameters, check one of the following reasons:
- _____ In prior sampling years, the parameter(s) have not been detected in significant quantities from two consecutive sampling events. **Attach explanation**
- _____ The parameter(s) is not likely to be present in storm water discharges and authorized non-storm water discharges in significant quantities based upon the facility operator's evaluation. **Attach explanation**
- _____ Other. **Attach explanation**
11. For each storm event sampled, attach a copy of the laboratory analytical reports and report the sampling and analysis results using **Form 1** or its equivalent. The following must be provided for each sample collected:
- Date and time of sample collection
 - Name and title of sampler.
 - Parameters tested.
 - Name of analytical testing laboratory.
 - Discharge location identification.
 - Testing results.
 - Test methods used.
 - Test detection limits.
 - Date of testing.
 - Copies of the laboratory analytical results.

F QUARTERLY VISUAL OBSERVATIONS

1 **Authorized Non-Storm Water Discharges**

Section B.3.b of the General Permit requires quarterly visual observations of all authorized non-storm water discharges and their sources.

a. Do authorized non-storm water discharges occur at your facility?

YES NO Go to Item F.2

b. Indicate whether you visually observed all authorized non-storm water discharges and their sources during the quarters when they were discharged. **Attach an explanation for any "NO" answers.** Indicate "N/A" for quarters without any authorized non-storm water discharges.

July -September YES NO N/A October-December YES NO N/A
January-March YES NO N/A April-June YES NO N/A

c. Use **Form 2** to report quarterly visual observations of authorized non-storm water discharges or provide the following information.

- i. name of each authorized non-storm water discharge
- ii. date and time of observation
- iii. source and location of each authorized non-storm water discharge
- iv. characteristics of the discharge at its source and impacted drainage area/discharge location
- v. name, title, and signature of observer
- vi. **any new or revised BMPs necessary to reduce or prevent pollutants in authorized non-storm water discharges.** Provide new or revised BMP implementation date.

2. **Unauthorized Non-Storm Water Discharges**

Section B.3.a of the General Permit requires quarterly visual observations of all drainage areas to detect the presence of unauthorized non-storm water discharges and their sources.

a. Indicate whether you visually observed all drainage areas to detect the presence of unauthorized non-storm water discharges and their sources. **Attach an explanation for any "NO" answers.**

July -September YES NO N/A October-December YES NO N/A
January-March YES NO N/A April-June YES NO N/A

b. Based upon the quarterly visual observations, were any unauthorized non-storm water discharges detected?

YES NO Go to Item F.2.d

c. Have each of the unauthorized non-storm water discharges been eliminated or permitted?

YES NO **Attach explanation**

d. Use **Form 3** to report quarterly unauthorized non-storm water discharge visual observations or provide the following information.

- i. name of each unauthorized non-storm water discharge.
- ii. date and time of observation.
- iii. source and location of each unauthorized non-storm water discharge.
- iv. characteristics of the discharge at its source and impacted drainage area/discharge location.
- v. name, title, and signature of observer.
- vi. **any corrective actions necessary to eliminate the source of each unauthorized non-storm water discharge and to clean impacted drainage areas.** Provide date unauthorized non-storm water discharge(s) was eliminated or scheduled to be eliminated.

G. MONTHLY WET SEASON VISUAL OBSERVATIONS

Section B.4.a of the General Permit requires you to conduct monthly visual observations of storm water discharges at all storm water discharge locations during the wet season. These observations shall occur during the first hour of discharge or, in the case of temporarily stored or contained storm water, at the time of discharge.

1. Indicate below whether monthly visual observations of storm water discharges occurred at all discharge locations. **Attach an explanation for any "NO" answers.** Include in this explanation whether any eligible storm events occurred during scheduled facility operating hours that did not result in a storm water discharge, and provide the date, time, name and title of the person who observed that there was no storm water discharge.

	YES	NO		YES	NO
October	<input type="checkbox"/>	<input checked="" type="checkbox"/>	February	<input type="checkbox"/>	<input checked="" type="checkbox"/>
November	<input checked="" type="checkbox"/>	<input type="checkbox"/>	March	<input type="checkbox"/>	<input checked="" type="checkbox"/>
December	<input type="checkbox"/>	<input checked="" type="checkbox"/>	April	<input type="checkbox"/>	<input checked="" type="checkbox"/>
January	<input type="checkbox"/>	<input checked="" type="checkbox"/>	May	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. Report monthly wet season visual observations using **Form 4** or provide the following information.
- date, time, and location of observation
 - name and title of observer
 - characteristics of the discharge (i.e., odor, color, etc.) and source of any pollutants observed.
 - any** new or revised BMPs necessary to reduce or prevent pollutants in storm water discharges. Provide new or revised BMP implementation date.

ANNUAL COMPREHENSIVE SITE COMPLIANCE EVALUATION (ACSCE)

H. ACSCE CHECKLIST

Section A.9 of the General Permit requires the facility operator to conduct one ACSCE in each reporting period (July 1- June 30). Evaluations must be conducted within 8-16 months of each other. The SWPPP and monitoring program shall be revised and implemented, as necessary, within 90 days of the evaluation. The checklist below includes the minimum steps necessary to complete a ACSCE. Indicate whether you have performed each step below. **Attach an explanation for any "NO" answers.**

1. Have you inspected all potential pollutant sources and industrial activities areas? YES NO
The following areas should be inspected:

- areas where spills and leaks have occurred during the last year.
- outdoor wash and rinse areas.
- process/manufacturing areas.
- loading, unloading, and transfer areas.
- waste storage/disposal areas.
- dust/particulate generating areas.
- erosion areas.
- building repair, remodeling, and construction
- material storage areas
- vehicle/equipment storage areas
- truck parking and access areas
- rooftop equipment areas
- vehicle fueling/maintenance areas
- non-storm water discharge generating areas

2. Have you reviewed your SWPPP to assure that its BMPs address existing potential pollutant sources and industrial activities areas? YES NO

3. Have you inspected the entire facility to verify that the SWPPP's site map, is up-to-date? The following site map items should be verified: YES NO

- facility boundaries
- outline of all storm water drainage areas
- areas impacted by run-on
- storm water discharges locations
- storm water collection and conveyance system
- structural control measures such as catch basins, berms, containment areas, oil/water separators, etc.

4. Have you reviewed all General Permit compliance records generated since the last annual evaluation? YES NO

The following records should be reviewed:

- quarterly authorized non-storm water discharge visual observations
- monthly storm water discharge visual observation
- records of spills/leaks and associated clean-up/response activities
- quarterly unauthorized non-storm water discharge visual observations
- Sampling and Analysis records
- preventative maintenance inspection and maintenance records

5. Have you reviewed the major elements of the SWPPP to assure compliance with the General Permit? YES NO

The following SWPPP items should be reviewed:

- pollution prevention team
- list of significant materials
- description of potential pollutant sources
- assessment of potential pollutant sources
- identification and description of the BMPs to be implemented for each potential pollutant source

6. Have you reviewed your SWPPP to assure that a) the BMPs are adequate in reducing or preventing pollutants in storm water discharges and authorized non-storm water discharges, and b) the BMPs are being implemented? YES NO

The following BMP categories should be reviewed:

- good housekeeping practices
- spill response
- employee training
- erosion control
- quality assurance
- preventative maintenance
- material handling and storage practices
- waste handling/storage
- structural BMPs

7. Has all material handling equipment and equipment needed to implement the SWPPP been inspected? YES NO

I. ACSCE EVALUATION REPORT

The facility operator is required to provide an evaluation report that includes:

- identification of personnel performing the evaluation
- the date(s) of the evaluation
- necessary SWPPP revisions
- schedule for implementing SWPPP revisions
- any incidents of non-compliance and the corrective actions taken.

Use **Form 5** to report the results of your evaluation or develop an equivalent form.

J. ACSCE CERTIFICATION

The facility operator is required to certify compliance with the Industrial Activities Storm Water General Permit. To certify compliance, both the SWPPP and Monitoring Program must be up to date and be fully implemented.

Based upon your ACSCE, do you certify compliance with the Industrial Activities Storm Water General Permit? YES NO

If you answered "NO" **attach an explanation** to the ACSCE Evaluation Report why you are not in compliance with the Industrial Activities Storm Water General Permit

ATTACHMENT SUMMARY

Answer the questions below to help you determine what should be attached to this annual report. Answer NA (Not Applicable) to questions 2-4 if you are not required to provide those attachments.

- 1. Have you attached Forms 1,2,3,4, and 5 or their equivalent? YES (Mandatory)

- 2. If you conducted sampling and analysis, have you attached the laboratory analytical reports? YES NO NA

- 3. If you checked box II, III, IV, or V in Item D.2 of this Annual Report, have you attached the first page of the appropriate certifications? YES NO NA

- 4. Have you attached an explanation for each "NO" answer in items E.1, E.2, E.5-E.7, E.9, E.10.c, F.1.b, F.2.a, F.2.c, G.1, H.1-H.7, or J? YES NO NA

ANNUAL REPORT CERTIFICATION

I am duly authorized to sign reports required by the INDUSTRIAL ACTIVITIES STORM WATER GENERAL PERMIT (see Standard Provision C.9) and I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those person directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed Name: _____

Signature: _____ Date: _____

Title: _____

ANNUAL REPORT

DESCRIPTION OF BASIC ANALYTICAL PARAMETERS

The Industrial Activities Storm Water General Permit (General Permit) requires you to analyze storm water samples for at least four parameters. These are pH, Total Suspended Solids (TSS), Specific Conductance (SC), and Total Organic Carbon (TOC). Oil and Grease (O&G) may be substituted for TOC. In addition, you must monitor for any other pollutants which you believe to be present in your storm water discharge as a result of industrial activity and analytical parameters listed in Table D of the General Permit. There are no numeric limitations for the parameters you test for.

The four parameters which the General Permit requires to be tested are considered *indicator* parameters. In other words, regardless of what type of facility you operate, these parameters are nonspecific and general enough to usually provide some indication whether pollutants are present in your storm water discharge. The following briefly explains what each of these parameters mean:

pH is a numeric measure of the hydrogen-ion concentration. The neutral, or acceptable, range is within 6.5 to 8.5. At values less than 6.5, the water is considered acidic; above 8.5 it is considered alkaline or basic. An example of an acidic substance is vinegar, and an alkaline or basic substance is liquid antacid. Pure rainfall tends to have a pH of a little less than 7. There may be sources of materials or industrial activities which could increase or decrease the pH of your storm water discharge. If the pH levels of your storm water discharge are high or low, you should conduct a thorough evaluation of all potential pollutant sources at your site.

Total Suspended Solids (TSS) is a measure of the undissolved solids that are present in your storm water discharge. Sources of TSS include sediment from erosion of exposed land, and dirt from impervious (i.e. paved) areas. Sediment by itself can be very toxic to aquatic life because it covers feeding and breeding grounds, and can smother organisms living on the bottom of a water body. Toxic chemicals and other pollutants also adhere to sediment particles. This provides a medium by which toxic or other pollutants end up in our water ways and ultimately in human and aquatic life. TSS levels vary in runoff from undisturbed land. It has been shown that TSS levels increase significantly due to land development.

Specific Conductance (SC) is a numerical expression of the ability of the water to carry an electric current. SC can be used to assess the degree of mineralization, salinity, or estimate the total dissolved solids concentration of a water sample. Because of air pollution, most rain water has a SC a little above zero. A high SC could affect the usability of waters for drinking, irrigation, and other commercial or industrial use.

Total Organic Carbon (TOC) is a measure of the total organic matter present in water. (All organic matter contains carbon) This test is sensitive and able to detect small concentrations of organic matter. Organic matter is naturally occurring in animals, plants, and man. Organic matter may also be man made (so called synthetic organics). Synthetic organics include pesticides, fuels, solvents, and paints. Natural organic matter utilizes the oxygen in a receiving water to biodegrade. Too much organic matter could place a significant oxygen demand on the water, and possibly impact its quality. Synthetic organics either do not biodegrade or biodegrade very slowly. Synthetic organics are a source of toxic chemicals that can have adverse effects at very low concentrations. Some of these chemicals bioaccumulate in aquatic life. If your levels of TOC are high, you should evaluate all sources of natural or synthetic organics you may use at your site.

Oil and Grease (O&G) is a measure of the amount of oil and grease present in your storm water discharge. At very low concentrations, O&G can cause a sheen (that floating "rainbow") on the surface of water (1 qt. of oil can pollute 250,000 gallons of water). O&G can adversely affect aquatic life and create unsightly floating material and film on water, thus making it undrinkable. Sources of O&G include maintenance shops, vehicles, machines and roadways.

If you have any questions regarding whether or not your constituent concentrations are too high, please contact your local Regional Board office. The United States Environmental Protection Agency (USEPA) has published stormwater discharge benchmarks for a number of parameters. These benchmarks may be helpful when evaluating whether additional BMPs are appropriate. These benchmarks can be accessed at our website at <http://www.swrcb.ca.gov>. It is contained in the Sampling and Analysis Reduction Certification.

See Storm Water Contacts at

<http://www.waterboards.ca.gov/stormwtr/contact.html>

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FORM 1 - SAMPLING & ANALYSIS RESULTS

Monitoring Location	Sample Date / Time	Discharge Time	Sample Collector Name, Title	Parameter	Result	Units	Analytical Method	Method Detection Limit	Analyzed By
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	Cadmium, Total	10	ug/L		10	LAB
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	Copper, Total	50	ug/L	E200.8	50	LAB
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	Lead, Total	10	ug/L	E200.8	10	LAB
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	Nickel, Total	50	ug/L		50	LAB
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	Zinc, Total	120	ug/L	E200.8	50	LAB
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	Electrical Conductivity @ 25 Deg. C	85	umhos/cm	A2510B	1	LAB
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	Methylene Blue Active Substances (MBAS)	0.5	mg/L		0.5	LAB
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	Oil and Grease	5	mg/L	E1664A	5	LAB
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	pH	7.07	SU	A4500HB	0.1	LAB
001	11/08/2010 08:30	08:02	Debbie Griffin, Director of Transportation	Total Suspended Solids (TSS)	21	mg/L	A2540D	20	LAB

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**FORM 2 - QUARTERLY VISUAL OBSERVATIONS OF AUTHORIZED
NON-STORM WATER DISCHARGES (NSWDs)**

Quarter	Date/Time(HH:MM)	Observer Name	Observer Title	Any Authorized NSWDs This Quarter?
July - Sept				

Source and Location of Authorized NSWD	Name of Authorized NSWD	Authorized NSWD Characteristics at Source	Authorized NSWD Characteristics at Drainage Area and Discharge Location	Revised or New BMPs Description and Implementation Date

Quarter	Date/Time(HH:MM)	Observer Name	Observer Title	Any Authorized NSWDs This Quarter?
Oct - Dec				

Source and Location of Authorized NSWD	Name of Authorized NSWD	Authorized NSWD Characteristics at Source	Authorized NSWD Characteristics at Drainage Area and Discharge Location	Revised or New BMPs Description and Implementation Date

Source and Location of Authorized NSWD	Name of Authorized NSWD	Authorized NSWD Characteristics at Source	Authorized NSWD Characteristics at Drainage Area and Discharge Location	Revised or New BMPs Description and Implementation Date

Quarter	Date/Time(HH:MM)	Observer Name	Observer Title	Any Authorized NSWDs This Quarter?
Apr - Jun				

Source and Location of Authorized NSWD	Name of Authorized NSWD	Authorized NSWD Characteristics at Source	Authorized NSWD Characteristics at Drainage Area and Discharge Location	Revised or New BMPs Description and Implementation Date

ANNUAL REPORT

**FORM 3 - QUARTERLY VISUAL OBSERVATIONS OF UNAUTHORIZED
NON-STORM WATER DISCHARGES (NSWDs)**

Quarter	Date/Time(HH:MM)	Observer Name	Observer Title	Unauthorized NSWDs Observed?	Indications of Prior Unauthorized NSWDs?
July - Sept	09/27/2010 09:30	Debbie Griffin	Director of Transportation	No	No

Source and Location of Unauthorized NSWD	Name of Unauthorized NSWD	Unauthorized NSWD Characteristics at Source	Unauthorized NSWD Characteristics at Drainage Area and Discharge Location	Corrective Actions to Eliminate Unauthorized NSWD and Elimination Date

Quarter	Date/Time(HH:MM)	Observer Name	Observer Title	Unauthorized NSWDs Observed?	Indications of Prior Unauthorized NSWDs?
Oct - Dec	10/29/2010 09:30	Debbie Griffin	Director of Transportation	No	No

Source and Location of Unauthorized NSWD	Name of Unauthorized NSWD	Unauthorized NSWD Characteristics at Source	Unauthorized NSWD Characteristics at Drainage Area and Discharge Location	Corrective Actions to Eliminate Unauthorized NSWD and Elimination Date

Quarter	Date/Time(HH:MM)	Observer Name	Observer Title	Unauthorized NSWDs Observed?	Indications of Prior Unauthorized NSWDs?
Jan - Mar	02/18/2011 09:45	Debbie Griffin	Director of Transportation	No	No

Source and Location of Unauthorized NSWD	Name of Unauthorized NSWD	Unauthorized NSWD Characteristics at Source	Unauthorized NSWD Characteristics at Drainage Area and Discharge Location	Corrective Actions to Eliminate Unauthorized NSWD and Elimination Date

Quarter	Date/Time(HH:MM)	Observer Name	Observer Title	Unauthorized NSWDs Observed?	Indications of Prior Unauthorized NSWDs?
Apr - Jun	05/23/2011 11:45	Debbie Griffin	Director of Transportation	No	No

Source and Location of Unauthorized NSWD	Name of Unauthorized NSWD	Unauthorized NSWD Characteristics at Source	Unauthorized NSWD Characteristics at Drainage Area and Discharge Location	Corrective Actions to Eliminate Unauthorized NSWD and Elimination Date

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ANNUAL REPORT

**FORM 4 - MONTHLY VISUAL OBSERVATIONS OF
STORM WATER DISCHARGES**

Observation Date:		10/29/2010 00:00		Observer Name:		Debbie Griffin		Observer Title:		Director of Transportation
Location Description	Observation Time	Time Discharge Began	Were Pollutants Observed?	Drainage Area Description	Describe Storm Water Discharge Characteristics	Identify and Describe Source(s) of Pollutants	Describe any Revised or New BMPs and Their Date of Implementation			
Drainage Location1	001	00:00	00:00	No						
Drainage Location2	002	00:00	00:00	No						
Observation Date:		11/18/2010 00:00		Observer Name:		Debbie Griffin		Observer Title:		Director of Transportation
Location Description	Observation Time	Time Discharge Began	Were Pollutants Observed?	Drainage Area Description	Describe Storm Water Discharge Characteristics	Identify and Describe Source(s) of Pollutants	Describe any Revised or New BMPs and Their Date of Implementation			
Drainage Location1	001	08:20	08:05	No						
Drainage Location2	002	08:20	08:05	No						
Observation Date:		12/04/2010 00:00		Observer Name:		Debbie Griffin		Observer Title:		Director of Transportation
Location Description	Observation Time	Time Discharge Began	Were Pollutants Observed?	Drainage Area Description	Describe Storm Water Discharge Characteristics	Identify and Describe Source(s) of Pollutants	Describe any Revised or New BMPs and Their Date of Implementation			
Drainage Location1	001	00:00	00:00	No						
Drainage Location2	002	00:00	00:00	No						
Observation Date:		01/31/2011 00:00		Observer Name:		Debbie Griffin		Observer Title:		Director of Transportation
Location Description	Observation Time	Time Discharge Began	Were Pollutants Observed?	Drainage Area Description	Describe Storm Water Discharge Characteristics	Identify and Describe Source(s) of Pollutants	Describe any Revised or New BMPs and Their Date of Implementation			
Drainage Location1	001	00:00	00:00	No						
Drainage Location2	002	00:00	00:00	No						
Observation Date:		02/28/2011 00:00		Observer Name:		Debbie Griffin		Observer Title:		Director of Transportation
Location Description	Observation Time	Time Discharge Began	Were Pollutants Observed?	Drainage Area Description	Describe Storm Water Discharge Characteristics	Identify and Describe Source(s) of Pollutants	Describe any Revised or New BMPs and Their Date of Implementation			
Drainage Location1	001	00:00	00:00	No						
Drainage Location2	002	00:00	00:00	No						
Observation Date:		03/31/2011 00:00		Observer Name:		Debbie Griffin		Observer Title:		Director of Transportation

	Location Description	Observation Time	Time Discharge Began	Were Pollutants Observed?	Drainage Area Description	Describe Storm Water Discharge Characteristics	Identify and Describe Source(s) of Pollutants	Describe any Revised or New BMPs and Their Date of Implementation
Drainage Location1	001	00:00	00:00	No				
Drainage Location2	002	00:00	00:00	No				
Observation Date:		04/29/2011 00:00		Observer Name:		Debbie Griffin		Observer Title: Director of Transportation
	Location Description	Observation Time	Time Discharge Began	Were Pollutants Observed?	Drainage Area Description	Describe Storm Water Discharge Characteristics	Identify and Describe Source(s) of Pollutants	Describe any Revised or New BMPs and Their Date of Implementation
Drainage Location1	001	00:00	00:00	No				
Drainage Location2	002	00:00	00:00	No				
Observation Date:		05/31/2011 00:00		Observer Name:		Debbie Griffin		Observer Title: Director of Transportation
	Location Description	Observation Time	Time Discharge Began	Were Pollutants Observed?	Drainage Area Description	Describe Storm Water Discharge Characteristics	Identify and Describe Source(s) of Pollutants	Describe any Revised or New BMPs and Their Date of Implementation
Drainage Location1	001	00:00	00:00	No				
Drainage Location2	002	00:00	00:00	No				

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FORM 5 - ANNUAL COMPREHENSIVE SITE COMPLIANCE EVALUATION
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY BMP STATUS

Evaluation Date: 05/04/2011		Inspector Name: Debbie Griffin		Title: Director of Transportation	
Potential Pollutant Source/Industrial Activity Area	Are any BMPs Not Fully Implemented?	Are Additional/Revised BMPs Necessary?	Deficiencies in BMPs or BMP Implementation	Additional/Revised BMPs or Corrective Actions and their date(s) of Implementation	
Entire site	No	No	No deficiencies	Not applicable	

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ANNUAL REPORT

EXPLANATIONS SPECIFIED FOR VARIOUS YES/NO QUESTIONS IN THE REPORT

Explanation Question	Explanation Text
E1	District is exempt from sampling more than one storm event. Participating in an Approved Group Monitoring Program.
G .October	No qualifying storm events occurred this month.
G .December	No qualifying storm events occurred this month.
G .January	No qualifying storm events occurred this month.
G .February	No qualifying storm events occurred this month.
G .March	No qualifying storm events occurred this month.
G .April	No qualifying storm events occurred this month.
G .May	No qualifying storm events occurred this month.

Attachments:

Attachment Title	Description	Date Uploaded	Attachment Type	Doc Part No/Total Parts
Annual Report Addendum	Addresses missing data from electronic Annual Report due to technical issues on the SMARTS website	07/01/2011	Annual Report Support Document	1/4
Storm Water Sample Results	Analytical results for sample collected November 8, 2010.	07/01/2011	Laboratory Results	2/4
Quarterly and Monthly Observation Records	Quarterly Non-Storm Water and Monthly Storm Water Visual Observation Records	07/01/2011	Laboratory Results	3/4
Signed ACSCE	Annual Comprehensive Site Compliance Evaluation	07/01/2011	Annual Report Support Document	4/4

BACKGROUND:

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

Administration recommends that miscellaneous unusable and/or obsolete property such as a broken golf cart, old furniture, water damaged electrical panels, unusable Child Nutrition Services equipment and appliances, and computers, etc., be declared surplus, disposed of and/or sold. Without Santee School, or the Archives building, there is no available storage areas for staging such items and all cargo containers are full.

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

It is estimated that the surplus sale/disposal of miscellaneous unusable and/or obsolete property will net the District approximately \$2,000. The exact amount is unknown.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____ Agenda Item E.2.8.

Consent Item D.3.1.
Prepared by Karl Christensen
August 2, 2011

Approval/Ratification of Consultant Services
for Storm Water Permits for Hill Creek
Construction with Webb Cleff Architecture
And Engineering, Inc.

BACKGROUND:

The District previously had storm water pollution prevention permits with the State Water Resources Control Board for the Hill Creek modernization construction. The parking lot expansion was scheduled over the summer months only and would have been completed before the rainy season. As a result, it was exempt and grandfathered under the old regulations. Since the 10-classroom addition and the childcare relocatables were added to the scope of construction of the school, the old grandfathered permit cannot cover this additional scope and land disturbances into the rainy season. Per the new regulations, new Storm Water Permit documents and testing and civil engineering is mandated.

RECOMMENDATION:

It is recommended that the Board of Education approve and ratify consultant services for storm water services and administration as required by new Storm Water regulations utilizing Webb Cleff Architecture and Engineering, Inc. per attached proposal of \$5,800.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

FISCAL IMPACT:

The fiscal impact of consultant services per proposal of \$5,800 will be funded by the Capital Improvement Program budget.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____ Agenda D.3.1.



187 Calle Magdalena, No. 201
Encinitas, CA 92024
760.415.8801

July 13, 2011

Santee School District
9625 Cuyamaca St
Santee, CA 92071

Attn: Christina Becker, Director of Facilities

Re: Hill Creek SWPPP

Dear Ms. Becker:

Per your request we are proposing to complete the following scope of work for Hill Creek School:

General Construction Permit (GCP) Documents:

- 1) Erosion and Sedimentation Control Plan
- 2) Notice of Intent
- 3) Risk Assessment
- 4) File GCP documents with State Water Quality Board
- 5) Updated Stormwater Pollution Prevention Plan

Item 1-4: \$2200

Item 5: \$3600

The above scope of work will be in conformance with the California State Water Board Requirements.

We thank you for the continuing opportunity to serve the Santee School District.

Sincerely,

Debra Vaughan-Cleff, P.E.
President

Consent Item D.3.2.
Prepared by Karl Christensen
August 2, 2011

Approval/Ratification of Materials Testing
Extra Services for the Water Damaged
Electrical Panels for the Hill Creek and Chet F.
Harritt Modernizations

BACKGROUND:

Ninyo & Moore, our school modernization construction materials testing lab, did extra services for the water damaged electrical panels purchased in 2009 and stored at Hill Creek and Chet F. Harritt. Damage was most likely due to this winter's storm in December infiltrating the storage containers.

RECOMMENDATION:

It is recommended that the Board of Education approve and ratify additional materials testing services of \$4,500 for the water damaged electrical panels for Hill Creek and Chet F. Harritt Modernizations.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact for the additional materials testing cost is \$4,500 which will be funded through the Capital Improvement Program budget. The District is pursuing coverage of all costs associated with this damage through its insurance programs. Insurance coverage is uncertain at this time.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.2.
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July 13, 2011
Project Nos. 106110003 and 106115004

Ms. Christina Becker
Santee School District
9625 Cuyamaca Street
Santee, California 92071

Subject: Electrical Panelboard Testing
Hill Creek and Chet Harritt School Modernization Projects
Santee, California

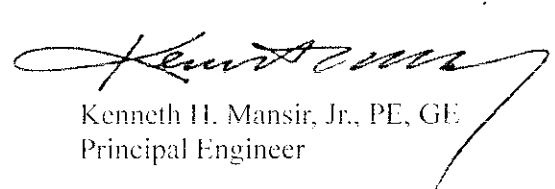
Dear Ms. Becker:

In accordance with your request, testing of electrical panelboards for the two subject modernization projects has been performed. Based on discussions with Mr. Don Hendrix, there was a concern that 25 electrical panelboards for the Hill Creek School and 25 electrical panelboards for the Chet Harritt School may have been adversely affected by moisture during storage at the sites. Accordingly, we were requested to perform testing on five representative electrical panelboards from the Hill Creek School and five representative electrical panelboards from the Chet Harritt.

The representative panelboards were transported by Ninyo & Moore personnel to an independent testing firm, Electrical Reliability Services, for testing purposes. Attachment A includes a copy of the report prepared by Electrical Reliability Services. The report presents the methodology for the testing, the test results, and their conclusions regarding the suitability for usage of the tested panelboards. The report recommends that the tested electrical panelboards and associated circuit breakers be replaced.

Respectfully submitted,
NINYO & MOORE


Jeffrey T. Kent, PE, GE
Senior Project Engineer


Kenneth H. Mansir, Jr., PE, GE
Principal Engineer

JTK/KHIM/gg

Attachment: Attachment A – Report by Electrical Reliability Services dated July 5, 2011

Distribution: (1) Addressee

Consent Item D.3.3.
Prepared by Karl Christensen
August 2, 2011

Approval/Ratification of Contract Amendment with
Lightfoot Planning Group for Extra Services
on the Chet F. Harritt Ball Field Project

BACKGROUND:

On June 17, 2008, the Board approved a contract with Lightfoot Planning Group as a landscape architect for athletic field projects at Chet F. Harritt School. The contract has been amended several times with change orders. This change order #5 for extra services of the Lightfoot Planning Group is for additional construction administration for phased work, relocation of the sound wall and dugout, and modification of the path of travel with DSA processing.

RECOMMENDATION:

It is recommended that the Board of Education approve and ratify additional engineering and services of \$6,650 with Lightfoot Planning Group for the Chet F. Harritt Ball Field Project.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.

FISCAL IMPACT:

The fiscal impact for the engineering cost is \$6,650 bringing the total contract price, with previous amendments, to \$272,870. These extra services are to be funded through the Capital Improvement Program budget.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion.		Second.		Vote.		Agenda Item D.3.3.
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Chet Harritt Elementary Athletic Field Renovation

Change Order #06 - Design Services for:

District directed alignment change of project sound wall and work affected by alignment change.

Scope of Work

1. Coordination review and site reconnaissance w/owner and contractor for staking alignment/layout change of sound wall and impacts to access and field design. Change original DSA approved horizontal control and grading adjustment in the area adjacent and including the project sound wall.

Staff time: 4 \$95/hr.
4 \$75/hr.

2. Coordinate layout alignment changes to sound wall with design team and contractor. Perform additional 6 hours of project design and construction administration.

Staff time: 6 \$95/hr

3. Prepare design revisions to baseball fields, dugouts, fencing, furnishings and softscape to facilitate required code clearances of path-of-travel due to revised sound wall location.

Staff time: 6 \$95/hr.
10 \$75/hr.

4. Prepare revised sheets G-0.0,A-1.0, L-1.1, L-1.3 and selected details on L-2.2, L-2.3 and L-2.6 for separate FCD submittal and processing for DSA review and approval.

Staff time: 6 \$95/hr.
16 \$75/hr.

5. Prepare and issue construction directives, confirmations and ASI bulletins to construction team delineating necessary wall and field modifications for contractor direction. Respond to contractor RFI.

Staff time: 8 \$95/hr.
12 \$75/hr.

6. Coordinate project work, and services contract of subconsultants.

Staff time: 8 \$95/hr.

Exclusions:

Additional site surveys

Preparation of revised civil and structural sheets related to wall adjustment and realignment and height.

Total fees: \$6650

Consent Item D.4.1.

Approval of Memorandum of Agreement with the County of San Diego for a Tdap Immunization Clinic in the Santee School District

Prepared by Kristin Baranski
August 2, 2011

BACKGROUND

As of July 1, 2011, a new law, AB 354, changes California immunization requirements for all students entering 7th-12th. This law requires all students entering into 7th – 12th grades to provide proof of an adolescent pertussis (whooping cough) booster shot, Tdap, before attending on the first day of school, September 6, 2011. Recently, the State Senate and Assembly passed an extension allowing for 30 days from the first day of school for the required proof of immunization to be received by the school, providing parents more time to show their child's proof of Tdap immunization.

Santee School District staff has been communicating this requirement through letters home to parents, School Messenger, and phone calls to individual families. As of the end of July, 46% of families have not provided proof of the Tdap immunization for students entering grades 7 – 8 in Santee School District.

In an effort to support Santee School District families, particularly those who do not have health insurance, the County of San Diego Health and Human Services would like to provide up to 100 Santee School District children entering grades 7 or 8 with a free Tdap immunization on Friday, August 26, 2011 from 1 – 5 p.m. at the Santee School District Educational Resource Center. The attached Memorandum of Agreement outlines the responsibilities of the County of San Diego and the school district.

Some of the responsibilities, as outlined fully in the MOA, associated with the County of San Diego include:

- Identify vaccinators who will provide consent forms to be signed by parent or guardian, storage and handling of vaccine, ensure that vaccination medical screen eligibility has been met, provide all vaccine supplies, provide a phone number for parents to call and remove all vaccine administration supplies from the premises when the clinic is finished.
- Coordinate with District and vaccinators to assure that Federal and State reporting requirements for tracking doses administered are followed and enter data in the San Diego Regional Immunization Registry (SDIR).
- Provide information to the District about Tdap vaccine for distribution to families.

Some of the responsibilities, as outlined fully in the MOA, associated with Santee School District include:

- Distribute vaccine information and letters to parents/guardians.
- Assist in promotion of clinic.

- Provide appropriate room for clinic.
- Assist with the clinic flow and escorting students to and from the vaccination area.
- Require parents/guardians be present at the time of the clinic to sign consent forms.
- Have translators available for primary languages spoken by the families.
- Answer questions from parents about the Tdap vaccination clinic and/or refer questions to County, if needed.

Letters will first be sent to the families of 7th and 8th grade students still requiring proof of Tdap vaccination, based on socio-economic need. Parents will need to reply by August 12 to reserve a spot at the clinic. If space is still available after August 12, the clinic will then be open to all Santee School District 7th and 8th students still needing the vaccination. Parents will be notified by School Messenger.

RECOMMENDATION

Administration recommends approval of Memorandum of Agreement with the County of San Diego for a Tdap Clinic in Santee School District.

This recommendation supports the following District goal:

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

FISCAL IMPACT

The County of San Diego will be providing up to 100 vaccinations free-of-charge to students in Santee School District. Custodial services and set-up procedures will be provided by a current school district employee and will not incur any additional costs.

STUDENT ACHIEVEMENT IMPACT:

All studies show an increase in student achievement when children attend school daily and are healthy and ready to learn. According to the San Diego County Public Health Services Division, immunization is the best way to protect against whooping cough.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (“MOA”) is made by and among County of San Diego Health and Human Services Agency (“County”) and Santee School District (“District”). The parties to this MOA may be referred to herein collectively as the “parties” or individually as a “party.”

Recitals

The County provides public health and prevention services to its clients, and seeks to expand access to pertussis (whooping cough) vaccine booster, also known as **Tdap**, to support implementation of AB 354 passed into California law and effective July 1, 2011.

AB 354 requires all students entering 7th through 12th grades to provide documentation that they have received a Tdap vaccination before attending school after July 1, 2011. Pertussis is a very contagious respiratory disease that can be severe and last for months. The immunity received from either early childhood immunization or pertussis disease wears off over time, leaving older students and adults susceptible again to pertussis. Immunization with Tdap can protect students, schools and communities against pertussis.

District provides education services to its clients, and seeks to work in partnership with the County to protect the health of its students, faculty and staff members.

A limited supply of free vaccine is available from County. Participating schools have been selected by County regions based on knowledge of populations with financial and/or transportation barriers to obtaining healthcare services, including immunizations.

District will continue to urge students and families to seek Tdap vaccine and appropriate documentation from their regular medical care providers.

There will be no cost to clients for the provision of services outlined in this agreement.

The parties desire to plan and conduct School-Located Vaccination (SLV) Tdap vaccination clinics targeting students in 7th through 12th grades enrolled in school.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative should be sent to each party as follows:

<p><u>County of San Diego</u> Mark Lindstrom, Administrative Analyst III Epidemiology and Immunization Services Branch Public Health Services (619) 692-6613 mark.lindstrom@sdcounty.ca.gov 3851 Rosecrans Street, Ste. 704 San Diego, CA 92110</p>	<p><u>SANTEE SCHOOL DISTRICT</u> Karl Christensen Asst. Superintendent, Business Services Karl.Christensen@santeesd.net 9625 Cuyamaca Street, Santee, CA 92071 (619) 258-2320</p> <p>Kristin Baranski Director II, Educational Services Kristin.Baranski@santeesd.net 9619 Cuyamaca Street, Santee, CA 92071 (619) 258-2351</p>
--	---

2. Parties' Responsibilities

2.1. County of San Diego

2.1.1. County will identify vaccinators and coordinate with District to schedule vaccinators for vaccine clinics. Vaccinators may include commercial vaccinators procured and paid by the California Department of Public Health (CDPH). Vaccinators will provide consent form to be signed by parent or guardian of each student receiving vaccine; storage and handling of vaccine; copies of Vaccine Information Statement (VIS) for persons vaccinated; ensuring that vaccination medical screening eligibility has been met and evaluating persons for illness when they present to the clinic for vaccination; provide all vaccine supplies (needles, syringes, alcohol swabs, gloves, sharps container); and basic emergency kit. Vaccinator will provide a phone number for parents/guardians to call if there are questions or for reporting adverse events within 24 hours. Vaccinators will be responsible to remove all vaccine administration supplies or biologicals from the school premises when the clinic is finished.

2.1.2. County will work with District to schedule clinics to the extent that vaccinator and vaccine resources are available.

2.1.3. County will coordinate with District and vaccinators to assure that Federal and State reporting requirements for tracking doses administered are followed to maintain appropriate accountability of the vaccine. Data will be entered in San Diego Regional Immunization Registry (SDIR) by County.

2.1.4. County will provide information to District about Tdap vaccine for distribution to students, families and staff as requested.

2.2. SANTEE SCHOOL DISTRICT

2.2.1. District shall work with County to determine schedule for holding the SLV clinic(s).

2.2.2. District shall distribute vaccine information, letters to parents/guardians, and other materials as agreed upon by County and District.

- 2.2.3. District shall assist County in promotion of the clinics.
- 2.2.4. District shall make appropriate room available that is accessible to restroom with sink.
- 2.2.5. District shall provide tables and chairs, custodial service before and after the vaccination clinic, and security.
- 2.2.6. District shall assist with clinic flow and escorting students to and from the vaccination site as needed.
- 2.2.7. District shall require that parents/guardians of students be present at the time of the clinic to sign the consent form.
- 2.2.8. District shall have translators available during the vaccination clinic for primary languages spoken by families in the district. Consent form will be available in English and Spanish languages only.
- 2.2.9. District shall answer questions from parents about the Tdap vaccination clinics and/or refer questions to County if needed.

3. **Indemnity and Insurance**

- 3.1. **Indemnity:** County shall not be liable for, and District shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this MOA and arising either directly or indirectly from any act, error, omission or negligence of District or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. District shall have no obligation, however, to defend or indemnify County Parties from a Claim that was caused by the active, gross or sole negligence or willful misconduct of County Parties.

District shall not be liable for, and County shall defend and indemnify District and the employees and agents of District (collectively "District Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this MOA and arising either directly or indirectly from any act, error, omission or negligence of County or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. County shall have no obligation, however, to defend or indemnify District Parties from a Claim that was caused by the active, gross or sole negligence or willful misconduct of District Parties.

- 3.2. **Insurance:** Prior to execution of this MOA, District must obtain at its own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, the insurance specified in Exhibit "A," attached hereto.

3.3. **County Insurance:** County utilizes a program of self-funding with respect to any liability it may incur for personal injury or property damage. County is self-funded for workers compensation. Upon request, County can provide Statement of coverage providing evidence of its self-funded liability program.

4. **Conformance With Rules And Regulations:** District and County shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. District shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

5. **Permits and Licenses:** District certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

County certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the District, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The District reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

6. **Confidentiality:** County and District agree to maintain confidentiality, and take industry appropriate and legally required measures, to protect any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. County and District agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations. The County reserves the right to access all records and information regarding the project and confidentiality provisions shall not be a barrier to County's access. District shall limit the transfer of program information in any format.

7. **Governing Law:** This MOA shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any applicable federal laws.

8. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of the County and District. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.

9. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by each party's administrative.

10. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This MOA represents the full and entire agreement between the parties and supercedes any prior written or oral agreements that may have existed.
12. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.
13. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA and be in force until September 30, 2011.
14. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.
15. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

Dated: _____

County of San Diego,
Health & Human Services Agency

By: _____

NICK MACCHIONE, MS, MPH, FACHE
Director

Dated: _____

SANTEE SCHOOL DISTRICT

By: _____

KARL CHRISTENSEN
Asst. Superintendent, Business Services

Exhibit "A"

District shall maintain insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A-, VII or a company of equal financial stability approved in writing by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance insuring District against liability for bodily injury, personal injury or property damage arising out of or in connection with the District's performance of work or service under this MOA of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the policy.
- b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease.
- c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.
- d. Certificates of insurance provided by District must evidence that the insurer providing the policy will give County 30 days' written notice, at Immunization Branch, 3851 Rosecrans Street, Ste. 704, San Diego, CA 92110, in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance.

The County of San Diego shall retain the right to review the coverage, form and amount of insurance required herein and may require District to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County requirements shall be reasonable. County retains the right to demand a certified copy of any insurance policy required herein after 15 days notice.

District may, with prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this MOA under a plan of self-insurance. District's utilization of self-insurance shall not in any way limit liabilities assumed by District under the MOA.

The County of San Diego utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage. County is self-insured for Workers Compensation. Upon request, County can provide Statement of Coverage providing evidence of its self funded liability program.

August 3, 2011

Dear Parent/Guardian:

As of this date, we have not received proof of your child's immunization against pertussis.

A new school immunization law requires all students entering 7th through 12th grades in the 2011-2012 school year in California to be immunized with a pertussis (whooping cough) vaccine booster called Tdap.

To further support families in Santee School District with this immunization requirement, the County of San Diego Health and Human Services will be offering a **free Tdap vaccination to 100 Santee School District children entering grades 7 – 8 on August 26 from 1 – 5 p.m. at the Educational Resource Center, 9619 Cuyamaca Street, Santee.**

Due to the limited number of free Tdap vaccines available, we ask that you please call 619-258-2351 to reserve a spot for your child to receive a free Tdap vaccine by August 12, 2011.

A pertussis shot on or after the 7th birthday meets the requirement. If your child has already received the Tdap vaccine, please bring your child's shot record to the Educational Resource Center as soon as possible.

Sincerely,

Kristin Baranski
Director, Educational Services

KB/km

Consent Item D.4.2.

Approval of Personnel Agreement with Grossmont Union High School District for the 2011-12 Santee School District Spanish I Program

Prepared by Kristin Baranski
August 2, 2011

BACKGROUND

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

For the 2011-12 school year, Santee School District will be able to offer one Spanish class at PRIDE Academy. All incoming eighth grade students with at least a 2.5 scholastic GPA in their 7th grade year are invited to enroll. Enrollment will be capped at 40 students. Based on District budgetary reductions, students will not be provided District transportation to and from the class.

RECOMMENDATION

Administration requests approval to enter into a personnel agreement with the Grossmont Union High School District not to exceed \$20,516.66 for the Spanish I teacher. Offering a junior high Spanish class addresses the strategic planning area of educational opportunities.

This recommendation supports the following District goal:

- Assuring the highest level of educational achievement for all students

FISCAL IMPACT

The cost of the Spanish classes will not exceed \$20,516.66, the cost of the teacher's salary. Administration is currently negotiating with Grossmont Union High School District to reduce this cost. The Spanish class will be multi-funded using professional development block grant funding, grant carryover, After School Education and Safety funding (ASES), and general fund. It is administration's intent to minimize the use of the general fund to support the annual operation of the Spanish I class. Therefore, administration will continue to look for funding from other organizations to reduce any general fund impact.

STUDENT ACHIEVEMENT

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

STUDENT ACHIEVEMENT

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

PERSONNEL AGREEMENT

THIS AGREEMENT, is entered into on this 1st day of JULY, 2011, by and between the Santee School District, herein called "Santee," and the Grossmont Union High School District, herein called "Grossmont."

WHEREAS, Santee is in need of the professional services of an employee of Grossmont to work at Prospect Avenue Elementary School to teach Spanish for high school credit for the 2011-12 school year, for one period per day;

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

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

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

\$ 20,516.66 computed as follows:

(a) \$ 16,358.01 salary payment.

(b) \$ 4,158.66 fringe benefits' cost including teachers' retirement, worker's compensation, unemployment insurance.

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

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

\$ 88.42 excluding fringe benefits.

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

* Salary & benefit costs will be automatically increased once the 2011-12 costs are known.

3. Grossmont agrees that Santee may pay directly to the Employee, during the term of this agreement, reimbursement for assigned mileage and travel expenses in accordance with and subject to the policies of Santee.
4. The work time under this agreement shall be in accordance with the normal workday for employment by Santee.
5. This agreement may be amended at the request of either party by mutual consent of both parties by the addition of an addendum to the agreement signed by a representative of Grossmont and Santee.
6. The term of this agreement shall commence JULY 1, 2011 and end on JUNE 30, 2012 inclusive unless terminated sooner by the mutual consent of both parties.
7. This agreement contains the entire agreement between the parties and shall not be modified except in writing signed by a representative of Santee and/or Grossmont.

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

Approved by the Governing Board
Grossmont Union High School District:

Approved by the Governing Board
Santee School District:

By: _____

By: _____

Date: _____

Date: _____

CONSENT OF EMPLOYEE

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

Signature

Date

6/01

Consent Item D.4.3. Approval of Agreement Between the Grossmont Union High School District Adult School and the Santee School District for Conducting Adult Education Classes

Prepared by Kristin Baranski
August 2, 2011

BACKGROUND:

Since the spring of 1998, the Grossmont Union High School District Adult School and the Santee School District have collaborated to provide free Adult English as a Second Language (ESL) classes, otherwise known as Community Based English Tutoring (CBET), to parents and other community members. Grossmont Union High School District requests an agreement to continue the current program from September 6, 2011 to June 30, 2012.

For the 2011-12 school year, classes will be held at Pepper Drive School and PRIDE Academy at Prospect Avenue School. Child care will no longer be provided due to categorical flexibility in the use of CBET funding.

RECOMMENDATION:

Administration recommends approval of the attached 2011-12 agreement with Grossmont Union High School District Adult School.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Grossmont Union High School District Adult Education provides the funding to support the teachers for each class and Santee School District provides the facilities. General fund dollars will not be used to support the Adult ESL classes for the 2011-12 school year.

STUDENT ACHIEVEMENT:

Adult students attending ESL classes develop the confidence and language skills necessary to become an involved parent in their child's learning. The tutoring skills developed by parents through the Grossmont Adult School may also directly impact the current success of the English language learner population in Santee School District.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

GROSSMONT ADULT SCHOOL AGREEMENT FOR CONDUCTING ADULT EDUCATION CLASSES IN SATELLITE CENTERS

This agreement between the Grossmont Union High School District (DISTRICT) and Santee School District—Pepper Drive Elementary, Prospect Avenue (FACILITY) is made to facilitate the scheduling and conducting of Adult Education classes by the DISTRICT on the premises of the FACILITY.

Period of agreement: From September 7, 2010 to June 10, 2011 (excluding school holidays) or until terminated by either FACILITY or DISTRICT. This is a mutual benefit agreement and there will be no exchange of funds.

ALL PROGRAMS AND SERVICES PROVIDED BY THE DISTRICT ARE INTENDED TO AUGMENT AND NOT REPLACE ANY CURRENT OR EXPANDING PROGRAMS BEING OFFERED BY THE FACILITY. The DISTRICT will schedule and conduct such Adult Education classes on the premises of the FACILITY as mutually agreed by the DISTRICT and the FACILITY. In addition, it is understood that the DISTRICT may unilaterally cancel particular classes when they do not meet the requirements of the DISTRICT in regard to class size, attendance, or at any time the DISTRICT determines that it is in the best interest to do so. The DISTRICT assumes no responsibility or liability for acts of negligence or omissions of the FACILITY.

RESPONSIBILITIES OF THE DISTRICT:

Assign credentialed Adult Education teachers to conduct scheduled Adult Education classes.

Develop a course of study outline and submit for approval to the State of California and then retain a copy in file.

Provide professional and curriculum assistance in the planning and implementing of Adult Education programs at the FACILITY to supplement programs being conducted by the FACILITY.

Be responsible for all record keeping and reporting in connection with Adult Education classes in the FACILITY.

RESPONSIBILITIES OF THE FACILITY:

Designate a responsible member of its staff to serve as liaison between the FACILITY and the DISTRICT personnel.

Provide suitable classroom space. (Acoustics, lighting, and heating/cooling)

Agrees to provide custodial services for cleanup of the classroom(s) prior to and after scheduled class meetings.

GROSSMONT ADULT EDUCATION AGREEMENT
FOR CONDUCTING ADULT EDUCATION CLASSES
IN SATELLITE CENTERS

Page 2

The FACILITY agrees to indemnify and hold the DISTRICT and its agents or employees harmless from any and all liabilities, claims, damages or injuries to any person, including injury to FACILITY employees, and all expenses of investigating and defending against same: arising from or connected with performance or failure to perform any work or other obligation of the agreements; or caused or claimed to be caused by the independent acts of the FACILITY, its agents or employees.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

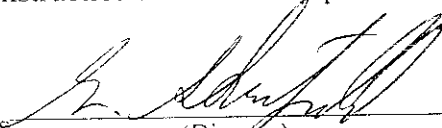
1. Compliance with ADA Provisions:

Landlord hereby represents and warrants that to the best of owner's knowledge, based on an appropriate ADA survey, the premises are presently in compliance with all ADA provisions regarding public access. Further, if the premises require any changes, additions, retrofitting, and modifications, to bring the premises to ADA compliance, owner will assume the financial responsibility for these changes.

2. Rights and Duties of Parties in Event of Litigation:

If lessee is made a party defendant to any litigation concerning the leased premises, including but not limited to ADA compliance, then the lessor shall indemnify lessee against all liability by reason of such litigation, including reasonable attorney's fees and expenses incurred by lessee in any such litigation whether or not any such litigation is prosecuted to judgment.

Under this agreement, Adult Education instructional staff will be provided by:

Grossmont Adult School _____ FACILITY: Santee School District 9625 Cuyamaca Street Santee, CA 92071 By: _____ Title: _____ Date: _____	 _____ (Director)	(619) 588-3512 _____ (Phone #) DISTRICT: Grossmont Union High School District San Diego County, California Approved by the Governing Board on the 15 th day of April, 2010 _____ By: _____ Michael Lewis Assistant Superintendent Educational Services
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Consent Item D.4.4.

Approval of Student Teaching Agreement with San Francisco State University

Prepared by Kristin Baranski
August 2, 2011

BACKGROUND:

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers. Santee School District has received a student agreement with San Francisco State University for this purpose. The terms of the agreement shall commence on July 1, 2011 and continue through June 30, 2014.

RECOMMENDATIONS:

Administration recommends that the Board approve the proposed Student Teaching Agreement with San Francisco State University.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no fiscal impact to the general fund. No payment will be received from San Francisco State University for the placement of student teachers.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

**STUDENT TEACHING AGREEMENT
SAN FRANCISCO STATE UNIVERSITY
AND
SANTEE SCHOOL DISTRICT**

THIS AGREEMENT is entered into by and between The Trustees of the California State University (the University), which is the State of California acting in a higher education capacity through its duly appointed and acting officer on behalf of San Francisco State University, hereinafter called "the University" and the above named School District, hereinafter called "the District".

WHEREAS, the District is authorized to enter into agreement with a state university, the University of California or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching, clinical and administrative experiences through practice teaching or clinical or administrative supervision to students enrolled in teacher and clinical training or administrative internship curricula of such institutions;

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

GENERAL PROVISIONS

1. The term of this agreement shall be from July 1, 2011 to June 30, 2014
2. The District shall provide teaching or clinical or administrative experience through practice teaching or clinical experience or administrative internship in schools and classes of the District in accordance with California Commission of Teacher Credentialing Standards. Students of the University shall be assigned by the University to practice teaching or clinical or administrative experiences in schools or classes in the District for the term as set forth in special provisions. Such practice teaching or clinical or administrative experiences shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District as the District and the University through which their duly authorized representatives may agree upon. The assignment of a student teacher or clinical or administrative student is the joint responsibility of the District and the University.

The District may, for good cause, refuse to accept for practice teaching or clinical experience any student of the University assigned to practice teaching or perform counseling or clinical duties in schools or classes of the District. The University may, for good cause, terminate the assignment of any student of the State University to practice teaching or to perform counseling or clinical duties in the District.

"Practice Teaching" or "Administrative Internship" as used herein and elsewhere in this agreement means active participation in the duties and functions of the classroom teaching or school site under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials, authorizing them to serve as classroom teachers or principals in the schools or classes in which the practice teaching or administrative internship is provided.

"Clinical or counselor Practicum" as used herein and elsewhere in this agreement means active participation in the duties and functions of the counseling or clinical unit under the direct supervision and instruction of employees of the District or agency holding a valid life diplomas or certification issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials or certification, authorizing them to serve as counselors in the schools or classes in which the clinical experience is provided.

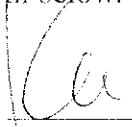
3. "Semester unit of practice teaching" as used herein and elsewhere in this agreement for elementary and secondary schools equals approximately twenty (20) minutes of practice teaching daily for five (5) days a week for sixteen (16) weeks. For Junior Colleges and/or Adult Schools, semester unit equals approximately twenty (20) minutes of practice teaching daily three (3) days per week for eighteen (18) weeks during regular session. Other components of the student teaching experience shall include:
 - Students should be given ample time to participate in the school activities from the beginning to the end of the year.
 - Students should be given ample time to participate in multiple placements per elementary, middle and high school settings.
 - Students should have at least 12 to 16 hours for counselors and 20-25 hours per week for elementary, secondary and special education candidates to work in specified site.
 - Students should be allowed to experience two full weeks (all day) of student teaching.
 - Students should be given ample opportunity to work within classrooms and schools that are comprised of English Language Learners and in diverse school settings.
 - Students should be allowed to participate in school settings for a maximum of 16 weeks per semester of clinical or teaching.
4. An assignment of a student of the University to practice teaching or counseling or administration in the District shall be deemed to be effective for the purposes of this agreement as of the date student presents to the proper authorities of the District the assignment card or other document given by the University effecting such assignment, but not earlier than the date of such assignments as shown on such card or other document.

Absences of a student from assigned practice teaching or counseling or administrative practica shall not be counted as absences in computing the semester units of practice teaching or counseling or administrative practica provided the student by the District.

5. District shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents.
6. All students enrolled in the University teaching preparation or clinical or administrative programs are automatically covered by the CSU Risk Pool for Workers Compensation while those students are completing their University degree or credential requirements.
7. This agreement may be terminated by either party at any time upon ninety (90) days written notice.
8. This agreement may be amended or modified at any time by mutual written consent of both parties.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date and year set forth below.

By


Kathleen Freitas,
Buyer III/Lead
6-22-11
(Date)

The University
San Francisco State University
1600 Holloway Avenue, ADM 361
San Francisco, CA 94132
415-338-3879

By

(Name) _____
(Title) _____

(Date)

The District

SCHOOL BOARD CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 20__.
(month/day)

“It was moved, seconded and carried that the attached contract with the Trustees of the California State University for the State University, whereby the University may assign students to the schools in the _____ District for practice teaching be approved.”

School

County

By _____
Clerk, Secretary (circle one)
Of the Board of Trustees



Consent Item D.5.2. Approval of Credential Waiver
Prepared by Minnie Malin
August 2, 2011

BACKGROUND:

Credential waivers are required for teachers working in areas where they are not appropriately credentialed for their assignment. Due to a statewide shortage, an employee without the Language, Speech and Hearing credential will be placed in a position to cover a position requiring a Language, Speech and Hearing credential. Waivers require Board approval and this subsequent waiver request is for the current LSH Specialist who is working toward the credential.

RECOMMENDATION:

Administration recommends approval of the credential waiver for the following employee number:

037643 Language, Speech & Hearing Specialist

This recommendation supports the following district goal:

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

FISCAL IMPACT:

This is a personnel item requiring no additional increase to the general fund.

STUDENT ACHIEVEMENT IMPACT:

It is important to provide employees with opportunities for acquiring new skills in the areas of their responsibilities. As a result, new and diverse challenges may present an enriched curriculum and enhance learning experiences for students.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.2.

Consent Item D.5.3. Approval of Readmission of Expelled Students
Prepared by Minnie Malin
August 2, 2011

BACKGROUND:

In accordance with California Education Code Section 48916, students who are expelled must complete ordered elements of their rehabilitation plans and apply for readmission to regular student status. Confidential reports of the compliance of expelled students with each student's rehabilitation plan have been provided to the Board.

The Board must approve the readmission of expelled students in accordance with California Education Code Section 48916.

RECOMMENDATION:

The administration recommends that the Board of Education approve readmission of the following students: #2-10, #6-10, #7-10, #8-10, #9-10, and #10-10.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no fiscal impact to the District general fund.

STUDENT ACHIEVEMENT IMPACT:

The students will return to regular status and realize the completion of their rehabilitation plans.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.3.

Consent Item D.5.4. Approval of Internship Contract Agreement with Brandman University

Prepared by Minnie Malin
August 2, 2011

BACKGROUND:

Brandman University Credentials are issued to individuals who have enrolled in commission-approved internship programs. These one- to two-year programs are administered by California colleges and universities in partnership with local school districts and are designed to provide participants with classroom experience while they complete course work requirements for the preliminary of professional clear credential.

Requirements for internship credentials vary depending upon the type of internship credential sought and the specific program requirements established by the college or university through which the internship will be completed. Santee School District will be co-sponsoring with Brandman University, one (1) intern candidate for the 2011-12 school year. This intern candidate will be assigned to the Special Education program under the direction of the Director of Special Education.

RECOMMENDATION:

Administration recommends that the proposed Internship Contract Agreement with Brandman University be approved by the Board of Education.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The intern will work in a current position on a temporary teaching contract for the 2011-12 school year. As a result, the agreement with Brandman University will not incur an additional increase to the current annual cost of a temporary teacher, \$63,927.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.4.



INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

Santee SCHOOL DISTRICT

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the San Diego Campus, and District Support Provider (if appropriate) who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

1. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).
2. The intern receives salary and benefits based on the District's current policies. The intern may be assigned to extracurricular activities, department and/or faculty meetings proportionate to the teaching load of a regular contractual teacher. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
3. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

4. The intern is responsible for maintaining up-to-date records of course plans, lesson plans, and unit plans. The intern is expected to:
 - Make preparations to accomplish his/her teaching responsibilities outside the classroom;
 - Abide by the policies of the school and district;
 - Meet administrative due dates;
 - Communicate with parents by letter, phone, and/or conference when necessary;
 - Maintain prompt and regular attendance;
 - Maintain a grade book;
 - Initiate conferences with the University supervisor and district support provider to discuss progress and receive feedback about his/her teaching.
5. The District will assign a District Support Provider (if appropriate) to the intern to provide support throughout the year. The Support Provider will serve as an on-site guide, who observes the intern, and provides substantive feedback.
6. The District acknowledges that each intern under this Internship Contract Agreement shall be a paid employee of the District and thus covered under the District's insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

Please Note: As required by Education Code 44466: Interns shall not acquire tenure while serving on an Internship Credential.

Brandman University and the Santee District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on July 13, 2011 and continuing until July 12, 2012 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

DISTRICT

REPRESENTATIVES:

Signature: _____

Name: _____

Title: Superintendent

Date: _____

Signature: _____

Name: _____

Title: Human Resources

Date: _____

UNIVERSITY:

Signature: _____

Name: Gary Brahm

Title: Chancellor

Date: _____

Signature: _____

Name: Dr. Christine Zeppos

Title: Dean, School of Education

Date: _____

Signature: _____

Name: _____

Title: Campus Internship Coordinator

Date: _____

APPENDIX A

Preconditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law:

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. (Reference: Education Code Section 44453).
- (2) **Supervision of Interns.** In an internship program, the participating institutions shall provide supervision of all interns. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern's salary is reduced, no more than eight interns may be advised by one district support person. (Reference: Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.
- (3) **Assignment and Authorization.** To receive approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential (Reference: Education Code Section 44454). The institution stipulates that the intern's services meet the instructional or service needs of the participating district(s). (Reference: Education Code Section 44458).
- (4) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: Education Code Section 44321 and 44452).

Specific Preconditions Established by the Commission for Internship Programs

For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing.

- (5) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (6) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. Also, the local bargaining unit (teacher union) is encouraged to provide a written statement of support for the internship agreement. See Appendix B for examples.

APPENDIX B

District or Consortium Statement of Need Sample Letter

This must appear on district letter head

To Whom It May Concern:

California faces a critical shortage of teachers. Presently, the Commission on Teacher Credentialing estimates the shortage of credentialed teachers in California exceeds 30,000. In addition, the number of minority teachers and teachers trained to meet the needs of all our students is woefully deficient.

Our district or consortium reflects this critical shortage. The growing number of students in our district over the last few years has focused our attention on hiring additional teachers. Although we attend many recruitment fairs and hold district interviews, we have experienced difficulty finding enough teacher candidates to meet our staffing needs. We are seeking ways to hire qualified teachers and believe the Brandman Internship Program will provide a ready solution to this problem.

We look forward to working with the Brandman Intern Program and with Brandman Intern teachers. Hiring these Intern teachers will in no way displace teachers already employed in our district or consortium.

Sincerely,

Name
Title

Local Bargaining Unit Sample Letter

This must be on the Bargaining Unit Letter Head

To Whom It May Concern:

On behalf of the _____ Education Association, I wish to express our support of the
_____ School District in their efforts to secure an Internship Credential Agreement with
Brandman University.

Sincerely,

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

BACKGROUND

In March 2010, the Santee School District Board of Education authorized a re-organization of Special Day Classes across the school district. Classes were moved beginning in September 2010 so students in the mild-moderate Special Day Classes could remain on a campus for their school career in Santee School District. Grade 3 – 8 students in the moderate-severe classes were moved to Carlton Hills School. The District does not currently operate a K – 2 moderate-severe Special Day Class.

The autism program located at Chet F. Harritt School, for students in grades K – 4 with moderate-severe needs, was not moved to another campus during the re-organization. The program was not moved for one major reason: the autism program began in the 2009-2010 school year and 6 of the 9 students had moved campuses that school year.

However, the majority of students leaving the autism program will attend the moderate-severe class at Carlton Hills School. Three students from the autism class at Chet F. Harritt will be moving to the grade 3 - 5 moderate-severe Special Day Class at Carlton Hills for the 2011-2012 school year. Movement of this class to Carlton Hills now will allow for teacher collaboration regarding children moving into the next grade level program, consultation among the three moderate-severe teachers on campus, and will allow children to remain on the same campus as long as they require an instructional program designed for functional life skills.

Lastly, 8 of the 10 students enrolled in the autism class for the 2011-2012 attended summer school in the month of July becoming familiar with the Carlton Hills School surroundings. Three of the 10 children attending the autism class for the 2011-2012 school year will be moving campuses regardless, two students from the preschool at Sycamore Canyon and one student from the medically fragile program at Cajon Park. In addition, since Chet F. Harritt School is undergoing school modernization, the autism classroom has been packed and stored for the summer. Classroom belongings would be moved from storage to Carlton Hills.

RECOMMENDATION

Administration recommends the Board approve the movement of the autism special day class from Chet F. Harritt to Carlton Hills School beginning September 6, 2011.

This recommendation supports the following District goal:

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

FISCAL IMPACT

A transportation route to Chet F. Harritt will be eliminated resulting in a savings of \$2,000 annually. Students moving from Chet F. Harritt to Carlton Hills will be added to the existing routes to Carlton Hills School.

STUDENT ACHIEVEMENT IMPACT:

Providing children and their families with a school experience where children could stay at a school site for a longer period of time would build a greater sense of school connectedness, which has been linked to an increase in student efficacy and achievement. In addition, continued collaboration between teachers regarding student academic, social, and environmental needs also supports student achievement toward IEP goals.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item F.

Agenda Item F.

CLOSED SESSION Item G.

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

The Board will go into Closed Session to discuss:

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiator: Karl Christensen, Asst. Superintendent
Employee Organization: Classified School Employees Association

RECONVENE TO PUBLIC SESSION Item H.

ADJOURNMENT Item I.