



Santee School District

SCHOOLS:

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

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

**BOARD OF EDUCATION
REGULAR MEETING
AGENDA
August 5, 2014**

District Mission

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

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D. CONSENT ITEMS	11
<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	

Superintendent

1.1. <u>Approval of Minutes</u>	12
<i>It is recommended that the Board of Education approve meeting minutes with any necessary modifications.</i>	

Business Services

- 2.1. Approval/Ratification of Travel Requests** 22
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. Approval/Ratification of Expenditure Warrants** 24
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of June 2014.
- 2.3. Approval/Ratification of Purchase Orders** 26
It is recommended that the Board of Education approve and ratify purchase orders for the month of June 2014 as presented in the item.
- 2.4. Approval/Ratification of Revolving Cash Report** 34
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.5. Acceptance of Donations** 36
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.6. Approval of Consultants and General Service Providers** 37
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.7. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 39
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of June 2014
- 2.8. Approval of Agreement with Capitol Public Finance Group to act as Dissemination Agent for Continuing Disclosure Requirements for 2014-15** 44
It is recommended that the Board of Education approve the agreement with Capitol Public Finance Group to act as Dissemination Agent for Continuing Disclosure Requirements for the 2014-15 fiscal year.
- 2.9. Approval of Agreement with Merrick & Associates to Provide Mechanical Engineering Services for the District Office HVAC Replacement Project** 49
It is recommended that the Board of Education approve the agreement with Merrick & Associates for mechanical engineering services for the replacement of the HVAC system at the District Office compound.
- 2.10. Adoption of Resolution No. 1415-03 to Commit the Ending Fund Balance in Fund 40 for the Hill Creek Solar Energy Project Debt Service** 50
It is recommended that the Board of Education adopt Resolution No.1415-03 to Commit the Ending Fund Balance in Fund 40 for the Hill Creek Solar Energy Project Debt Service.
- 2.11. Approval/Ratification of Attorney-Client Fee Agreement with Fischbeck & Oberndorfer for Land Use and Real Estate Matters** 53
It is recommended that the Board of Education approve/ratify the Attorney-Client Fee Agreement with Fischbeck & Oberndorfer for Land Use and Real Estate matters.

- 2.12. **Approval of Agreement with Western Environmental for Hazardous Materials Testing, Inspection, and Reporting for the District Office Building** 60
It is recommended that the Board of Education approve Western Environmental for hazardous materials testing, inspection, and reporting services for the District Office Building.
- 2.13. **Approval of Interdistrict Attendance Agreement** 61
It is recommended that the Board of Education approve the Interdistrict Attendance Agreement with Encinitas Union School District.

Educational Services

- 3.1. **Approval of Supervised Fieldwork Agreement with Brandman University** 62
It is recommended that the Board of Education approve the Supervised Fieldwork Agreement with Brandman University for the term of August 1, 2014 through July 31, 2017.
- 3.2. **Approval of Student Teaching Agreement with San Francisco State University** 71
It is recommended that the Board of Education approve the Student Teaching Agreement with San Francisco State University for the term of July 1, 2014 through June 30, 2017.
- 3.3. **Approval of Student Teaching Memorandum of Understanding with Azusa Pacific University** 76
It is recommended that the Board of Education approve the Student Teaching Memorandum of Understanding with Azusa Pacific University for the term of July 1, 2014 through June 30, 2017.
- 3.4. **Approval of Outdoor Education Program Agreements with the San Diego County Office of Education** 82
It is recommended that the Board of Education approve the 2014-2015 Outdoor Education Agreements with the San Diego County Office of Education.

Human Resources/Pupil Services

- 4.1. **Personnel, Regular** 95
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. **Approval of Credential Waiver** 98
It is recommended that the Board of Education approve the credential waiver.
- 4.3. **Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children's Hospital, San Diego** 99
It is recommended that the Board of Education approve the agreement for mandated student health screenings with Rady Children's Hospital, San Diego.
- 4.4. **Approval of Memorandum of Understanding with Rady Children's Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program** 102
It is recommended that the Board of Education approve the MOU with Rady Children's Hospital and Health Center for the EPSDT program.
- 4.5. **Approval of Interagency Agreement with San Diego Unified School District to Provide Access to the STEPS Program** 105
It is recommended that the Board of Education approve the interagency agreement with SDUSD to provide access to the STEPS program.

4.6.	<u>Approval of Revisions to Health Clerk Job Description and Recommendation of Classified Non-Management Reclassification / Reallocation Study</u>	126
	It is recommended that the Board of Education approve the revisions to the health clerk job description and recommendation resulting from the classified reclassification/reallocation study.	
4.7.	<u>Adoption of Resolution No. 1415-02 to Eliminate Vacant Classified Non-Management Positions</u>	129
	It is recommended that the Board of Education adopt resolution no 1415-02 to eliminate vacant classified non-management positions.	
4.8.	<u>Approval to Renew Agreement and Rate Structure with Atkinson, Andelson, Loya, Ruud, & Romo</u>	131
	It is recommended that the Board of Education approve to renew the agreement and rate structure with Atkinson, Andelson, Loya, Ruud, & Romo.	
4.9.	<u>Approval of Short Term Position for Child Nutrition Services Utility Driver</u>	137
	It is recommended that the Board of Education approve the short term position for Child Nutrition Services Utility Driver.	
E.	DISCUSSION AND/OR ACTION ITEMS	138
	<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>Leading the Learning in the 21st Century</u>	139
	• <u>Personalized Learning Plan</u>	
	This is an information item. Any action is at the discretion of the Board of Education.	
1.2.	<u>Partnership with Chet F. Harritt School for a Field Trial and Approval of Agreement with the Lawrence Hall of Science (LHS) and Amplify</u>	140
	It is recommended that the Board of Education approve the Agreement with the Lawrence Hall of Science and Amplify.	
	Business Services	
2.1.	<u>Prop 39 Energy Audit Results and Conceptual 5-Year Expenditure Plan</u>	144
	This is an information item. Action, if any, is at the discretion of the Board of Education.	
2.2.	<u>Approval to Join Coalition of Public Agencies Intervening in the SDG&E Rate Design Window Filing to Shift Summer Peak Periods</u>	147
	It is recommended that the Board of Education approve participation in a coalition of public agencies to formally intervene in the rate design window filing before the California Public Utilities Commission to obtain more favorable treatment under the DG-R rate tariff then currently proposed by SDG&E.	
2.3.	<u>Approval of Membership in School Energy Coalition</u>	149
	It is recommended that the Board of Education approve membership in the School Energy Coalition.	

Capital Improvement Program

3.1.	<u>Approval to Award RFP/Q for the Water Well Irrigation Project at Pepper Drive School through the CUPCCAC Process</u>	152
	It is recommended that the Board of Education award a contract to Tri-County Drilling, Inc. for the Pepper Drive Water Well Project; Proceed with the engineering/planning phase at a cost not to exceed \$53,840; and Authorize staff to proceed with the construction phase at a cost not to exceed \$101,404 if adequate water volume and pressure is found. The additional cost of \$29,400 for the construction phase will only be needed if the soils conditions warrant a PVC casing to be added to keep the well from collapsing.	
F.	BOARD POLICIES AND BYLAWS	170
1.1.	<u>Second Reading: BB 9270 Conflict of Interest – Biannual Review</u>	171
	Board Bylaw 9270, Conflict of Interest, is presented to the Board of Education, as per Government Code requirement to review biennially, in a second reading. Approval of the review is requested.	
G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	178
H.	CLOSED SESSION	179
1.	<u>Conference with Labor Negotiator</u> (Gov. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Karl Christensen, Assistant Superintendent</i> <i>Employee Organization: Santee Teachers Association (STA)</i>	
2.	<u>Conference with Labor Negotiator</u> (Gov. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Karl Christensen, Assistant Superintendent</i> <i>Employee Organization: Classified School Employees Association (CSEA)</i>	
3.	<u>Conference with Real Property Negotiators</u> (Govt. Code § 54956.8) <i>Property Addresses:</i> <ul style="list-style-type: none"> • <i>Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)</i> • <i>10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)</i> <i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i>	
4.	<u>Public Employee Performance Evaluation</u> (Govt. Code § 54957) <i>Superintendent</i>	
I.	RECONVENE TO PUBLIC SESSION	199
J.	ADJOURNMENT	199

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 5, 2014, 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:

Fox
 Burns
 Ryan
 Levens-Craig
 El-Hajj

7:00 P.M. OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Presentation of the Colors and Pledge of Allegiance

4. Approval of Agenda for the August 5, 2014 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Cathy A. Pierce, Ed.D.
August 5, 2014

The following items are presented for Board information:

- 1.1. Use of Facilities Report
- 1.2. Schedule of Upcoming Events

Agenda Item B.

Requests For Use Of Facilities - August 5, 2014

Group	Location	Date	Days	Time	Attendance	Fees Applied
<u>Cajon Park</u>						
AA Santee Serenity (Meetings)	Annex MPR	7/1/14 - 6/30/15	Wednesday	6:30 pm - 8:00 pm	25 - 30	\$30.00/mo
Boy Scouts of America (Meetings)	Conference Room 1	8/26/14 - 6/9/15	Tuesday	6:00 pm - 8:00 pm	10	
Boy Scouts of America (Meetings)	Classroom 10	9/3/14 - 6/10/15	Wednesday	6:00 pm - 8:00 pm	10	
Boy Scouts of America (Meetings)	Classroom 11	9/3/14 - 6/10/15	Wednesday	6:00 pm - 8:00 pm	10	
Girl Scouts - Troop 6450 (Meetings)	Project Safe # 2	9/8/14 - 6/15/15	Monday	6:00 pm - 8:00 pm	8 - 10	
CFF Heartlight (Children's School Dance/Fitness)	Multi-Purpose	9/29/14 - 6/8/15	Monday	1:35 pm - 2:35 pm	20	
<u>Carlton Hills</u>						
Sonshine Haven (Sonshine Club)	Classroom	9/5/14 - 5/29/15	Friday	1:00 pm - 3:00 pm	10 - 30	
PTA (Meetings)	Classroom	9/9/14 - 6/9/15	Tuesday	5:15 pm - 8:00 pm	15	
PTA (Meetings)	Classroom	9/10/14 - 6/10/15	Wednesday	5:30 pm - 8:00 pm	20	
CFF Heartlight (Children's School Dance/Fitness)	Multi-Purpose	9/30/14 - 6/9/15	Tuesday	1:35 pm - 2:35 pm	20	
<u>Carlton Oaks</u>						
Momentum Tutoring	Classroom	9/8/14 - 5/28/15	Mon - Thurs	2:20 pm - 4:00 pm	15 - 25	
CFF Heartlight (Children's School Dance/Fitness)	Amphitheater	10/8/14 - 6/10/15	Wednesday	2:35 pm - 3:35 pm	20	
<u>Hill Creek</u>						
CFF Heartlight (Children's School Dance/Fitness)	Multi-Purpose/Outside	10/9/14 - 6/11/15	Thursday	1:40 pm - 2:40 pm	20	
<u>Pepper Drive</u>						
Girl Scouts - Troop 5157 (Meetings)	Classroom	9/8/14 - 6/15/15	Monday	5:00 pm - 6:30 pm	12	

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

Schedule of Upcoming Events

Date	Event
August 6 August 7 August 8	Principals Return School Secretaries and School Attendance Clerks Return Vice Principals Return
August 13	School Offices Open to the Public
August 19	Board Meeting; 7:00 p.m.
August 20	Teachers Return 7:45 a.m. - Welcome Back Event at Trolley Square
August 25	First Day of School for Students
September 1	Labor Day Holiday Schools and Departments Closed
September 2	Board Meeting; 7:00 p.m.
September 16	Board Meeting; 7:00 p.m.
October 7	Board Meeting; 7:00 p.m.
October 21	Board Meeting; 7:00 p.m.
November 4	Board Meeting; 7:00 p.m.
November 10	Professional Day – No School
November 11	Veterans' Day Holiday Schools and Departments Closed
November 18	Board Meeting; 7:00 p.m.
November 24-28	Schools Closed for Thanksgiving Holiday

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 Cathy A. Pierce, Ed.D.
August 5, 2014

BACKGROUND:

Presented for Board approval –

- May 5, 2014, special meeting minutes
- July 1, 2014, regular meeting minutes
- July 10, 2014, special 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
SPECIAL MEETING
OF THE BOARD OF EDUCATION**

May 5, 2014
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Fox called the meeting to order at 6:00 p.m.

Members present:

Ken Fox, President
Dustin Burns, Vice President
Barbara Ryan, Clerk
Dianne El-Hajj, Member
Elana Levens-Craig, Member

Administration present:

Dr. Cathy Pierce, Superintendent and Secretary to the Board

B. PUBLIC COMMUNICATION

During this time, citizens are invited to address the Board of Education about any item on this special meeting agenda. There was no communication from the

C. CLOSED SESSION

The Board entered closed session for the following:

1. **Public Employment Matters** (Govt. Code § 54957)

Principal

The Board held interviews for Principal position.

D. RECONVENE TO PUBLIC SESSION AND ADJOURNMENT

The Board reconvened to public session. No action was taken.

The May 5, 2014 meeting was adjourned.

Barbara Ryan, Clerk

Cathy A. Pierce, Ed.D., Secretary

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

July 10, 2014
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Fox called the meeting to order at 5:30 p.m.

Members present:

Ken Fox, President
Dustin Burns, Vice President
Barbara Ryan, Clerk
Dianne El-Hajj, Member
Elana Levens-Craig, Member

Administration present:

Dr. Cathy Pierce, Superintendent and Secretary to the Board

B. PUBLIC COMMUNICATION

During this time, citizens are invited to address the Board of Education about any item on this special meeting agenda. There was no communication from the

C. CLOSED SESSION

The Board entered closed session for the following:

1. **Public Employment Matters** (Govt. Code § 54957)

Principal

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

Property Addresses:

- *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
- *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*

Agency Negotiator: Dr. Cathy Pierce, Superintendent

D. RECONVENE TO PUBLIC SESSION AND ADJOURNMENT

The Board reconvened to public session. No action was taken. The July 10, 2014 meeting was adjourned.

Barbara Ryan, Clerk

Cathy A. Pierce, Ed.D., Secretary

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

July 1, 2014
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Fox called the meeting to order at 7:03 p.m.

Members present:

Ken Fox, President
Dustin Burns, Vice President
Barbara Ryan, Clerk
Elana Levens-Craig, Member
Dianne El-Hajj, Member

Administration present:

Dr. Cathy Pierce, Superintendent and Secretary to the Board
Karl Christensen, Assistant Superintendent, Business Services
Tim Larson, Assistant Superintendent, Human Resources/Pupil Services
Dr. Stephanie Pierce, Assistant Superintendent, Educational Services
Lisa Arreola, Recording Secretary

2. President Fox invited the audience to recite the District Mission and lead the members, staff, and audience in the Pledge of Allegiance.

3. Approval of Agenda

It was moved and seconded to approve the agenda with a noted location correction on Consent Item 2.5 Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards).

Motion: Burns
Second Ryan
Vote: 5-0

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

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

Superintendent Pierce shared an autographed copy of *The Water Park Pigs*, a book written by Theresa Elliott's class at Carlton Hills. The book portrayed a story written by the students and each page illustrated a picture drawn by the students. The book's dedication acknowledged the Board of Education for allowing Mrs. Elliott to attend The Write Institute at Columbia University in New York; which allowed her to bring back a wealth of instructional information from the workshop.

Member Levens-Craig mentioned attending the Santee Success Program promotion where she was provided a plant with mint from the school's garden. The message on the plant read, "your support has *mint* so much to us."

2. Child Nutrition Services Update

Karl Christensen, Assistant Superintendent of Business Services, mentioned the Child Nutrition Department operates with 40 employees serving breakfast, lunch, supper, and snacks to all nine district

schools. Each year, the department provides nearly 800,000 healthy and nutritious meals in an efficient and speedy manner. Cathy Abel, Director of Child Nutrition, provided the Board a few highlights of her program for 2013-14 and plans for the upcoming 2014-15 school year.

Mrs. Abel, shared there are approximately 2,226 students receiving free and reduced lunch. She mentioned purchasing software to allow parents to complete the free/reduced lunch applications online for the 2014-15 school year.

The Child Nutrition department serves and prepares approximately 1000 breakfasts; 3,300 lunches; 175 suppers; and 200 snacks; equating to 4,375 meals daily or 787,500 meals per year. She explained the menus were nutrient based, analyzing the fat and calorie content of food items. In 2012, the food based menus were required to integrate grains and proteins.

Member Levens-Craig asked if there is an advisory group of parents and/or students that provide feedback on the food being served. Mrs. Abel explained that in prior years, she had asked students at various schools what items they wanted to see be served for lunch. However, she found the students' choices were similar to fastfood items (i.e., a double-burger from Carl's Jr.).

Mrs. Abel mentioned that in prior years, the kitchen was serving processed foods. Most recently, the kitchen is making some items in the kitchen from "speed scratch" or using a combination of fresh ingredients combined with prepared products. Speed scratch items being served include pizza, alfredo sauce, quesadillas, and breakfast sandwiches.

In recent years, the State was advocating the serving of breakfast at the schools. However, since it is sometimes difficult for students to get to school during breakfast hours, a "second chance" breakfast cart is currently available at Hill Creek and Carlton Oaks. Students have the option to purchase items during the first passing period. The second chance cart feeds approximately 200 students at Carlton Oaks and 160 at Hill Creek. Member El-Hajj inquired on the items available. Mrs. Abel explained it was mostly grab and go items like cream cheese and bagels, cereal, yogurt, fresh fruit, muffin and/or sweet roll, milk and juice. Member Burns inquired on the possibility of expanding the program. Mrs. Abel explained the option had to be conducive to the school's schedule. However, breakfast is available at all schools; except for Sycamore Canyon.

To minimize the wait in line for lunch, students have the option of using the express cart. Mrs. Abel showed pictures of the express cart at Pepper Drive. The two six-foot carts hold hot and fresh foods. Items are packaged in the required portions. Approximately 200 students use the express cart and 300 students go through the regular kitchen line. She mentioned the express carts are currently at six schools and are very successful. Mrs. Abel shared a picture of the salad bar. Each salad bar has signs to remind students of the required portions.

This year, farmers markets are available at four schools. Additionally, she has been working with Food for Thought on farm to school products. However, this proves challenging as it is hard to meet the half-cup requirements. Mrs. Abel shared a picture of special education students visiting the central kitchen. However, instead of giving the students a cookie after the field trip, they get an apple.

The areas of focus for the 2014-15 include food costs/waste; labor/sub costs; energy efficiency; and the implementation of additional express carts.

President Fox inquired on the cost of the express cart lunch in comparison to the regular lunch. Mrs. Abel mentioned the cost is the same. Member El-Hajj inquired on serving packaged food. Mrs. Abel explained items being served on the carts are required to be packaged. Member El-Hajj asked if a student doesn't eat a packaged item, are they allowed to leave it for another student to eat. Mrs. Abel mentioned it was at the discretion of the school. However, the health department has strict regulations on "share" tables.

President Fox inquired on the supper hours. Mrs. Abel mentioned supper is offered at Carlton Hills at 2:00 p.m., PRIDE Academy at 2:30 p.m. and Pepper Drive at 3:00 p.m.

Member Burns expressed his gratitude towards Mrs. Abel for her service and innovation into looking at new ways to feed the students. He mentioned data shows the correlation of children performing better when they eat breakfast and stressed his support for the implementation of second chance breakfast carts

at all schools. He encouraged Mrs. Abel to work with the Superintendent and Principals to look into providing second chance meals at all the schools.

Member Ryan mentioned it was difficult to see Mrs. Abel leave her seat on the Board. However, she commended Mrs. Abel for her service and recognized her as great asset for the children.

C. PUBLIC COMMUNICATION

President Fox invited members of the audience to address the Board about any item not on the agenda.

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 Fox 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 Revolving Cash Report**
- 2.3. **Acceptance of Donations**
- 2.4. **Approval of Consultants and General Service Providers**
- 2.5. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)**
- 2.6. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement**
- 2.7. **Attorney-Client Retainer Agreement with the Law Firm of Stutz Artiano Shinoff & Holtz, APC**
- 3.1. **Approval of Final Change Order and Contract Amount for the Pepper Drive School 10-Classroom Addition Project**
- 4.1. **Adoption of Resolution #1415-01 Designating Personnel and Approval of 2014-15 Child Development Services Contract**
- 4.2. **Approval of Annual Evaluation of the Alternative Education School**
- 4.3. **Approval of the 2014-15 Consolidated Application and Reporting System (CARS) Application for Funding**
- 4.4. **Approval of Agreement with Lozano Smith Attorneys at Law**
- 4.5. **Approval of Nonpublic Agency Master Contract with Dependable Nursing for Nursing Services**
- 4.6. **Approval of Nonpublic Agency Master Contract with ABA Education Foundation for Behavioral Support**
- 4.7. **Approval of Nonpublic Agency Master Contract with Soliant Health for Gross Motor Services**
- 4.8. **Approval of Nonpublic Master Contract with Oak Grove Institute and Jack Weaver School for Residential Treatment Center Services and Nonpublic School Services**
- 4.9. **Approval of Nonpublic Agency Master Contract with Advantage On-Call d/b/a PHS Therapy for Speech Therapy**
- 4.10. **Approval of Nonpublic Master Contract with San Diego Center for Children for Residential Treatment Center Services and Nonpublic School Services**
- 5.1. **Personnel, Regular**
- 5.2. **Approval of Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education**
- 5.3. **Approval to Increase Work Hours for Identified Classified Non-Management Position**
- 5.4. **Approval of Various Short Term Positions**
- 5.5. **Approval of New Probationary Employee – District Nurse**

Member Burns moved approval of Consent Items with the removal of items D. 3.1. and D. 5.5. which were pulled for separate consideration.

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

3.1. Approval of Final Change Order and Contract Amount for the Pepper Drive School 10-Classroom Addition Project

Member Burns mentioned the item was pulled to acknowledge the increase in construction costs. He moved approval.

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

5.5 Approval of New Probationary Employee – District Nurse

Member Burns mentioned hiring new employees deserves separate acknowledgement. Tim Larson, Assistant Superintendent of Human Resource/Pupil Services, asked for the approval of Sherrie Thompson as a new probationary employee. Member Burns welcomed Ms. Thompson to the district. Member El-Hajj moved approval.

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

F. DISCUSSION AND/OR ACTION ITEMS

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

1.1 Approval of Monthly Financial Report

Mr. Christensen mentioned the report is for cash and budget revision transactions posted through May 31st. He explained the month of May ended with a cash balance of \$5.74 million in the general fund. He explained the budget revisions for 2013-14 and projected reserve percentages for 2014-15 of 16.07% and 2015-16 of 10.78% are the same as that included in the district's 2014-15 Adopted Budget. Member Burns moved approval.

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

1.2. Adoption of Environmental Categorical Exemption for an Irrigation Water Well System at Pepper Drive School

Mr. Christensen mentioned there were two items on the agenda pertaining to a potential water well for Pepper Drive. The first is to file a Categorical Exemption under CEQA requirements. He explained an exemption is a declaration that there is no possibility that the activity will have a significant effect on the environment and was the same determination the district filed for the Hill Creek water well project. The exemption is filed with the County Recorder and it remains posted for 30 days. Administration is seeking authorization from the Board to file the exemption. Member Burns moved approval.

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

1.3. Authorization to Disseminate a Request for Proposal (RFP) for Deep Irrigation Water Well System Engineering, Design and Construction at Pepper Drive School

Mr. Christensen mentioned the second item is to authorize staff to distribute an RFP through the CUPCCAC process for designing, digging, and installing the water well. He explained that

although staff is asking to distribute the RFP concurrently with the 30-day posting period for the exemption, the RFP will not be brought back for award until the August 5th Board meeting, after the 30-day period has expired. If there are challenges to the exemption, awarding of the RFP can be delayed until the exemption filing is resolved. He noted, using available CIP funds for this project is being recommended; since it is an integral part of the original plans for the upper field area where the junior high building was constructed. If the district obtains a County of San Diego grant that includes paying for the water well, CIP funds will be reimbursed. Member Levens-Craig moved approval.

Motion:	Levens-Craig	Fox	Aye	Levens-Craig	Aye
Second	Burns	Burns	Aye	El-Hajj	Aye
Vote:	5-0	Ryan	Aye		

1.4. Approval to Award the Acquisition and Installation of the Ruckus Wireless Network Request for Proposal to Datel Systems, Inc.

Mr. Christenson explained the Board authorized administration to distribute an RFP to upgrade the District's wireless access points to prepare for the Digital Learning Initiative at the May 20th meeting. Two vendors submitted proposals in response to the RFP. One vendor, however, submitted manufacturer hardware different than that specified in the RFP and is therefore deemed non-responsive. Administration recommends awarding the RFP to Datel Systems in the amount of \$244,085. This amount is less than the \$270,000 that is contained in the district's Adopted Budget for this project. Member Burns moved approval.

Motion:	Burns	Fox	Aye	Levens-Craig	Aye
Second	El-Hajj	Burns	Aye	El-Hajj	Aye
Vote:	5-0	Ryan	Aye		

2.1. Approval for Digital Learning Initiative:

- **Developing Teacher Leadership for Integrating Technology into Learning**

Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, explained the district proposed to collaborate with the Mobile Technology Learning Center at the University of San Diego professional learning program to enhance teachers' abilities to effectively integrate new technologies and pedagogies within the 21st century learning environment.

She explained the Mobile Technology Learning Center will engage the district's leadership team in the implementation of the mobile technology learning approach, assist the district in implementing the plan for the effective use of mobile technology in schools, and build continued and ongoing capacity within the district.

Dr. Katie Martin will provide support to all the schools, work with teachers on special assignment, principals, and staff. Rich Thome will serve as the Principal Investigator at the University of San Diego for this project.

Member Levens-Craig inquired on the funding. Dr. Pierce explained this was part of the LCAP action step and would be funded using professional development funds.

Member El-Hajj mentioned this was a smart way to approach idea and moved approval.

Motion:	El-Hajj	Fox	Aye	Levens-Craig	Aye
Second	Ryan	Burns	Aye	El-Hajj	Aye
Vote:	5-0	Ryan	Aye		

G. BOARD POLICIES AND BYLAWS

1.1. First Reading: BB 9270 Conflict of Interest – Biannual Review

Board Bylaw 9270, Conflict of Interest was presented to the Board of Education in a first reading as per Government Code requirement to review biennially. No action was taken. The Board Bylaw will return for a second reading and request for approval.

H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Superintendent Pierce asked for the Board's direction on the letter to Governor Brown regarding his proposal to cap the reserves. Upon the discussion, Superintendent Pierce was asked to work with Member Ryan on a letter to the Governor expressing their opposition on his proposal to cap budget reserves.

Superintendent Pierce shared a letter to Governor Brown asking for his support to place Assembly Bill 2235 on the November ballot. She mentioned the Coalition for Adequate School Housing (CASH) had provided the template specific for Santee School District. Member Ryan clarified that the Governor signs legislation and asked that the letter be modified.

Superintendent Pierce shared the responses to the "New Life for Old Computers-Making Old Computers Useful" and "Evaluating the Evaluators" grand jury reports. The Board asked that the wording be modified as in the previous responses. Superintendent Pierce shared the language used was from the Grand Jury report and California penal code.

Superintendent Pierce inquired on holding a Board and Cabinet Retreat. Discussion was held on a date and location. It was the Board's consensus to hold the retreat on August 12 at 6:00 p.m. Member Levens-Craig offered to host at her home. Member Ryan asked that the Superintendent work with the Board President on activities.

Superintendent Pierce reminded the Board that their Form 470 was due by July 31. The Santee School District/City Council Joint Meeting was scheduled for July 7 at 5:00 p.m., at City Hall. President Fox and Member Burns would be in attendance.

Superintendent Pierce shared Round 1 of Principal interviews were being held July 2; and asked for the Board's availability for Round 2 on July 8 or 10. It was the Board's consensus to hold the interviews on July 10 at 5:30 p.m.

Superintendent Pierce shared the next Board meeting was July 15; the Welcome Back event was August 20; and the First Day of School was August 25.

Member Burns mentioned the promotions were outstanding and the weather was perfect. He stated the Declaration of Promotion was very well received. Mr. Burns made reference to the approval of legal services on the agenda. He asked that staff provide an update on attorney expenses at least twice a year. Member Burns made the Board aware that he would be inquiring and working with staff on an employee discount for the Out-of-School Time programs.

Member Levens-Craig mentioned she enjoyed the golf tournament. She enjoyed the promotion ceremonies and agreed that the Declaration of Promotion was well received.

Member El-Hajj mentioned there were a few words on the Declaration of Promotion she had difficulty with. Member Burns liked that the ceremonies were kept to an hour; and he liked the Kiwanis Hope of America Award.

President Fox mentioned attending the Home School promotion.

Member Burns inquired on having Board signatures preprinted on the certificates. Ms. Arreola was asked to work with Educational Services staff for next year.

I. CLOSED SESSION

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

1. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)

2. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)
3. **Conference with Legal Counsel - Anticipated Litigation** (Gov. Code § 54956.9)
- One Case
4. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
Property Addresses:
 - Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)
 - 10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*Agency Negotiator:* Karl Christensen, Assistant Superintendent
5. **Public Employee Performance Evaluation** (Govt. Code § 54957)
Superintendent

The Board entered closed session at 8:40 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:30 p.m. No action was reported.

K. ADJOURNMENT

The July 1, 2014 regular meeting adjourned at 10:30 p.m.

Barbara Ryan, Clerk

Cathy A. Pierce, Ed.D., Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
August 5, 2014

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$1,685 as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.1.

Board Travel Report - August 5, 2014

Travel Dates		Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Tues-Tues	09/30/14 - 10/07/14	Diane Cartier	CP	Augmentative Alternative Communication (AAC Assessment Certificate)	Escondido	\$0	\$210	Special Education	This multi-day certification workshop provides in depth training for those who serve children with complex communication needs.
Thurs-Sat,	11/06/14 - 11/08/14	Dr. Cathy Pierce	Superintendent	2014 ACSA Leadership Summit	San Diego	\$0	\$398	Superintendent's Office	This conference provides opportunities for networking and professional development on current critical leadership and educational issues.
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California									
Sunday,	10/12/14	Mindy Johnson Julie Venolia Denise Peters	CO CO CO	The 2 Sisters Daily Café on Core Literacy	Los Angeles	\$0 \$0 \$0	\$359 \$359 \$359	SLIB SLIB SLIB	This workshop will focus on Core literacy components for instruction of classroom literacy.

Consent Item D.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Karl Christensen
 August 5, 2014

BACKGROUND:

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

Commercial Warrants issued for the period of June 2014:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-319434 TO 12-331584	\$595,802.85
09 00	N/A	\$0.00
12 06	12-319475 TO 12-330578	\$2,299.62
13 00	12-319477 TO 12-331611	\$182,453.51
14 00	12-319499 TO 12-331612	\$2,014.68
21 09	N/A	\$0.00
21 39 / 21 08	12-319500 TO 12-331613	\$159,687.62
25 18	12-322388 TO 12-331619	\$129,156.18
25 38	N/A	\$0.00
35-00	N/A	\$0.00
40-00	12-324927 TO 12-326421	\$3,749.82
63 00	12-319502 TO 12-331623	\$15,978.63
		\$1,091,142.91

Student Body Warrants issued for the period of June 2014:

\$22,678.45

Payroll Warrant #'s beginning 10-262924 through 10-263728 and 10-347347 through 10-347405:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$3,015,496.36
06 00	\$824,778.72
12 06	\$22,706.12
13 00	\$104,586.62
25-18	\$0.00
63 00	\$164,451.75
\$4,132,019.57	

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$5,245,840.93 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of June 2014:

AMOUNT	LOCATION
\$ 14,893.19	PEPPER DRIVE SCHOOL
\$ 9,643.33	CARLTON HILLS SCHOOL
\$ 2,033.43	SYCAMORE CANYON SCH
\$ 1,782.00	PROSPECT AVENUE SCH
\$ 6,542.31	CAJON PARK SCHOOL
\$ 3,725.44	CHET F HARRITT SCH
\$ 8,984.60	CARLTON OAKS SCHOOL
\$ 11,307.68	RIO SECO SCHOOL
\$ 2,541.19	HILL CREEK SCHOOL
\$ 17.59	SUPERINTENDENT DEPT
\$ 16,106.00	BUSINESS SERVICES
\$ 952.65	SPECIAL EDUCATION
\$ 217.46	EDUCATIONAL PROJECTS
\$ 85.32	EDUCATIONAL SERVICES
\$ 334.05	PUPIL SERVICES
\$ 12,196.12	PROJECT SAFE
\$ 1,680.36	TECHNOLOGY SERVICES
\$ 23,789.29	MAINTENANCE
\$ 18,204.30	TRANSPORTATION
\$ 428,458.81	FACILITIES MODERNIZATION
\$ 563,495.12	Total Purchase Orders – June 2014

RECOMMENDATION:

Administration recommends approval of purchase orders #132050 through #132171 issued June 1, 2014 through June 30, 2014.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of \$563,495.12 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

LOCATION LIST 2014-15

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

- 76 Transportation
- 78 Warehouse
- 90 Central Kitchen
- 92 Publications
- 97 District Wide
- 100 Summer School
- 108 Carlton Oaks Summer School
- 110 Hill Creek Summer School

Fund Numbers

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

M = Monthly Blanket
 A = Annual Blanket
 L = Lottery

PURCHASE ORDER EXCEEDED BY 10%
FOR THE MONTH OF JUNE 2014

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
131681	4/3/2014	06	ADVANCED READING SOLUTIONS LLC	068	SES TUTORING SERVICES	\$6,573.27
					ADDED ADD'L STUDENTS TO PROGRAM	\$722.01
					NEW TOTAL	\$7,295.28
131685	4/3/2014	06	TOTAL EDUCATION SOLUTIONS	068	SES TUTORING SERVICES	\$597.57
					ADDED ADD'L STUDENTS TO PROGRAM	\$282.43
			PAYMENT		NEW TOTAL	\$880.00

PURCHASE ORDER LISTING - JUNE 2014
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
132054	6/4/2014	3	CDW GOVERNMENT INC	COMPUTER CHARGING CART	\$ 1,720.44	002	PEPPER DRIVE SCHOOL
132055	6/4/2014	3	CDW GOVERNMENT INC	NETBOOKS	\$ 2,169.60	002	PEPPER DRIVE SCHOOL
132057	6/5/2014	3	GENESIS INC	CLASSROOM SUPPLIES	\$ 332.76	002	PEPPER DRIVE SCHOOL
132078	6/5/2014	3	YMCA - SANTEE	ADMISSIONS	\$ 536.00	002	PEPPER DRIVE SCHOOL
132089	6/10/2014	3	SMART & FINAL	STUDENT INCENTIVES	\$ 100.00	002	PEPPER DRIVE SCHOOL
132097	6/11/2014	3	SUNDANCE STAGE LINES	FIELD TRIP TRANSPORTATION	\$ 2,540.00	002	PEPPER DRIVE SCHOOL
132114	6/13/2014	3	GUARDIAN ANGELS CHURCH	8TH GRADE PROMOTION VENUE	\$ 350.00	002	PEPPER DRIVE SCHOOL
132121	6/17/2014	3	EL CAJON'S PRINT & COPY CENTER	8TH GRADE TROPHIES	\$ 458.89	002	PEPPER DRIVE SCHOOL
132126	6/17/2014	6	SEHI COMPUTER PRODUCTS INC	COMPUTERS	\$ 890.94	002	PEPPER DRIVE SCHOOL
132127	6/18/2014	3	SMART & FINAL	SUPPLIES FOR 8TH GR. PROMOTION	\$ 750.00	002	PEPPER DRIVE SCHOOL
132152	6/25/2014	3	UNITED PARCEL SERVICE	RETURN SHIPPING CHARGES	\$ 34.15	002	PEPPER DRIVE SCHOOL
132171	6/30/2014	3	JOSTENS	YEARBOOKS - PD	\$ 5,010.41	002	PEPPER DRIVE SCHOOL
				TOTAL	\$ 14,893.19		PEPPER DRIVE SCHOOL
132083	6/6/2014	3	CARLTON OAKS COUNTRY CLUB	CATERING - 8TH GRADE PROMOTION	\$ 1,365.00	003	CARLTON HILLS SCHOOL
132087	6/10/2014	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR	\$ 1,440.38	003	CARLTON HILLS SCHOOL
132088	6/10/2014	3	YMCA - SANTEE	ADMISSIONS	\$ 288.00	003	CARLTON HILLS SCHOOL
132101	6/11/2014	3	SUNDANCE STAGE LINES	FIELD TRIP TRANSPORTATION	\$ 2,140.00	003	CARLTON HILLS SCHOOL
132154	6/26/2014	3	LIFETOUCH PUBLISHING	YEARBOOKS - CH	\$ 4,409.95	003	CARLTON HILLS SCHOOL
				TOTAL	\$ 9,643.33		CARLTON HILLS SCHOOL
132141	6/23/2014	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - SC	\$ 2,033.43	004	SYCAMORE CANYON SCH
				TOTAL	\$ 2,033.43		SYCAMORE CANYON SCH
132105	6/12/2014	6	UZIBULL	IPAD COVERS	\$ 1,782.00	005	PROSPECT AVENUE SCH
				TOTAL	\$ 1,782.00		PROSPECT AVENUE SCH
132086	6/10/2014	3	SKEDADDLE FUNDRAISERS	6TH GRADE CAMP FUNDRAISER	\$ 2,025.75	006	CAJON PARK SCHOOL
132096	6/11/2014	3	SUNDANCE STAGE LINES	FIELD TRIP TRANSPORTATION	\$ 3,210.00	006	CAJON PARK SCHOOL
132148	6/24/2014	3 6	APPLE COMPUTER INC	COMPUTER PARTS/EQUIPMENT	\$ 1,306.56	006	CAJON PARK SCHOOL
				TOTAL	\$ 6,542.31		CAJON PARK SCHOOL
132050	6/2/2014	3	CHET F. HARRITT ASB	TRANSPORTATION CHARGES	\$ 1,110.00	007	CHET F HARRITT SCH
132094	6/11/2014	3	DELL AWARDS	SUPPLIES	\$ 181.44	007	CHET F HARRITT SCH
132098	6/11/2014	3	SUNDANCE STAGE LINES	FIELD TRIP TRANSPORTATION	\$ 1,180.00	007	CHET F HARRITT SCH
132153	6/26/2014	3	CARLTON OAKS COUNTRY CLUB	8TH GR PROMO DINNER/DANCE	\$ 1,104.00	007	CHET F HARRITT SCH
132162	6/26/2014	3	TAITAGUE, RUDY F.	DJ FOR 8TH GRADE DINNER/DANCE	\$ 150.00	007	CHET F HARRITT SCH
				TOTAL	\$ 3,725.44		CHET F HARRITT SCH
132100	6/11/2014	3	SUNDANCE STAGE LINES	FIELD TRIP TRANSPORTATION	\$ 4,035.00	008	CARLTON OAKS SCHOOL
132166	6/26/2014	3	JOSTENS	YEARBOOKS - CO	\$ 4,949.60	008	CARLTON OAKS SCHOOL
				TOTAL	\$ 8,984.60		CARLTON OAKS SCHOOL
132056	6/4/2014	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - RS	\$ 5,955.52	009	RIO SECO SCHOOL
132099	6/11/2014	3	SUNDANCE STAGE LINES	FIELD TRIP TRANSPORTATION	\$ 2,576.00	009	RIO SECO SCHOOL
132106	6/12/2014	3	BOWMAN, BRIAN	DJ CONSULTANT 8TH GRADE DANCE	\$ 200.00	009	RIO SECO SCHOOL
132120	6/13/2014	3	AWARDS BY NAVAJO	8TH GRADE TROPHIES	\$ 208.63	009	RIO SECO SCHOOL

132132	6/18/2014	3	CARLTON OAKS COUNTRY CLUB	8TH GRADE PROMO DINNER/DANCE	\$ 1,785.00	009	RIO SECO SCHOOL
132136	6/20/2014	3	SUPPLYMASTER, INC.	OFFICE SUPPLIES	\$ 268.23	009	RIO SECO SCHOOL
132145	6/23/2014	3	JOSTENS	YEARBOOKS - 13/14 RS JR HIGH	\$ 314.30	009	RIO SECO SCHOOL
				TOTAL	\$ 11,307.68		RIO SECO SCHOOL
132080	6/6/2014	3	SOUTHWEST SCHOOL SUPPLY	SUPPLIES	\$ 66.68	010	HILL CREEK SCHOOL
132095	6/11/2014	3	SUNDANCE STAGE LINES	FIELD TRIP TRANSPORTATION	\$ 2,240.00	010	HILL CREEK SCHOOL
132146	6/24/2014	3	AWARDS BY NAVAJO	AWARDS FOR HILL CREEK	\$ 234.51	010	HILL CREEK SCHOOL
				TOTAL	\$ 2,541.19		HILL CREEK SCHOOL
132150	6/25/2014	3	AT&T TELECONFERENCE SERVICES	TELECONFERENCES SERVICES	\$ 17.59	062	SUPERINTENDENT DEPT
				TOTAL	\$ 17.59		SUPERINTENDENT DEPT
132107	6/12/2014	3	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL SERVICES	\$ 462.50	064	BUSINESS SERVICES
132108	6/12/2014	40	WELLS FARGO BANK	SOLAR ENERGY (CREB)	\$ 2,300.00	064	BUSINESS SERVICES
132110	6/13/2014	3	6 OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	\$ 6,318.00	064	BUSINESS SERVICES
132111	6/13/2014	12	6 OFFICE DEPOT INC	OFFICE SUPPLIES - STATE PRESCH	\$ 37.03	064	BUSINESS SERVICES
132112	6/13/2014	13	OFFICE DEPOT INC	OFFICE SUPPLIES - CNS	\$ 56.14	064	BUSINESS SERVICES
132113	6/13/2014	63	OFFICE DEPOT INC	OFFICE SUPPLIES - PROJ. SAFE	\$ 1,564.30	064	BUSINESS SERVICES
132117	6/13/2014	3	SUPPLYMASTER, INC.	SUPPLIES FOR PUBS	\$ 78.34	064	BUSINESS SERVICES
132123	6/17/2014	3	OFFICEMAX CONTRACT INC	SUPPLIES - ALL SITES	\$ 4,269.40	064	BUSINESS SERVICES
132134	6/19/2014	3	DELL MARKETING L.P.	PRINTER TONER CARTRIDGES	\$ 170.29	064	BUSINESS SERVICES
132159	6/26/2014	3	AXA EQUITABLE LIFE INS. CO.	EMPLOYEE 403B CONTRIBUTION	\$ 850.00	064	BUSINESS SERVICES
				TOTAL	\$ 16,106.00		BUSINESS SERVICES
132102	6/11/2014	6	SHAW, JENNIFER	CONSULTANT SERVICES	\$ 100.00	067	SPECIAL EDUCATION
132104	6/12/2014	3	MAXIM HEALTHCARE	13/14 NPS SUB LVN	\$ 554.65	067	SPECIAL EDUCATION
132143	6/23/2014	6	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 150.00	067	SPECIAL EDUCATION
132160	6/26/2014	3	MAXIM HEALTHCARE	CONSULTANT SERVICES	\$ 148.00	067	SPECIAL EDUCATION
				TOTAL	\$ 952.65		SPECIAL EDUCATION
132052	6/3/2014	3	UC REGENTS	ASSESSMENT MATERIALS	\$ 200.00	068	EDUCATIONAL PROJECTS
132138	6/23/2014	3	UNITED PARCEL SERVICE	SHIPPING CHARGES	\$ 17.46	068	EDUCATIONAL PROJECTS
				TOTAL	\$ 217.46		EDUCATIONAL PROJECTS
132128	6/18/2014	6	ALLIANCE FOR AFRICAN	CONSULTANT SERVICES	\$ 85.32	069	EDUCATIONAL SERVICES
				TOTAL	\$ 85.32		EDUCATIONAL SERVICES
132161	6/26/2014	6	NORTHERN CALIF. MEDI-CAL	MEDI-CAL ADMIN SERVICES	\$ 334.05	070	PUPIL SERVICES
				TOTAL	\$ 334.05		PUPIL SERVICES
132085	6/10/2014	63	S&S WORLDWIDE	PROJ. SAFE SUPPLIES	\$ 261.64	072	PROJECT SAFE
132116	6/13/2014	63	YMCA - SANTEE	ENRICHMENT PROG. - PROJ. SAE	\$ 868.00	072	PROJECT SAFE
132119	6/13/2014	63	DELL MARKETING L.P.	COLOR PRINTER	\$ 221.19	072	PROJECT SAFE
132133	6/18/2014	63	ADVERTISING EDGE INC	T-SHIRTS FOR YALE	\$ 931.56	072	PROJECT SAFE
132139	6/23/2014	63	AMERICAN EXPRESS	PROJECT SAFE SUPPLIES	\$ 3,988.12	072	PROJECT SAFE
132140	6/23/2014	6	AMERICAN EXPRESS	ASES SUPPLIES	\$ 71.91	072	PROJECT SAFE
132155	6/26/2014	63	ADVERTISING EDGE INC	T-SHIRTS - SUMMER PROG. PRSF	\$ 5,212.02	072	PROJECT SAFE
132156	6/26/2014	6	ADVERTISING EDGE INC	T-SHIRTS FOR SUMMER - ASES	\$ 641.68	072	PROJECT SAFE
				TOTAL	\$ 12,196.12		PROJECT SAFE
132118	6/13/2014	3	DELL MARKETING L.P.	TECHNOLOGY SUPPLIES	\$ 160.36	073	TECHNOLOGY SERVICES
132142	6/23/2014	3	TECH4LEARNING	SOFTWARE LICENSES	\$ 1,520.00	073	TECHNOLOGY SERVICES

					TOTAL \$	1,680.36	TECHNOLOGY SERVICES
132051	6/3/2014	21	39 GREENBRIER LAWN & TREE EXPERT	LANDSCAPE WORK - PD ADD'N	\$	1,745.00	075 MAINTENANCE
132053	6/3/2014	21	39 CALIFORNIA ELECTRIC SUPPLY	MDF RM UPGRADE - PD JT USE	\$	461.37	075 MAINTENANCE
132058	6/5/2014	3	DAVE BANG ASSOCIATES INC	REPLACEMENT CANOPY - SC	\$	1,393.20	075 MAINTENANCE
132079	6/5/2014	6	PROTECH ROOFING SERVICE	RELO ROOF REPAIRS - CP	\$	8,660.00	075 MAINTENANCE
132084	6/10/2014	6	SAFE-T-LITE	SIGN SUPPLIES	\$	152.60	075 MAINTENANCE
132091	6/10/2014	3	PRIORITY NEOPOST SOUTHWEST	DISTRICT MAIL MACHINE REPAIRS	\$	715.01	075 MAINTENANCE
132092	6/10/2014	13	JOHNSTONE SUPPLY	THERMOSTAT REPAIRS - CNS	\$	68.18	075 MAINTENANCE
132124	6/17/2014	25	18 ABABA BOLT	SUPPLIES FOR MDF ROOM - PD	\$	21.12	075 MAINTENANCE
132125	6/17/2014	6	GEARY PACIFIC SUPPLY	HVAC SUPPLIES - PR. SF - CP	\$	192.63	075 MAINTENANCE
132144	6/23/2014	3	LAKESIDE EQUIPMENT SALES AND	EQUIPMENT RENTAL	\$	550.80	075 MAINTENANCE
132149	6/25/2014	6	R&R CONTROLS, INC.	HVAC SUPPLIES - CH	\$	191.70	075 MAINTENANCE
132151	6/25/2014	3	TRI-COUNTY DRILLING, INC.	SAND SEPARATOR FOR WELL - HC	\$	3,979.00	075 MAINTENANCE
132157	6/26/2014	6	PACIFICA GLASS CO., INC.	VANDALISM - CP JR. HIGH	\$	210.20	075 MAINTENANCE
132158	6/26/2014	25	18 DIXIELINE LUMBER COMPANY	CFH SNACK BAR	\$	324.43	075 MAINTENANCE
132163	6/26/2014	25	18 BRADY COMPANY/SAN DIEGO INC	CFH SNACK BAR RELOS	\$	4,395.00	075 MAINTENANCE
132164	6/26/2014	6	ABABA BOLT	MAINT. SUPPLIES - CFH	\$	41.99	075 MAINTENANCE
132165	6/26/2014	3	MASON'S SAW & LAWNMOWER	GROUPS SUPPLIES	\$	34.31	075 MAINTENANCE
132168	6/27/2014	6	DAVE BANG ASSOCIATES INC	PE SUPPLIES - PD	\$	565.21	075 MAINTENANCE
132169	6/27/2014	3	MASON'S SAW & LAWNMOWER	GROUPS EQUIP REPAIRS	\$	87.54	075 MAINTENANCE
					TOTAL \$	23,789.29	MAINTENANCE
132059	6/5/2014	6	INTERSTATE BATTERY OF	SHOP SUPPLIES	\$	111.07	076 TRANSPORTATION
132060	6/5/2014	6	KIMBALL MIDWEST	SHOP SUPPLIES	\$	124.65	076 TRANSPORTATION
132061	6/5/2014	6	TIRE CENTERS, LLC	BUS REPAIRS & MAINTENANCE	\$	171.73	076 TRANSPORTATION
132062	6/5/2014	6	KIRKS RADIATOR	M&O VEHICLE & BUS REPAIRS	\$	1,856.81	076 TRANSPORTATION
132063	6/5/2014	6	DREW FORD	M&O VEHICLE & BUS REPAIRS	\$	402.93	076 TRANSPORTATION
132064	6/5/2014	6	INLAND KENWORTH (US) INC.	BUS REPAIRS & MAINTENANCE	\$	835.09	076 TRANSPORTATION
132065	6/5/2014	6	MASON'S SAW & LAWNMOWER	GROUPS EQUIPMENT REPAIRS	\$	36.38	076 TRANSPORTATION
132066	6/5/2014	6	PECK'S HEAVY FRICTION INC	BUS REPAIRS & MAINTENANCE	\$	463.43	076 TRANSPORTATION
132067	6/5/2014	13	PECK'S HEAVY FRICTION INC	BACK UP ALARM REPAIRS FOR CNS	\$	48.82	076 TRANSPORTATION
132068	6/5/2014	6	CUMMINS PACIFIC LLC	BUS REPAIRS & MAINTENANCE	\$	2,181.49	076 TRANSPORTATION
132069	6/5/2014	6	O'REILLY AUTO PARTS	BUS REPAIRS & MAINTENANCE	\$	418.98	076 TRANSPORTATION
132070	6/5/2014	6	ROADONE	BUS REPAIRS & MAINTENANCE	\$	299.20	076 TRANSPORTATION
132071	6/5/2014	6	AUTO ZONE	SHOP SUPPLIES	\$	13.59	076 TRANSPORTATION
132072	6/5/2014	6	BOB STALL CHEVROLET	BUS REPAIRS & MAINTENANCE	\$	196.90	076 TRANSPORTATION
132073	6/5/2014	6	FRAME & AXLE SERVICE OF	BUS REPAIRS & MAINTENANCE	\$	756.20	076 TRANSPORTATION
132074	6/5/2014	6	NORTHERN TOOL & EQUIPMENT	SHOP SUPPLIES	\$	131.13	076 TRANSPORTATION
132075	6/5/2014	6	JACOBSENWEST	GROUPS SUPPLIES	\$	219.57	076 TRANSPORTATION
132076	6/5/2014	6	COUNTY OF SAN DIEGO	HAZARDOUS WASTE PERMIT FEES	\$	1,224.00	076 TRANSPORTATION
132077	6/5/2014	6	MIRAMAR TRUCK CENTER	BUS REPAIRS & MAINTENANCE	\$	1,207.24	076 TRANSPORTATION
132081	6/6/2014	6	UNITED TRANSMISSION EXCHANGE	BUS REPAIRS & MAINTENANCE	\$	3,342.61	076 TRANSPORTATION
132103	6/11/2014	6	A-Z BUS SALES, INC.	BUS REPAIRS & MAINTENANCE	\$	190.96	076 TRANSPORTATION
132109	6/12/2014	6	WESTERN GRAPHIX	SUPPLIES	\$	241.93	076 TRANSPORTATION
132122	6/17/2014	6	JACOBSENWEST	EQUIPMENT REPAIRS	\$	159.85	076 TRANSPORTATION

132131	6/18/2014	6	EMISSIONS SERVICES UNLIMITED	BUS REPAIRS & MAINTENANCE	\$ 1,000.00	076	TRANSPORTATION
132137	6/20/2014	6	STATE OF CALIFORNIA	EPA FEES	\$ 2,000.00	076	TRANSPORTATION
132147	6/24/2014	6	ALL STAR GLASS	REPAIRS FOR M&O VEHICLE	\$ 569.74	076	TRANSPORTATION
				TOTAL	\$ 18,204.30		TRANSPORTATION
132082	6/6/2014	25 18	MISSION VALLEY LANDSCAPE CO	LANDSCAPE/IRRIGATION - PD	\$ 4,946.00	077	FACILITIES MODERNIZATION
132090	6/10/2014	25 18	HOME DEPOT COMMERCIAL ACCOUNT	ELECTRICAL SUPPLIES - PD MDF	\$ 175.60	077	FACILITIES MODERNIZATION
132093	6/10/2014	25 18	BALFOUR BEATTY CONSTRUCTION.	MAIN CONST. CONTRACTOR - PD10	\$ 420,041.63	077	FACILITIES MODERNIZATION
132129	6/18/2014	25 18	DEPARTMENT OF GENERAL SERVICES	DSA PLAN CHECK FEES - HC ADD'N	\$ 750.00	077	FACILITIES MODERNIZATION
132130	6/18/2014	25 18	DEPARTMENT OF GENERAL SERVICES	DSA PLAN CHECK FEES - HC ADD'N	\$ 2,208.08	077	FACILITIES MODERNIZATION
132167	6/27/2014	25 18	BLUEPRINT TECHNOLOGIES	MDF - PD LRC/ADMIN	\$ 337.50	077	FACILITIES MODERNIZATION
				TOTAL	\$ 428,458.81		FACILITIES MODERNIZATION

\$ 563,495.12

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval of checks #22339 through #22342 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$755.41 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

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

Date	Number	Name	Memo	Amount
07/02/14	22339	Guitars in the Classroom	Registration for Training	150.00
07/18/14	22340	Bernie Padberg	Travel Cash Advance for Meals New York Writers' College	276.00
07/18/14	22341	Sharon Eldredge	Travel Cash Advance for Meals New York Writers' College	276.00
07/22/14	22342	State Board of Equalization	4th Qtr Fuel Tax	41.75

Total Checks Written \$743.75

Bank Fees 11.66

Total to be Reimbursed \$755.41

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$500.00	7-Eleven, Inc.	Cajon Park School
	\$140.41	United Way Campaign	Districtwide Rio Seco School
	\$244.07		
Funds to Support the Technology Program	\$5,000.00	Cajon Park PTSA	Cajon Park School
TOTAL DONATIONS RECEIVED	\$5,784.48		

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The donations above are valued at \$5,784.48.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

**Consultant / General Service Provider Report
August 5, 2014**

Agreements Submitted for Approval

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
McAlister Institute	General Service Provider	Drug Screening	7/1/2014 - 6/30/2015	\$15.00/test (not to exceed \$500.00)	Pupil Services	Independent Contractor
Laura Smith	Consultant	Writing Support	7/1/2014 - 6/30/2015	\$31.17/hour (not to exceed \$5,000.00)	Alternative School	Employee
Lisa Kenyon	Consultant	Clerical Services for SSD Foundation	7/1/2014 - 6/30/2015	\$18/hour (not to exceed \$500)	SSD Foundation	Employee
Dave Molzen	Consultant	Legacy Paver Installation at Schools	7/1/2014 - 6/30/2015	\$5/brick (not to exceed \$500)	SSD Foundation	Employee

BACKGROUND:

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

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period June 1, 2014 through June 30, 2014.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

There were 159 transactions totaling \$33,921.83 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140602	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	70.16	Desk Calendars
20140604	ABEL,CATHY	CHILD NUTRITION	DOLRTREE 3194 00031948	24.84	Cleaning Supplies
20140611	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	328.45	Office Supplies Ink Desk Calendars
20140619	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	56.76	Office Supplies
20140619	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5101	18.35	Desk Calendar
20140620	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	(51.81)	Returned desk calendars
				446.75	
20140619	ALBERT,DIANN L	PRIDE ACADEMY	BEST BUY MHT 00011452	75.56	Apple cords
20140624	ALBERT,DIANN L	PRIDE ACADEMY	SQ *ICRACKED (TIM BUCK	150.59	iPad screen repair for Hammack
20140624	ALBERT,DIANN L	PRIDE ACADEMY	AQUATICA SAN DIEGO PAR	15.00	Parking for JH Promotion Activity
				241.15	
20140602	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMARTNFINAL39810803989	(25.49)	Return of unused items for Classified Employee Week
20140602	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMARTNFINAL39810803989	29.36	Purchase of items for PLT meeting
20140606	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	USPS 05702000734913483	5.80	Postage for package
20140606	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ACT*CALIFORNIANS DEDIC	300.00	Travel- Superintendent
20140606	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ACT*CALIFORNIANS DEDIC	300.00	Travel- ERC
20140608	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	5.99	Miscellaneous items for PLT meeting.
20140611	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CALIFORNIA SCHOOL BOAR	455.00	Travel- Superintendent
20140611	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CALIFORNIA SCHOOL BOAR	455.00	Travel- Board
20140617	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	OFFICE DEPOT #908	42.09	Miscellaneous items for Board meeting.
20140618	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	FOOD4LESS #0349	11.78	Miscellaneous items for Board meeting.
20140620	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SOUTHWEST AIRLINES	238.00	Airfare for Dan Prouty to attend Executive Briefing with Apple, Inc.
20140620	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 5711	12.95	Miscellaneous items for Board meeting
				1,830.48	
20140606	AVILA,EVONN	BUSINESS SERVICES	SCHOOL SERVICES OF CAL	350.00	The Audit Challenge Workshop (T. Long; K. Christensen)
20140618	AVILA,EVONN	BUSINESS SERVICES	SCHOOL SERVICES OF CAL	215.00	School Finance and Management Conference 7-16/14 (T. Long)
				565.00	
20140602	BAKER,HOPE	OST PROGRAMS	ORIENTAL TRADING CO	138.91	OTHER/INSTRUCTIONAL
20140609	BAKER,HOPE	OST PROGRAMS	OFFICE DEPOT #908	64.23	OTHER/INSTRUCTIONAL
20140616	BAKER,HOPE	OST PROGRAMS	TUESDAY MORNING # 0201	60.40	OTHER/INSTRUCTIONAL
20140624	BAKER,HOPE	OST PROGRAMS	AMAZON MKTPLACE PMTS	63.71	OTHER/INSTRUCTIONAL
				327.25	
20140615	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	SCHOOLDUDE COM	200.00	SchoolDude University Seminar
20140617	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	HALDEMAN INC	369.36	HVAC Supplies - Cajon Park School
				569.36	
20140606	BRASHER,PAMELA	OST PROGRAMS	THE HOME DEPOT 6612	14.00	OTHER/INSTRUCTIONAL
20140609	BRASHER,PAMELA	OST PROGRAMS	OFFICE DEPOT #908	(49.74)	FUNDRAISER SUPPLIES
20140609	BRASHER,PAMELA	OST PROGRAMS	OFFICE DEPOT #908	78.57	FUNDRAISER SUPPLIES
20140610	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	72.92	OTHER/INSTRUCTIONAL
20140610	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	438.15	OTHER/INSTRUCTIONAL
20140610	BRASHER,PAMELA	OST PROGRAMS	DOLRTREE 3194 00031948	153.36	OTHER/INSTRUCTIONAL
20140611	BRASHER,PAMELA	OST PROGRAMS	OFFICE DEPOT #908	130.95	OTHER/OFFICE
				838.21	
20140604	BRENNER,DEBBIE	PEPPER DRIVE	LAKESHORE LEARNING #04	49.91	Title 1 - 1st grade manipulatives
20140605	BRENNER,DEBBIE	PEPPER DRIVE	IN-N-OUT BURGER #73	15.00	Donations - Academic achievement 8th grade
20140608	BRENNER,DEBBIE	PEPPER DRIVE	TLF ALLENS FLOWERS AND	34.34	Donations - Teacher of Year, Volunteer of the Year, Spring Festival
20140612	BRENNER,DEBBIE	PEPPER DRIVE	VONS STORE00030445	59.91	Donations - student awards
20140612	BRENNER,DEBBIE	PEPPER DRIVE	OFFICE DEPOT #2099	36.82	Donations - bins
20140618	BRENNER,DEBBIE	PEPPER DRIVE	CASH & CARRY DISCT FUR	337.85	Donations - bookcase
20140622	BRENNER,DEBBIE	PEPPER DRIVE	TOLLS WEST - PARKIN	17.00	Field Trips - 8th grade Disneyland
20140623	BRENNER,DEBBIE	PEPPER DRIVE	OFFICE DEPOT #2099	41.98	Donations - bins and tote
20140623	BRENNER,DEBBIE	PEPPER DRIVE	STAPLES 00103630	63.16	Donations - office supplies
				655.97	
20140605	GRIFFIN,DEBRA	TRANSPORTATION	OFFICE DEPOT #908	23.75	Calendar for 14/15 field trips
20140611	GRIFFIN,DEBRA	TRANSPORTATION	BUDGET TRUCK0527500071	130.78	LUGGAGE TRUCK RENTAL
20140616	GRIFFIN,DEBRA	TRANSPORTATION	BUDGET TRUCK0527500071	129.97	LUGGAGE TRUCK RENTAL
				284.50	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140605	HECK,TERRY	CARLTON HILLS	JONES SCHOOL SUPPLY	49.75	Honor Roll Ribbons for Promotion
20140608	HECK,TERRY	CARLTON HILLS	BIO COMPANY INC	27.66	Sheep Eyes for Science lab
				<u>77.41</u>	
20140609	HOOKS,TED A	CAJON PARK	TRAVRES*RES-DESK.COM	1,329.40	Lodging for Writing Institute in New York (EIA Budget)
				<u>1,329.40</u>	
20140608	JOHNSTON,ANDREW	CHET F. HARRITT	DELTA	622.00	Airjine ticket for Cari Melton to attend workshop in New York.
20140618	JOHNSTON,ANDREW	CHET F. HARRITT	AMAZON.COM	29.79	Book for professional development.
20140629	JOHNSTON,ANDREW	CHET F. HARRITT	ACT*CALIFORNIANS DEDIC	300.00	California STEM Symposium
				<u>951.79</u>	
20140606	JOINER,KRISTIE L	PEPPER DRIVE	MIXED BAG DESIGNS INC	31.02	6th Grade Camp - fundraiser
20140608	JOINER,KRISTIE L	PEPPER DRIVE	THE HOME DEPOT 673	169.12	Donations - spring festival
20140608	JOINER,KRISTIE L	PEPPER DRIVE	THE HOME DEPOT 673	61.33	Donations - spring festival
20140612	JOINER,KRISTIE L	PEPPER DRIVE	TOBY'S CANDLE & SOAP S	235.44	Field Trips - candle dipping
20140612	JOINER,KRISTIE L	PEPPER DRIVE	AMAZON MKTPLACE PMTS	27.98	Title - Ipod charger
20140624	JOINER,KRISTIE L	PEPPER DRIVE	LOWES #01661*	198.20	Donations - plants for grad and return receipt
20140625	JOINER,KRISTIE L	PEPPER DRIVE	VONS STORE00018978	150.00	Donations - attendance incentives
20140627	JOINER,KRISTIE L	PEPPER DRIVE	LOWES #01661*	(198.20)	Donations- plants for grad and return receipt
				<u>674.89</u>	
20140602	LINDSAY,JERELYN	SYCAMORE CANYON	DOLRTREE 3757 00037572	23.93	Vases for Volunteer Reception and frames for student/staff certificates
20140603	LINDSAY,JERELYN	SYCAMORE CANYON	SMARTNFINAL39810803989	79.51	Volunteer Reception coffee, food, water, etc.
20140605	LINDSAY,JERELYN	SYCAMORE CANYON	THE HOME DEPOT 673	7.11	Jr. Olympics tape for names on t-shirts
20140605	LINDSAY,JERELYN	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	58.00	iPad keyboard and cover for S. Tracy
20140605	LINDSAY,JERELYN	SYCAMORE CANYON	PARTY CITY #441	71.65	Volunteer Reception supplies
20140606	LINDSAY,JERELYN	SYCAMORE CANYON	SMARTNFINAL39810803989	22.94	Volunteer Reception food
20140606	LINDSAY,JERELYN	SYCAMORE CANYON	TLF ALLENS FLOWERS AND	43.60	Volunteer Reception flowers
20140609	LINDSAY,JERELYN	SYCAMORE CANYON	ECCENTRIC INTERNATIONAL	60.00	Volunteer Reception food
20140611	LINDSAY,JERELYN	SYCAMORE CANYON	MICHAELS STORES 8709	19.38	Basket and tissue for golf tournament donation from school
20140618	LINDSAY,JERELYN	SYCAMORE CANYON	IMAGESTUFF.COM	38.44	Split - Attendance tags (42.97%)
20140618	LINDSAY,JERELYN	SYCAMORE CANYON	IMAGESTUFF.COM	51.02	Attendance tags (57.03%)
20140618	LINDSAY,JERELYN	SYCAMORE CANYON	SEAWORLD/BUSCH GARDENS	66.99	Student attendance drawing
				<u>542.57</u>	
20140602	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	APL*APPLEONLINESTOREUS	1,224.72	PA - iPods
20140604	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	OFFICE DEPOT #908	102.33	Labeling supplies
20140605	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	APL*APPLEONLINESTOREUS	816.48	PA - iPods
				<u>2,143.53</u>	
20140611	MARTIN,SUZANNE	CAJON PARK	HOMEDEPOT.COM	699.76	Picnic tables for reading garden- Foundation Annual Mini-Grant. Mini Grant deposited into Donations account.
				<u>699.76</u>	
20140608	MCCOLL,LISA	HILL CREEK	DELTA	665.00	Airfare to Columbia University for teachers writing college- Noelle Murray
20140608	MCCOLL,LISA	HILL CREEK	DELTA	665.00	Airfare to Columbia University for teachers writing college- Cindy Wittbrodt
20140609	MCCOLL,LISA	HILL CREEK	OFFICE DEPOT #5125	46.65	Classroom supplies - Daniel Saksa
20140617	MCCOLL,LISA	HILL CREEK	NAESP-PEAP	33.00	8th grade promotion awards
20140625	MCCOLL,LISA	HILL CREEK	ALBERTSONS #6783	94.53	8th grade promotion breakfast
20140626	MCCOLL,LISA	HILL CREEK	PARTY CITY	41.53	8th grade promotion supplies
				<u>1,545.71</u>	
20140604	MCKINNON,KATHLEEN A	EDUCATIONAL SERVICES	OFFICE DEPOT #908	14.13	Supplies - ERC Admin - Academic Achievement Competition
20140604	MCKINNON,KATHLEEN A	EDUCATIONAL SERVICES	ALBERTSONS #6727	9.69	Food - ERC Admin - Academic Achievement Competition
20140611	MCKINNON,KATHLEEN A	EDUCATIONAL SERVICES	FOOD4LESS #0349	12.98	Food - PD - Math Teams
				<u>36.80</u>	
20140602	MICHEL,HOPE	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	32.81	Underpads for use by teachers with students in diapers.
20140626	MICHEL,HOPE	SPECIAL EDUCATION	AMAZON.COM	32.01	Heavy Duty Cases for use on iPods for SDC students
				<u>64.82</u>	
20140605	MONTLER,BONNER M	EDUCATIONAL SERVICES	CPM EDUCATIONAL PROGRA	201.81	College Preparatory Mathematics - Core Connections Black Line Masters (C1, C2, & C3).
20140612	MONTLER,BONNER M	EDUCATIONAL SERVICES	OFFICE DEPOT #908	8.62	Office supplies. Replacement stapler.
20140612	MONTLER,BONNER M	EDUCATIONAL SERVICES	CALIFORNIA STAMP COMPA	12.42	Office supplies. "Approved" rubber stamp for Supplemental Educational Services document management.
				<u>222.85</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140606	ORTEGA,KAREN	HUMAN RESOURCES	AWARDS BY NAVAJO	4.91	Engraving for retirement bell 2013-2014 (D. Brenner)
20140612	ORTEGA,KAREN	HUMAN RESOURCES	LATHEM TIME CORPORATIO	38.70	Ribbons for time clock
20140613	ORTEGA,KAREN	HUMAN RESOURCES	ACSA	90.00	Ed-Cal (ASCA) ad for principal position (SC)
20140620	ORTEGA,KAREN	HUMAN RESOURCES	ACSA	90.00	Ed-Cal (ASCA) ad for Vice Principal position (HC)
				223.61	
20140603	PIERCE,CATHY A	SUPERINTENDENT'S OFFICE	MIMIS CAFE 86	26.20	Business dinner with Member Levens-Craig
				26.20	
20140604	PROUTY,DANIEL J	CHET F. HARRITT	BEST BUY MHT 00011452	53.99	iPod shuffle.
20140608	PROUTY,DANIEL J	CHET F. HARRITT	GROUP TICKETING - D	3,460.00	Student tickets for Disneyland excursion.
20140613	PROUTY,DANIEL J	CHET F. HARRITT	AWARDS BY NAVAJO	33.29	Trophy to recognize Navy volunteers on campus.
20140619	PROUTY,DANIEL J	CHET F. HARRITT	GUITAR CENTER #112	198.41	Replacement microphone and mic. cord.
20140626	PROUTY,DANIEL J	CHET F. HARRITT	WAL-MART #1917	19.38	Tape for graduation
				3,765.07	
20140606	REES,TAMMY	HILL CREEK	SEAWORLD-SAN DIEGO	777.60	Admission tickets for 7th grade Aquatica end of year trip.
20140606	REES,TAMMY	HILL CREEK	SEAWORLD-SAN DIEGO	1,425.00	Admission tickets for 7th grade Aquatica end of year trip.
20140606	REES,TAMMY	HILL CREEK	GROUP TICKETING - D	8,210.00	Admission tickets for 8th grade Disneyland end of year trip.
20140612	REES,TAMMY	HILL CREEK	PARTY CITY #441	6.03	Ribbon for promotion certificates
				10,418.63	
20140619	RIFFEL,MEREDITH	PUPIL SERVICES	TARGET 00014852	15.65	Baby wipes for SDC summer school
				15.65	
20140604	ROSA,JIM	RIO SECO	AMAZON MKTPLACE PMTS	2.38	Instructional Supplies for teacher (13.23%)
20140604	ROSA,JIM	RIO SECO	AMAZON MKTPLACE PMTS	15.61	Instructional Supplies for teacher (86.77%)
20140604	ROSA,JIM	RIO SECO	HEIFER INTERNATIONAL	492.00	Donation from Mrs. Meier's and Ms. Glanz's class.
20140604	ROSA,JIM	RIO SECO	AMAZON.COM	21.02	Supplies for teacher
20140612	ROSA,JIM	RIO SECO	AMAZON MKTPLACE PMTS	21.17	Electronic equipment for teachers
20140612	ROSA,JIM	RIO SECO	AMAZON MKTPLACE PMTS	7.07	Electronic supplies for Teachers
20140612	ROSA,JIM	RIO SECO	AMAZON MKTPLACE PMTS	15.81	Electronic equipment for teacher
				575.06	
20140604	SCHWELLER,JOHN	PUPIL SERVICES	PYRAMID EDUCATIONAL CO	62.50	Speech activities for Marion Rashap-SLP
20140605	SCHWELLER,JOHN	PUPIL SERVICES	SCHOLASTIC INC. KEY 6	87.06	CC curriculum for A. Ryan at SSP
20140612	SCHWELLER,JOHN	PUPIL SERVICES	SCHOOLGIRL STYLE, LLC	70.89	Supplies for R. Pabis-SLP
20140615	SCHWELLER,JOHN	PUPIL SERVICES	DISNEY RESORTS	210.60	Hotel for J. Schweller for 24th Annual Threat Mgmt. Conf. in Anaheim
				431.05	
20140610	SHEEN,KRISTINA D	OST PROGRAMS	MICHAELS STORES 3256	197.04	OTHER/INSTRUCTIONAL
20140611	SHEEN,KRISTINA D	OST PROGRAMS	OFFICE DEPOT #908	23.75	OTHER/OFFICE
20140612	SHEEN,KRISTINA D	OST PROGRAMS	OFFICE DEPOT #908	(23.75)	OTHER/OFFICE
20140613	SHEEN,KRISTINA D	OST PROGRAMS	SAN DIEGO FAIR	285.00	ADMISSIONS/ENTRANCE FEES
20140615	SHEEN,KRISTINA D	OST PROGRAMS	WALMART.COM	114.80	OTHER/INSTRUCTIONAL
20140616	SHEEN,KRISTINA D	OST PROGRAMS	WALMART.COM	132.80	OTHER/INSTRUCTIONAL
20140617	SHEEN,KRISTINA D	OST PROGRAMS	99 CENTS ONLY STORES #	57.76	OTHER/INSTRUCTIONAL
20140617	SHEEN,KRISTINA D	OST PROGRAMS	99-CENTS-ONLY #0080	66.48	OTHER/INSTRUCTIONAL
20140619	SHEEN,KRISTINA D	OST PROGRAMS	LITTLE CAESARS 1872 00	59.40	FOOD FUNDRAISER
20140619	SHEEN,KRISTINA D	OST PROGRAMS	WAL-MART #1917	36.02	FOOD FUNDRAISER
				949.30	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140603	SIMPSON,DEBRA	RIO SECO	DAI SHOP HISTORY COM	133.20	Instructional Supplies for Teacher
20140604	SIMPSON,DEBRA	RIO SECO	DAI SHOP HISTORY COM	103.55	Instructional Supplies for Teacher
20140604	SIMPSON,DEBRA	RIO SECO	THE NATURE CONSVNCY NA	251.04	Donations from Mrs. Meier's and Ms. Glanz class
20140605	SIMPSON,DEBRA	RIO SECO	THE FUN MUSIC CO	49.90	Teacher Resources
20140611	SIMPSON,DEBRA	RIO SECO	SSI*CLASSROOM DIRECT	29.51	Instructional Supplies (50%)
20140611	SIMPSON,DEBRA	RIO SECO	SSI*CLASSROOM DIRECT	29.51	Donations (50%)
20140613	SIMPSON,DEBRA	RIO SECO	AMAZON.COM	12.11	Teacher Resources
20140615	SIMPSON,DEBRA	RIO SECO	AMAZON.COM	50.44	Teacher Resources
20140615	SIMPSON,DEBRA	RIO SECO	AMAZON MKTPLACE PMTS	15.55	Teacher Resources
20140622	SIMPSON,DEBRA	RIO SECO	AMAZON.COM	74.01	Teacher Resources
				748.82	
20140602	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	VONS STORE00018978	89.80	JH Honor Roll Luncheon
20140609	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	ALBERTSONS #6727	22.54	Jr. Olympics supplies
20140609	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	VONS STORE00018978	25.71	JH Honor Roll Luncheon
20140616	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	AMERICAN AIRLINES	689.00	Gillian Ryan airfare to August Writing Institute
20140616	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	AMERICAN AIRLINES	689.00	Bonnie Jackson airfare to August Writing Institute
20140622	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	VONS STORE00018978	21.59	Flowers for Volunteer Breakfast
20140626	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	VONS STORE00018978	15.63	Flowers for LAS IA's - end of job
				1,553.27	
20140612	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON.COM	73.72	HC lost book \$
20140612	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON MKTPLACE PMTS	33.99	HC lost book \$
20140613	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON MKTPLACE PMTS	13.74	HC lost book \$
20140613	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON MKTPLACE PMTS	13.16	HC lost book \$
20140615	SPENCER,LAURA K	EDUCATIONAL SERVICES	CAPSTONE PUBLISHERS	166.22	Hill Creek - lost book \$ replacement
20140615	SPENCER,LAURA K	EDUCATIONAL SERVICES	APL*APPLE ITUNES STORE	9.98	Create master Teacher iPad configuration - app purchase
20140615	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON MKTPLACE PMTS	9.31	HC lost book \$
20140615	SPENCER,LAURA K	EDUCATIONAL SERVICES	APL*APPLE ITUNES STORE	17.97	Create master Teacher iPad configuration - app purchase
				338.09	
20140603	VAIL,LINDA	SUPERINTENDENT'S OFFICE	DOLRTREE 3194 00031948	29.16	PLT Recognition Items
20140603	VAIL,LINDA	SUPERINTENDENT'S OFFICE	DOLRTREE 3207 00032078	9.81	PLT Recognition Items
20140604	VAIL,LINDA	SUPERINTENDENT'S OFFICE	DOLRTREE 3194 00031948	6.48	PLT Recognition Items
20140610	VAIL,LINDA	SUPERINTENDENT'S OFFICE	CTC*CONSTANTCONTACT.CO	378.00	Software Application
20140619	VAIL,LINDA	SUPERINTENDENT'S OFFICE	CHICK-FIL-A #02013	340.20	School Safety Patrol Picnic-Lunches
20140629	VAIL,LINDA	SUPERINTENDENT'S OFFICE	SHI CORP	65.23	Adobe Software
				828.88	
				33,921.83	

Consent Item D.2.8.
Prepared Karl Christensen
August 5, 2014

Approval of Agreement with Capitol Public Finance
Group to act as Dissemination Agent for Continuing
Disclosure Requirements for 2014-15

BACKGROUND:

Federal law incorporates requirements for continuing disclosure for all long-term debt issuances. These requirements involve an annual filing of financial information and periodic updates for any material changes in, or significant events related to, a District's financial condition or bond ratings.

The District has used Capital Public Finance Group for annual disclosure filings in previous years. Long-term debt issuances that are subject to continuing disclosure requirements include the following:

- Series A General Obligation Bonds
- Series B General Obligation Bonds
- Series C General Obligation Bonds
- Series D General Obligation Bonds
- Series E General Obligation Bonds
- 2008 Certificates of Participation
- 2010 Certificates of Participation

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with Capitol Public Finance Group to act as Dissemination Agent for Continuing Disclosure Requirements for the 2014-15 fiscal year.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$2,250 from the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.8.



Capitol | PFG

Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is hereby made between the Santee School District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG"). Capitol PFG agrees to provide the "Services," as more fully defined below, to Client and Client agrees to pay to Capitol PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. Definitions. The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be July 1, 2014.
 - b. The "Termination Date" shall be the June 30, 2015.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. Services. The duties and tasks to be performed by Capitol PFG (the "Services") shall be outlined in the attached Consulting Services Order(s). During the performance of such Services by Capitol PFG, the Client will retain and exercise decision-making authority over the Services performed by Capitol PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and Client may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order and attached to this Agreement.
3. Payment. Client shall pay Capitol PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. Termination. Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective immediately upon receipt of a Termination Notice.

Christopher Terry
Capitol Public Finance Group, LLC

Karl Christensen
Assistant Superintendent, Business Services
Santee School District

Date: 6-26-2014

Date _____



Capitol | PFG

Crafting Optimal Financial Solutions

CSO No. 2014-2

CONSULTING SERVICES ORDER

This Consulting Services Order (“CSO”) is an attachment to the Consulting Services Agreement made between the Santee School District (“Client”) and Capitol Public Finance Group, LLC (“Capitol PFG”).

Services:

Provide Dissemination Agent services as described in the Continuing Disclosure Certificates (CDCs) related to all outstanding debt of Client and Certificate of Acceptance of Dissemination Agent (attached).

Outstanding Debt with CDCs

See Attached Appendix A

Consulting Service Fee:

Annual Report Filing

Capitol PFG will receive a fee of \$2,250 plus expenses. Expenses related to this service involve statistical data reports provided by outside vendors.

Material Event Filing

Capitol PFG will receive a fee of \$500 per filing.

Payment Schedule:

The Consulting Service Fee will be invoiced upon completion and submittal of the Annual Report and Material Event filings.

Christopher Terry
Capitol Public Finance Group, LLC

Karl Christensen
Assistant Superintendent, Business Services
Santee School District

Date: 6-26-2014

Date _____

APPENDIX A

\$18,000,000
SANTEE SCHOOL DISTRICT
(San Diego County, California)
General Obligation Bonds Election 2006, Series A

\$12,385,076.75
SANTEE SCHOOL DISTRICT
(San Diego County, California)
General Obligation Bonds Election 2006, Series B

\$2,869,039.35
SANTEE SCHOOL DISTRICT
(San Diego County, California)
General Obligation Bonds 2006 Election, Series C

\$7,840,155.20
SANTEE SCHOOL DISTRICT
(San Diego County, California)
General Obligation Bonds 2006 Election, Series D

\$3,534,306.75
SANTEE SCHOOL DISTRICT
(San Diego County, California)
2011 General Obligation Bonds, Election of 2006, Series E

\$23,699,849.35
SANTEE SCHOOL DISTRICT
(San Diego County, California)
2008 Certificates of Participation

\$2,260,000
SANTEE SCHOOL DISTRICT
(San Diego County, California)
2010 Certificates of Participation

Certificate of Acceptance of

Capitol Public Finance Group, LLC as Dissemination Agent

Dated: June 26, 2014


The purpose of this Certificate of Acceptance ("Certificate") is to assist the Santee School District ("District") with meeting its continuing disclosure responsibilities under S.E.C Rule 15c2-12(b)(5). Upon acceptance of this Certificate, Capitol Public Finance Group, LLC ("Capitol PFG") will perform the following services as a third party Dissemination Agent:

- Annually request financial information and operating data from the District. Such request will be made at least 30 days prior to the Annual Report filing due date. The information request will include a review of a material event checklist.
- Seek methods to improve the District's continuing disclosure filings, including making it easier for investors to locate filings.
- Annually file and appropriately cross reference the District's Comprehensive Continuing Disclosure for all outstanding debt governed by a continuing disclosure certificate. Capitol PFG will provide the District with the Annual Report prior to its filing.
- Prepare continuing disclosure log of outstanding debt and review, amend and/or file any late or incomplete continuing disclosure filings.
- File material and significant event notices within 5 days of receipt.
- Annually provide the District with its fee proposal for Dissemination Agent Services.
- Capitol PFG is obligated to provide Dissemination Agent services only upon written direction by the District.

The District agrees to assist Capitol PFG as Dissemination Agent by doing the following:

- Timely provide financial information, operating data and the material event checklist as requested by Capitol PFG.
- Notify Capitol PFG of any events that are listed as a material or significant events within 5 days of having knowledge of such event.
- Review and acknowledge the Annual Report prior to its filing.
- Compensate Capitol PFG for its services in accordance with its fee schedule, and reimburse Capitol PFG for all expenses incurred in the performance of its duties as Dissemination Agent.
- Annually provide written acceptance of Capitol PFG's fee proposal to take effect.
- The District may terminate Capitol PFG as Dissemination Agent at any time with written notice.

Acceptance of Dissemination Agent Responsibilities

By: 
Christopher Terry
Managing Partner
Capitol Public Finance Group, LLC

By: _____
Karl Christensen
Assistant Superintendent, Business Services
Santee School District

Consent Item D.2.9.
Prepared by Karl Christensen
August 5, 2014

Approval of Agreement with Merrick & Associates
to Provide Mechanical Engineering Services
for the District Office HVAC Replacement Project

BACKGROUND:

The 2014-15 Deferred Maintenance plan includes replacement of the HVAC system at the District Office. The project scope needs to be designed and engineered, and bid documents need to be created as soon as possible to meet the District's planned schedule of work. Merrick & Associates has provided mechanical engineering services for the entire Capital Improvement Program and has done an excellent job.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with Merrick & Associates for mechanical engineering services for the replacement of the HVAC system at the District Office compound.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact will be \$12,600 from Deferred Maintenance funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.9.

Consent Item D.2.10.
Prepared by Karl Christensen
August 5, 2014

Adoption of Resolution No. 1415-03 to Commit the
Ending Fund Balance in Fund 40 for the Hill Creek
Solar Energy Project Debt Service

BACKGROUND:

Fund 40 – Special Reserve Fund was established to account for revenue and expenditures associated with solar projects. Currently, the only solar project in the District is at Hill Creek School.

To fund the installation of solar shade structures at Hill Creek School, the District issued Clean Renewable Energy Bonds (CREBs) with a term of 15 years. Fund 40 has been growing over the last 5 years due to receipt of performance-based incentives for solar generation but these funds will expire after December 2015 and Fund 40 will begin to decline. It is expected that this fund will break even at the end of the 15-year CREBs period.

In order to ensure a source for payment of debt service on the CREBs continues to exist, Administration recommends committing the ending fund balance in Fund 40 for this purpose. Commitment of the funds does not imply expenditure as the commitment can be reversed by the passing of a subsequent resolution. Commitment only reserves the funds for possible use in the future.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No.1415-03 to Commit the Ending Fund Balance in Fund 40 for the Hill Creek Solar Energy Project Debt Service.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The ending fund balance will vary in each fiscal year. The estimated balance at the end of 2014-15 is \$437,604.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.10.

SANTEE SCHOOL DISTRICT BOARD RESOLUTION NO. 1415-03

RESOLUTION TO COMMIT FUND BALANCE

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 establishing a hierarchy of fund balances as follows:

- **Non-Spendable Fund Balance** - Amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory, pre-paid expenses, and revolving cash fund amounts.
- **Restricted Fund Balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors), or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers.
- **Committed Fund Balance** - Amounts subject to internal constraints self-imposed by the District's highest level of decision making authority. Commitments may be changed or lifted only by the Board of Education taking the same formal action that imposed the constraint originally.
- **Assigned Fund Balance** – Amounts the District intends to use for a specific purpose. Assignments may be established by the governing board or by a designee of the Board. Examples include site carry-overs and accrued vacation.
- **Unassigned Fund Balance** – Amounts representing the residual balance in the General Fund that has not been assigned to other funds and that are not in the other classifications. The Reserve For Economic Uncertainty falls into this classification; and

WHEREAS, GASB Statement No. 54 further clarifies the constraints that govern how a governmental entity can use and designate amounts reported as fund balance and stipulates that the Fund Balance can only be Committed by action of the highest level of decision-making authority of the governmental entity; and

WHEREAS, the Governing Board is the highest level of decision-making authority, and has the authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed or assigned funds pursuant to Board Policy 3101; and

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Governing Board; and

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Governing Board prior to redirecting the funds for other purposes; and

NOW, THEREFORE, be it resolved, that the Governing Board of the Santee School District, in accordance with the provisions of GASB 54 hereby commits the following portions of its unassigned fund balances, as indicated by the Committed Fund classification, and funds cannot be used for any purpose other than directed below, unless the Governing Board adopts another resolution to remove or change the constraint:

- The ending fund balance in Fund 40 – Special Reserve Fund at the end of each fiscal year starting with the 2013-14 fiscal year. This commitment of the Fund 40 fund balance is to be used for debt service payments on Clean Renewable Energy Bonds and other expenditures associated with the solar shade structures installed at Hill Creek Elementary School

PASSED AND ADOPTED this 5th day of August, 2014 by the Governing Board of the Santee School District, of San Diego County, California, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Barbara Ryan, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Clerk of the Board

Consent Item D.2.11.
Prepared by Karl Christensen
August 5, 2014

Approval/Ratification of Attorney-Client Fee
Agreement with Fischbeck & Oberndorfer for Land
Use and Real Estate Matters

BACKGROUND:

The District is in the process of selling the Renzulli property to a developer contingent upon completion of the rezoning and entitlement process with the City of Santee. The District is also exploring the possibility of selling or leasing the Santee School site to a commercial developer.

Land use and real estate matters for public agencies is a complex area of law requiring the expertise of an attorney with extensive experience. Bill Fischbeck and the law firm of Fischbeck & Oberndorfer specialize in real estate law, especially as it pertains to public agencies. Mr. Fischbeck has worked with the Cajon Valley School District on similar matters and comes highly recommended.

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify the Attorney-Client Fee Agreement with Fischbeck & Oberndorfer for land use and real estate matters.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$325 per hour on an as needed basis.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.11.

FISCHBECK & OBERNDORFER

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

5464 GROSSMONT CENTER DRIVE

THIRD FLOOR

LA MESA, CALIFORNIA 91942

TELEPHONE (619) 464-1200

WILLIAM L. FISCHBECK

E-MAIL: wlf@lamesalaw.com

WEBSITE: www.LaMesaLaw.com

FAX: (619) 464-6471

July 24, 2014

Mr. Karl Christensen
Assistant Superintendent, Business Services
SANTEE SCHOOL DISTRICT
9625 Cuyamaca Street
Santee, CA 92071-2674

**Re: ATTORNEY-CLIENT FEE AGREEMENT
(Non-Litigation)**

Dear Mr. Christensen:

This letter (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, FISCHBECK & OBERNDORFER, A Professional Corporation ("Attorneys"), will provide legal services to SANTEE SCHOOL DISTRICT, Client, regarding the following described matter:

Re: Hourly Consulting Re: Land Use and Real Estate Matters on Request

1. EMPLOYMENT. Client hereby retains and employs Attorneys to represent Client in the matter described above. Attorneys agree to such employment and agree to provide those legal services reasonably required to represent Client in this matter. Attorneys' services will not include litigation of any kind. Unless the parties make a different agreement in writing, this Agreement will govern all future services Attorneys may perform for Client.

2. MINIMUM FEE/DEPOSIT. Client agrees to pay Attorneys the initial deposit of \$ -0-. The initial deposit, as well as any future deposit, will be held in a trust account. Client authorizes Attorneys to use that fund to pay the fees and other charges incurred on Client's behalf. Whenever Client's deposit is exhausted, Attorneys reserve the right to demand further deposits.

Client agrees to pay all deposits after the initial deposit within ten (10) days of Attorneys' demand. Any unused deposit at the conclusion of Attorneys' services will be refunded.

Mr. Karl Christensen
Assistant Superintendent, Business Services
SANTEE SCHOOL DISTRICT
July 24, 2014
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3. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Attorneys' prevailing rates for time spent on Client's matter by Attorneys' legal personnel. Attorneys' current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. The Rate Schedule also provides for periodic increases.

Attorneys will charge Client for time Attorneys spend on telephone calls relating to Client's matter, including, but not limited to, calls with Client, opposing counsel, experts, investigators, or administrative personnel. The legal personnel assigned to Client's matter will confer among themselves about the matter, as required. When they do confer, each person may charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, administrative hearing or other proceeding, each will charge for the time spent. Attorneys will charge for waiting time at administrative offices and elsewhere and for travel time, as per below

4. COSTS, INTEREST ON ADVANCES, AND OTHER CHARGES.

(a) In General.

Client hereby agrees to pay to Attorneys all reasonable costs, including third party costs and Attorneys' out-of-pocket costs, incurred in connection with representation by Attorneys in this matter. Third party costs include, but are not limited to, investigation fees and exhibit costs. Attorneys' out-of-pocket costs include, but are not limited to, such things as local travel expenses, long distance telephone charges, photocopying charges and other reproduction, computerized legal research expense, messenger fees, parking fees, facsimile charges, clerical staff overtime and postage. Except for the items listed on the Rate Schedule, all costs and expenses will be charged at Attorneys' cost.

(b) Out-of-Area Travel.

Client agrees to pay transportation, meals, lodging and other costs of any necessary out-of-town travel by Attorneys and Attorneys' personnel. Client will also be charged the hourly rates for the time Attorneys and Attorneys' legal personnel spend traveling, if such travel is authorized in advance and more than ten miles from Attorneys' offices.

5. BILLING STATEMENTS. Attorneys will send Client periodic statements for fees and costs incurred. Each statement will be due within thirty (30) days of its date. Client may

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request a statement at intervals of not less than thirty (30) days. If Client requests a statement, Attorneys will provide one within ten (10) days.

Billing statements will be submitted to Client as necessary to obtain anticipated costs, to recover costs advanced, or for payment for services rendered (when applicable). All statements for any services rendered and charged and costs advanced become delinquent thirty (30) days from the date of mailing and thereafter bear a **FINANCE OR INTEREST CHARGE** of one percent (1%) per month corresponding to an **ANNUAL PERCENTAGE RATE** of twelve percent (12%) per year. The balance upon which a finance or interest charge may be imposed will be the "Adjusted Previous Balance" which will be determined by adding any charges for services rendered, all costs advanced and all finance or interest charges which remain unpaid thirty (30) days from the date of mailing of the statement on which those charges appear. The amount of the finance or interest charge will be computed monthly by multiplying the Adjusted Previous Balance by one percent (1%) and, when appropriate, will be clearly reflected on Client's bill. If necessary, costs advanced, with accrued interest, will be paid out of Client's share of any recovery made after reduction for our fees as set forth herein.

No finance or interest charge will be assessed upon any charges for services rendered and costs advanced if those charges are paid within thirty (30) days of the date of mailing of the statement in which those charges appear.

6. ASSOCIATE COUNSEL. Outside associate counsel may be employed at Attorneys' discretion. Client shall bear the expense of associate counsel only upon Client's previous written agreement. Such fees may be charged directly to Client.

7. CONFLICTS OF INTEREST. It is understood that, as Client's Attorneys, conflicts of interest may arise between or among Client and/or Attorneys. In the event such a conflict of interest becomes known to any party, such party shall advise the other of such conflict. In such event, the parties will cooperate to attempt to eliminate such conflict. If necessary, Client will seek independent counsel as to the particular conflict issues.

8. OUR WITHDRAWAL AND TERMINATION. Attorneys may withdraw from this engagement at any time upon giving Client reasonable notice. Client may terminate this Agreement with Attorneys at any time. The parties shall execute documents to reflect such termination, on reasonable request.

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In the event either Client or Attorneys terminate this Agreement, then Attorneys shall be entitled to all costs advanced by Attorneys through the date of termination and the reasonable value of all services provided by Attorneys during the representation of Client.

9. NO GUARANTEE. Attorneys make no representations or guarantees as to the outcome of Client's matter other than the expression of opinion. Any estimate of fees and costs necessary are just that, only estimates, due to the uncertain nature of the course of processing administrative permits.

10. BINDING ARBITRATION. The parties hereto agree that any dispute relating to attorney's fees under this Agreement shall be submitted to arbitration before the San Diego County Bar Association pursuant to California Business and Professions Code Section 6200, et seq., or, should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California Business and Professions Code Section 6200, et seq.

Any other dispute (other than attorney's fees) between the parties hereto arising out of or relating to this Agreement or Attorney's professional services rendered to or for Client, shall be resolved by binding arbitration before either by an arbitrator selected by the mutual agreement of the parties hereto, or if the parties hereby cannot agree, then the parties hereby agree to submit the matter to binding arbitration before an arbitrator from the panel of the Judicial Arbitration and Mediation Service of San Diego ("Service"). To the extent that the parties are unable to agree upon an arbitrator from the Judicial Arbitration and Mediation Service, the parties hereby agree to submit to the Service the selection of an arbitrator.

The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

11. MESSAGES. Client hereby acknowledges and agrees that Attorneys may communicate with Client and others by telephone and email, and that there may be occasions that Attorneys leave an answering machine message, voice mail or send an e-mail to Client or others related to Client's matter. Client hereby consents to such communications, including, but not limited to, answering machine messages, voice mails, and email, which are left for Client or others, and which may contain confidential or privileged information.

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12. EFFECTIVE DATE. This Agreement shall be effective only when it has been signed by Attorneys and Client and delivered to Attorneys and any retainer and deposit for cost has been paid. This Agreement may be signed in counterparts.

13. CLIENT FILE. Attorneys will retain client's file for a period of approximately three to six months upon conclusion of Client's matter. At that time, Attorneys will mail correspondence to Client offering the file to Client or requesting that Client give permission to Attorney to destroy Client's file. In the event Client wishes Attorneys to transfer possession of Client's file to Client or a third party, Client shall make the request in writing and Client or the third party shall acknowledge receipt of the file in writing. Client's file includes Client's papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.

ATTORNEY:

FISCHBECK & OBERNDORFER, A.P.C.

By: 
WILLIAM L. FISCHBECK, ESQ.

The undersigned Client has read and understood the foregoing terms and those set forth on the attached Rate Schedule and agrees to them, as of the date FISCHBECK & OBERNDORFER, A Professional Corporation, first provided services. If more than one party signs below, each agrees to be liable, jointly and severally, for all obligations under this Agreement. Client acknowledges that it has been advised that before it sign below, Client has the right to consult with independent counsel, other than Fischbeck & Oberndorfer, A Professional Corporation, concerning the terms of this Fee Agreement.

CLIENT:

SANTEE SCHOOL DISTRICT

Dated: 7-24-14


By: Karl Christensen
Assistant Superintendent, Business Services

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Assistant Superintendent, Business Services
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FISCHBECK & OBERNDORFER,
A Professional Corporation

RATE SCHEDULE

A. Attorneys

WILLIAM L. FISCHBECK \$325.00 per hour

RON H. OBERNDORFER \$350.00 per hour

Associate Attorneys \$155.00 per hour

B. Staff

Legal Assistant \$ 110.00 per hour

Word Processing (when charged) \$ 35.00 per hour

C. Costs and Expenses

In-office copying – black & white \$.20 per page

In-office copying – color \$.30 per page

Facsimile transmissions \$1.00 per page

Computerized legal research \$165.00 per hour

(When charged)

For unusual postage requirements charges are at actual cost. Long distance telephone calls are charged at 1.5 times the actual charge to cover special taxes and accounting charges.

D. Subject to Change

The rates on this schedule are subject to change on twenty (20) days written notice. If Client declines to pay any increased rates, Attorneys retain the right to withdraw from representation of Client.

Consent Item D.2.12.
Prepared by Karl Christensen
August 5, 2014

Approval of Agreement with Western
Environmental For Hazardous Materials
Testing, Inspection, and Reporting for the
District Office Building

BACKGROUND:

On May 20, 2014, the Board of Education approved a list of deferred maintenance projects to be completed during 2014-15. This list included replacement of HVAC and flooring for the District Office building. In order to prepare for this project, it is necessary to conduct hazardous materials testing for asbestos and lead.

The District has used Western Environmental and Safety Technologies, Inc. (WEST) to provide hazardous materials testing, inspection, and consultation services for several years. This company has continuously provided excellent service and is very familiar with the District's facilities.

WEST provided a proposal to conduct asbestos and lead testing, inspection, and reporting services for the District Office Building for a cost not to exceed \$2,875. Staff has reviewed the proposal and determined it to be reasonable.

RECOMMENDATION:

It is recommended that the Board of Education approve Western Environmental for hazardous materials testing, inspection, and reporting services for the District Office Building.

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact is \$2,875 to be paid from deferred maintenance funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.12.

BACKGROUND:

Each year agreements are completed between San Diego County school districts to permit regular and special education children to make application to attend school in a district other than the district of residence. While we do enter into these agreements on a routine basis, any student requesting an interdistrict transfer must complete an individual request, which is reviewed on a case-by-case basis. Each school capacity is established separately and when the capacity is reached, the school is closed to new interdistrict transfer requests. Currently, Interdistrict Attendance Agreements are in place with 29 districts. Administration has received an Interdistrict Attendance Agreement request from Encinitas Union School District and recommends the agreement be approved for the term July 1, 2014 through June 30, 2019.

RECOMMENDATION:

It is recommended that the Board of Education approve the Interdistrict Attendance Agreement with Encinitas Union School District.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.13.

Consent Item D.3.1.

Approval of Supervised Fieldwork Agreement
with Brandman University

Prepared by Dr. Stephanie Pierce
August 5, 2014

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 Supervised Fieldwork Agreement from Brandman University.

The attached agreement provides Santee School District and Brandman University with options for placing student teachers, school psychologists, school counselors, and administrative personnel on campuses in an unpaid status. The terms of the agreement shall commence on August 1, 2014 and continue through July 31, 2017.

RECOMMENDATION:

Administration recommends that the proposed agreement with Brandman University for educational fieldwork be approved by the Board of Education.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Brandman University shall pay the District for field laboratory classroom placement of student teachers at the rate of \$200 per eight week session for each full-time multiple and single subject candidates and \$150 per eight week session for special education candidates. This money is designated to the Master Teacher's instructional budget.

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.3.1.

SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University San Diego Campus.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input checked="" type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and Santee School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Except for ten (10) days notice of non-payment of premium, the Parties will require 30 days written notice for any policies that are canceled, non-renewed, or coverage/limits that are reduced or materially altered.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Santee School District
 9625 Cuyamaca St.
 Santee, CA 92071
 Attn: Tim Larson, Asst. Superintendent
 Tel: (619) 258-2308

UNIVERSITY CONTACT INFORMATION:

Brandman University
 16355 Laguna Canyon Road
 Irvine, CA 92618
 Attn: School of Education, Dean
 Tel: (949) 341-9811

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 08/01/2014 (Cannot be older than older than 2 months from signature date) and shall continue in full force and effect through 07/31/2017 (not to exceed 3 years). This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
 Name: _____
 Title: _____
 Date: _____

UNIVERSITY: Signature: _____
 Name: Phillip L. Doolittle
 Title: Executive Vice Chancellor of Finance and
 Administration and Chief Financial Officer
 Date: _____

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200__ Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 150__ Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Fieldwork site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the FIELDWORK SITE shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.

- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.

- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.

- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in school Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.

- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

Consent Item D.3.2.

Approval of Student Teaching Agreement with San Francisco State University

Prepared by Dr. Stephanie Pierce

August 5, 2014

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 Teaching Agreement with San Francisco State University for this purpose. The terms of the agreement shall commence on July 1, 2014 and continue through June 30, 2017.

RECOMMENDATIONS:

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

This recommendation supports the following District goal:

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

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.3.2.

**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, 2014 to June 30, 2017
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 practicum shall not be counted as absences in computing the semester units of practice teaching or counseling or administrative practicum provided the student by the District.
5. UNIVERSITY agrees to indemnify, save, and hold harmless DISTRICT from any and all claims, damages, liabilities, or costs, including reasonable attorney’s fees and defense costs, arising or allegedly arising from the negligent acts, errors, or omissions of the officers, employees, or agents of UNIVERSITY.
DISTRICT agrees to indemnify, save, and hold harmless UNIVERSITY from any and all claims, damages, liabilities, or costs, including reasonable attorney’s fees and defense costs, arising or allegedly arising from the negligent acts, errors, or omissions of the officers, employees, or agents of DISTRICT.
6. University shall ensure that all students maintain an insurance policy called Student Professional Liability Insurance Program which will be procured by the University prior to the student reporting to District site.
7. District and University each shall maintain in full force Commercial Liability Insurance and Professional Liability Insurance with limits no less than \$1,000,000/\$3,000,000 aggregate. Evidence of such coverage shall be furnished upon request by District and University.

8. It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensations of either party. They shall not replace District staff except as may be necessary as a part of their educational training.

9. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the students' rotation, whichever is greater. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

10. 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 _____
 Megan Dobbyn
 Associate Procurement Officer

By _____
 Cathy Pierce
 Superintendent

 (Date)

 (Date)

“University”
 San Francisco State University
 1600 Holloway Avenue, CY140
 San Francisco, CA 94132
 Tel: 415-338-1837
 mdobbyn@sfsu.edu

“District”
 Santee School District
 9625 Cuyamaca St.
 Santee, CA 92071
 Tel: (619) 258-2304
 cathy.pierce@santeesd.net

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 _____, 2014.
(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.3.3.

Approval of Student Teaching Memorandum of Understanding with Azusa Pacific University

Prepared by Dr. Stephanie Pierce
August 5, 2014

BACKGROUND:

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers and interns. Santee School District has received a Student Teaching Memorandum of Understanding with Azusa Pacific University for this purpose. The term of this agreement shall commence on July 1, 2014 and terminate on June 30, 2017.

RECOMMENDATION:

Administration recommends that the Student Teaching Memorandum of Understanding with Azusa Pacific University for teacher education fieldwork be approved by the Board of Education.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Azusa Pacific University shall pay the District for field laboratory classroom placement of student teachers at the rate of \$100 per nine-week assignment for each full-time student teacher. These amounts are transferred to the school site budget for the master teacher's instructional budget.

STUDENT ACHIEVEMENT IMPACT:

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

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



STUDENT TEACHING MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and **Santee SD**, hereinafter called the **DISTRICT**:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide student teaching experience and to provide supervised field experience as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

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

I.

The District shall provide teaching experience through student teaching in schools and classes of the district for students of the University who possess a valid certificate of clearance and are assigned by the University to student teaching in schools or classes of the District. Such student teaching 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 their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for student teaching any student of the University assigned to student teaching in the District and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to student teaching in the District.

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.

II.

Student Teaching

“Full-time student teaching” is an assignment for the regular school day for the full 18-week public school semester, including all adjunct duties normally performed by a teacher.

At the secondary level, a full-time assignment is four periods of student teaching, one period of planned observation, and one preparation period for eighteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher. For the summer internship program, a full-time assignment is four periods of student teaching for six weeks.

For special education, a full-time assignment is a full school day in an appropriate mild/moderate or moderate/severe setting for eighteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

At the elementary level a full-time assignment is nine weeks in a primary (K-3) classroom and nine weeks in an intermediate (4-6) classroom. For this, the University will pay the District for performance by the District of all services required at a rate of one hundred dollars (\$100) for each full-time student teacher.

III.

An assignment of a student of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester and, as much as possible, shall begin on the first day of the District semester and continue through the last day of the District semester.

IV.

Within a reasonable time following the close of each assignment, the District shall submit an invoice, in duplicate, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

V.

Neither the University nor the District will provide transportation for students between the UNIVERSITY and the District school. Each student shall be responsible for his or her transportation.

VI.

The District shall maintain minimum insurance coverage for Worker’s Compensation, including Employer’s Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker’s Compensation, including Employer’s Liability, covering its employees and students.

The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability

insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and students. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and students.

The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

VII.

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

VIII.

The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

IX.

The University shall indemnify, save and hold harmless the District, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the University, and its officers, directors, agents, students and employees during the course and scope of a University student's clinical training.

The District shall indemnify, save and hold harmless the University, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the District, and its officers, directors, agents or employees during the course and scope of a University student's clinical training.

X.

The term of this agreement shall commence on **July 1st, 2014** and terminate on **June 30th, 2017**.

XI.

Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement,

students who have not yet completed their student-teaching assignment may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the classroom at any time.

The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

Execution in Counterparts and by Facsimile or Email. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

The following signatures hereby indicate approval of this contract:

Azusa Pacific University

Santee SD



By _____

By _____

Rebekah C. Harris

Director of Credentials and Student Placements

Title _____

Date 05/20/2014

Date _____

School of Education
Office of Credentials &
Student Placement
701 East Foothill Boulevard
PO Box 7000
Azusa, California 91702-7000
Phone: (626)815-5346

July 25, 2014

Attention: Dr. Stephanie Pierce
Santee SD
9625 Cuyamaca St.
Santee, CA 92071

Dear Dr. Stephanie Pierce,

Thank you so much for your ongoing partnership with Azusa Pacific University (APU). The Student Teacher Agreement, also known as a Memorandum of Understanding, between APU and Santee SD has expired, and we are very interested in executing an updated Student Teacher Agreement with your district. Please review our attached Student Teacher Agreement. If you have any questions or would like to suggest any modifications, please let us know. Upon approval of this agreement, please have an appropriate representative of Santee SD sign and return the Student Teacher Agreement. The agreement may be returned via email to rharris@apu.edu or vreed@apu.edu, by fax to (626) 815-5336, or by mail to:

Azusa Pacific University
School of Education
Office of Credential and Student Placements
ATTN: Rebekah Harris
PO Box 7000
Azusa, CA 91702

We look forward to continuing to partner with Santee SD.

Sincerely,



Rebekah Harris
Director, Office of Credentials and Student Placements
Phone: (626) 387-5816
Email: rharris@apu.edu

Consent Item D.3.4.

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

Prepared by Dr. Stephanie Pierce
August 5, 2014

BACKGROUND:

The San Diego County Office of Education has submitted agreements for its Outdoor Education Program to the District for approval. Fees for the Outdoor School Program are \$306 for the 5-day program (or \$260 for 4 days when scheduled during a week including a holiday) for each child in full attendance, which is an increase of \$16 for the 5-day and \$14 for the 4-day programs from the 2013-14 fee.

Program charges during the 2013-14 school year for the 5-day program per student was \$310 which included \$290 paid to the San Diego County Office of Education and \$20 for transportation costs and student insurance. The tentative schedule and fees for the Outdoor Education Program are below.

In addition, fees for the Marine Science Program half-day Floating Lab are \$680 per trip, which is an increase of \$20 from the 2013-14 fee per trip.

School Site	Departure Date	# of School Days	Cost - Camp, Transportation, Insurance
Carlton Hills Hill Creek Sycamore Canyon	10/20/14	5 days	\$340
Chet F. Harritt	10/27/14	5 days	\$340
Carlton Oaks	11/03/14	5 days	\$340
Rio Seco	12/15/14	5 days	\$340
Cajon Park	01/26/15	5 days	\$340
PRIDE Academy	02/17/15	4 days	\$290
Pepper Drive	03/23/15	5 days	\$340

RECOMMENDATION:

It is recommended that the Board of Education approve the 2014-15 Outdoor Education Agreements with the San Diego County Office of Education.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The cost per student for the Outdoor School Program is \$340 (5-day program) or \$290 (4-day program), which includes camp fees paid to the San Diego County Office of Education and transportation fees. Student contributions, scholarships, and fundraisers all contribute to funding needed for students to attend camp.

The cost of the Marine Science Floating Lab is \$680 per trip paid through student contributions, site categorical funding, and PTA donations. Students needing financial assistance are assured participation through PTA donations and scholarships.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.4.

San Diego County Office of Education

**MARINE SCIENCE FLOATING LAB
FIELD TRIP AGREEMENT – 2014-2015**

THIS AGREEMENT, made this July 1, 2014 and which will terminate on June 30, 2015, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and Santee School District, hereinafter called the "District/School", mutually agree as follows:

1. Basis of Agreement

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct various programs for school districts within the County of San Diego. District/School agrees to participate in these programs in accordance with the terms and conditions of this agreement.

2. Scope of Agreement

A. General

The County will make available and provide by contractual agreement the following programs:

- 1) Marine Science Floating Laboratory:
This program consists of a half-day field trip on San Diego Bay with hands-on science instruction and materials.

The County will coordinate the curriculum and activities of the above programs to provide students the opportunity to study marine biology, oceanography, history and economics in a "real world" environment.

B. County agrees to provide:

- 1) Boat transportation with qualified crew
- 2) Required instructional materials and on-board equipment
- 3) Marine Science curriculum and instruction
- 4) Scheduling of District/School participation
- 5) Invoice the District/School for field trip.

All trips are subject to cancellation due to severe weather conditions. In the event of inclement weather causing a cancellation of field trip, County will endeavor to reschedule the trip at a time that is agreeable to the District/School, however, such rescheduling is not guaranteed.

C. District/School agrees to:

- 1) Schedule participation in the program with the County by phone. Payment in the form of a Purchase Order or check is required to schedule a trip. Only private schools who do not utilize Purchase Orders may submit the Personal Guarantee of Payment that is found on our website. Each field trip shall be limited to a maximum of thirty-six (36) students and a maximum of four (4) accompanying adults.

- 2) Participating SCHOOLS must provide a minimum of one adult participant who holds a valid California teaching credential who is authorized by the District/School to supervise the students aboard the vessel and will aid in presenting the program if requested. Private organizations such as the Girl Scouts are exempt from this requirement.
- 3) Provide written notification to County of field trip cancellation a minimum of twenty (20) working days in advance of the trip. Less than twenty working days notification will result in a cancellation fee equal to fifty percent (50%) of the contract amount being charged to the District/School. The cancellation fee will be waived if the County is able to schedule a substitute paying group into your reserved time slot.
- 4) Pay the appropriate fees for services rendered upon receipt of invoice. The fees will be based on the following schedule:

Marine Science Floating Lab Field Trip	\$680.00
--	----------

3. Authorization to Copy Materials

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

4. Confidentiality of Service or Work

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

5. Independent Contractor

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

6. Hold Harmless

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

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

7. **Insurance Requirements**

Both County and District/School shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured under their policy.

8. **Compliance With Laws**

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

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

The contract price is a fixed fee per field trip. County will prepare and submit an invoice for each field trip. The District/School agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.

10. **Termination**

It is mutually agreed that either party may terminate this agreement by giving a twenty (20) working day written notice. District/School may be subject to cancellation charges if termination is less than twenty days, as noted above in paragraph (2.C.3) above.

11. **Audit**

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

12. **Safety**

District/School will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips. County to provide all appropriate water safety equipment as required by Coast Guard regulations for each student and adult on board.

13. **Governing Law/Venue San Diego**

In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

14. **Final Approval**

This agreement is of no force and effect until approved by signature by the Director of Outdoor Education.

15. **Contract Participants**

If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. **County Contact Person**

San Diego County Office of Education
Outdoor Education Program Director
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206

17. **Entire Agreement**

This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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

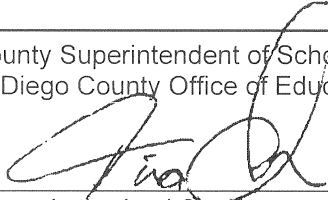
Santee School District
District/School

By _____

Title _____

Date _____

Authorized or ratified by the

County Superintendent of Schools San Diego County Office of Education

Authorized Signature
Senior Director of Outdoor Education
Title
5/16/14
Date

Board of Education
on _____

Authorized by the San Diego County Board
Education on March 12, 2014

Please return only one copy of this page

Rules for acceptance and participation in the Marine Science Floating Lab program are the same for everyone without regard to race, color or national origin, sex, age or disability.

San Diego County Office of Education

SCIENCE OUTREACH PROGRAM
FIELD TRIP AGREEMENT – 2014-2015

THIS AGREEMENT, made this July 1, 2014 and which will terminate on June 30, 2015, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and **Santee School District** hereinafter called the "District/School/Organization", mutually agree as follows:

1. **Basis of Agreement**

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

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

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

2. **Scope of Agreement**

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2014-2015:

- 1) Green Machine
\$425.00 per trip, serving up to four 1-hour classes of up to 30 students each
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.
- 2) Splash Science Mobile Lab
\$635.00 per trip, serving up to four 1-hour classes of up to 36 students each
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/stormdrain, GIS examination of local watersheds, water conservation, San Diego estuary, and microscope.

B. County agrees to provide:

- 1) Instructional materials
- 3) Curriculum and instruction
- 4) Scheduling of District/School/Organization participation
- 5) Invoice the District/School/Organization for field trip.

C. District/School/Organization agrees to:

- 1) Schedule participation in the program of choice with the County by phone and confirm by email.
- 2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO or simple email).

- 3) Provide a minimum of number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Splash Science Mobile Lab requires two participating adults.
 - a. If the school cannot provide the required participating adults, they must inform County a minimum of two days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$150 per participant provided by County.
- 4) Provide written notification to County of field trip cancellation a minimum of ten (10) working days in advance of the scheduled trip. Cancellation with less than ten working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.
- 5) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.
- 6) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. **Authorization to Copy Materials**

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

4. **Confidentiality of Service or Work**

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

5. **Independent Contractor**

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

6. **Hold Harmless**

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

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

that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**

Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

8. **Compliance With Laws**

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

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

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

10. **Termination**

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

11. **Audit**

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

12. **Safety**

District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.

13. **Governing Law/Venue San Diego**

In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

14. **Final Approval**

This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Senior Director of Outdoor Education.

15. **Contract Participants**

If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

16. **County Contact Person**

San Diego County Office of Education
Tina Chin, Senior Director Outdoor Education
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206

17. **Entire Agreement**

This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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

Santee School District

By _____

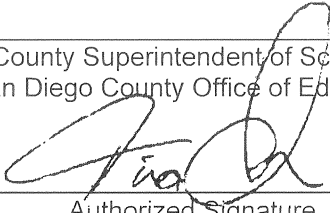
Title _____

Date _____

Authorized or ratified by the

Board of Education

on _____

County Superintendent of Schools San Diego County Office of Education

Authorized Signature
Senior Director of Outdoor Education
Title
May 16, 2014
Date

Authorized by the San Diego County Board

Education on March 12, 2014

Please return only one copy of this page

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

**AGREEMENT FOR PARTICIPATION AND SERVICES 2014-2015
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this **1st** day of **July, 2014**, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Santee hereinafter called the SCHOOL/DISTRICT.

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

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

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

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

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "district estimated fee" based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "district estimated fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) Pay to the OFFICE, a "pupil fee" for each student in actual attendance at the encampment based on a daily rate calculated by dividing the total scheduled program "pupil fee" by the number of days in the scheduled program.
- (4) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's food, lodging, and support services, also referred to as "Operational Fee".
 - (b) "District estimated fee" means the minimum fee estimated by the OFFICE for each school year as the cost of the instructional program, also referred to as "Instructional Fee", and is subject to final adjustment at the close of the school year as provided in section I.B.(6) of this agreement.
 - (c) Attendance for any portion of a day shall be counted a full day in camp.

(d) No refund of fees shall be made for students sent home for disciplinary reasons.

- (5) Payments to OFFICE for all fees under this agreement shall be made as follows:

- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment and at year-end if section B.(2) is applicable. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
 - (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.
- (6) If the cost of the instructional program for the school year exceeds payments made by the participating SCHOOL/DISTRICTs as called for under Section I.B.(1) hereof, the excess cost shall be apportioned among the participating districts based on the actual per pupil attendance from each such district.
 - (7) Provide transportation for pupils to and from outdoor school.
 - (8) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
 - (9) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
 - (10) Comply with the outdoor school schedule.
 - (11) Require each pupil attending an encampment to have the health and accident insurance referred to in I.A.(9) hereof.
 - (12) SCHOOL/DISTRICT agrees, except in a case of active negligence of OFFICE, to indemnify, defend and hold OFFICE and State of California, its officers, agents and employees, harmless from any liability or claim of whatsoever nature, arising out of, or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The SCHOOL/DISTRICT at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof. Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.
 - (13) Provide all required information on the Application to Participate form for each school which will participate in the OFFICE Outdoor School program. Form shall be completed and submitted OFFICE by the deadline noted on the application form.
 - (14) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**

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

II. Agreement Period and Termination

- A. The term of this agreement shall commence on **July 1, 2014** and will continue through **June 30, 2015**.
- S. This agreement may be terminated at any time upon mutual agreement of the parties involved.

III. Fees and Minimum Guaranteed Participation

- II. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2014-2015** is attached and is hereby made a part of this agreement.
- JJ. The SCHOOL/DISTRICT guarantees payment of the "district estimated fee" to the Office for not less than 85% of the projected participation as noted below during the school year. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Cajon Park	95	81	5	1/26/2015
Carlton Hills	40	34	5	10/20/2014
Carlton Oaks	100	85	5	11/3/2014
Chet Harritt	75	64	5	10/27/2014
Hill Creek	85	72	5	10/20/2014
Pepper Dr.	65	55	5	3/23/2015
Pride Academy at Prospect Ave	40	34	4	2/17/2015
Rio Seco	110	94	5	12/15/2014
Sycamore Canyon	45	38	5	10/20/2014

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

Santee
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Senior Director, Outdoor Education
Title

May 28, 2014
Date

Authorized or ratified by the Board of Education on:

Authorized by the San Diego County Board of Education on:

March 12, 2014

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

Consent Item D.4.2.
Prepared by Tim Larson
August 5, 2014

Approval of Credential Waiver

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 towards the credential.

RECOMMENDATION:

It is recommended that the Board of Education approve the credential waiver for the following employee number:

756497 Language, Speech & Hearing Specialist

FISCAL IMPACT:

This is a personnel item replacing a current position and thereby requires 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.4.2.

Consent Item D.4.3. Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children's Hospital, San Diego

Prepared by Tim Larson
August 5, 2014

BACKGROUND:

State law requires that school districts conduct vision and colorblindness, hearing, and scoliosis screenings of all students at specified grade levels. In past years, the District has contracted Rady Children's Hospital, San Diego to perform this screening service. The current agreement with the Hospital ends on June 30, 2014. The District receives excellent service from the Hospital.

Rady Children's Hospital staff performed 4788 mandated vision and hearing screenings in 2013-2014. They also provided an additional 104.10 hours for vision and hearing rescreening. Current District nursing staff would be unable to conduct this volume of mandated student health screenings in addition to their current District duties.

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

RECOMMENDATION:

It is recommended that the Board of Education approve the Agreement with Rady Children's Hospital for conducting mandated, student health screenings for the 2014-15 school year.

FISCAL IMPACT:

Cost per student per screening, as indicated in attached agreement, is charged to the General Fund. The maximum annual cost will depend on the actual number of students screened. In 2013-2014, the service cost was \$20,331.70. It is anticipated that the cost for 2014-2015 will be \$21,840.50.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

Santee School District
2013-2014 School Screening Services Rates

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$2.75
Initial screening of vision:	\$2.75
Initial screening of color perception:	\$2.75
Initial screening of difficult to test students/per screening:	\$6.05
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$66.50
Scoliosis initial and rescreens/Hourly rate-per screener:	\$66.50
Initial screening or retest of hearing or vision for Special Education students/Hourly rate-per screener:	\$66.50
School Nurse Hourly Rate (special education, IEP's, etc.):	\$66.50

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

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

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

Santee School District (“District”) will provide:

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

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

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

Consent Item D.4.4. Approval of Memorandum of Understanding with Rady Children's Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program

Prepared by Tim Larson
August 5, 2014

BACKGROUND:

The District participates in the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) program to support mental health services for Medi-Cal eligible students. Rady Children's Hospital and Health Center (RCHHC) is a community organization certified to provide EPSDT-funded mental health services. RCHHC professionals have provided these services to students since the program's inception. Staff from RCHHC serve Hill Creek, Pepper Drive, PRIDE Academy, and Rio Seco Schools.

RECOMMENDATION:

It is recommended that the Board of Education approve this Memorandum of Understanding with Rady Children's Hospital and Health Center for the EPSDT program for the 2014-2015 school year.

FISCAL IMPACT:

There is no cost to the school district. RCHHC receives reimbursement for services provided directly from the State Department of Health for Medi-Cal eligible children.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into and executed as of **July 1, 2014**, by and between **Rady Children’s Hospital – San Diego, Children’s Outpatient Psychiatry** (“Provider”); and **Santee School District** (“District”), with respect to the following matters:

- A. The parties to this MOU desire to provide mental health services, including individual, collateral, family and group psychotherapy services, medication support, case management, and rehabilitative services under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Funded Mental Health Services to Medi-Cal eligible children/youth and under the Mental Health Services Act (MHSA) to eligible Seriously Emotionally Disturbed (SED) children/youth as per MHSA target population criteria.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the delivery of EPSDT and MHSA services.

This agreement shall be effective from **July 1, 2014** through **June 30, 2015**.

NOW, THEREFORE, the parties agree as follows:

1. Program Description. The EPSDT and MHSA Services shall be provided in accordance with the following:
 - a) PROVIDER shall deliver services to children/youth who meet the eligibility criteria pursuant to Federal and State law governing EPSDT and MHSA Mental Health Funded Services and the Provider’s Contract with County for the provision of EPSDT and MHSA Funded services.
 - b) EPSDT and MHSA Funded Services may include individual, collateral, family and group psychotherapy services, medication support, case management, and rehabilitative services, as authorized by Federal and State law and specified by the Contract County holds with the Provider.
2. Termination. This MOU may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days prior written notice from any party. Those authorized to receive notice for the parties are the signatories of this MOU.
3. District Responsibilities. The District’s responsibilities shall include the following:
 - a) Designation of consistent location within each school or other mutually agreed upon locations to be used for EPSDT and MHSA Services.
 - b) Dates and times to be agreed upon by the parties including year-round service location when school is not in session.
 - c) Promotion of EPSDT and MHSA Funded services in the District schools and community.
 - d) Assist in identification and referral of eligible students to Provider for EPSDT and MHSA funded services.
 - e) Designation of staff to act as a liaison with County Liaison and Provider to assist in the implementation of EPSDT and MHSA Funded services.
 - f) Notification to County Liaison upon any change in district designated contact.
 - g) Facilitation and participation in cross-system training.
 - h) Facilitation of family member’s access to family treatment on campus when indicated.
 - i) Notify the County when issues arise between the District and the Provider that cannot be resolved.
4. Provider Responsibilities. Provider’s responsibilities shall include the following:
 - a) Provider shall provide EPSDT and MHSA funded services to eligible children/youth referred by the District by employing qualified staff, per state and federal regulations governing such, and as set forth in Provider’s Contract with County.

- b) Submission of quarterly reports to the District specifying the number of students referred for services, the number of students served, and such additional information as agreed upon by the parties.
 - c) Designation of staff to keep in close communication with and meet with school site referral teams (SST) to facilitate appropriate referrals to provider and open communication between provider and school site staff.
 - d) Provider shall comply with the school district's background check process requirement for each staff providing services on any school campus.
 - e) Designation of staff to act as a liaison with District and County to assist in the implementation of EPSDT and MHSA Funded services.
 - f) Provider shall notify the County when issues arise between the Provider and the District.
5. Confidentiality. The parties agree that all information and records obtained in the course of providing services pursuant to this agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328.
6. Indemnification. Provider agrees to defend, indemnify, and save free and harmless the District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from provider's performance or lack thereof under this agreement.

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

The parties entering into this MOU furthermore agree that the District shall not assume any financial liability for any of the services rendered by Provider under terms of this agreement regardless of whether or not those services are reimbursed by County.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

PROVIDER: **Rady Children's Hospital-San Diego**

Name: **Margareta Norton** Date _____

Signature: _____

Title: **Executive Vice President & CAO**

DISTRICT: **Santee School District**

Name: **Karl Christensen** _____ Date _____

Signature: _____

Title: **Assistant Superintendent** _____

Consent Item D.4.5.

Approval of Interagency Agreement with San Diego Unified School District to Provide Access to the STEPS Program

Prepared by Tim Larson
August 5, 2014

BACKGROUND:

By participating in this Interagency Agreement we will be provided access to the STEPS program. The STEPS program is funded by the County of San Diego Behavioral Health Services and serves youth with sexualized behaviors. If students require these services we will be able to take advantage of the program and make the appropriate referral. We will be charged for our participation in this program only when we have students enrolled. We did enter into this agreement for the 2013-14 school year and are required to submit a new agreement for the 2014-15 school year.

RECOMMENDATION:

It is recommended that the Board of Education approve the Interagency Agreement with San Diego Unified School District.

FISCAL IMPACT:

There is no cost to the school district until we refer a student to the program.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.

ORIGINAL

AGREEMENT No: PS-15-0027-19

I.B.
3/27/14

AGREEMENT BETWEEN
SAN DIEGO UNIFIED SCHOOL DISTRICT,
MENTAL HEALTH SYSTEMS
AND
LOCAL EDUCATION AGENCIES
IN SAN DIEGO COUNTY

This Agreement ("Agreement") is entered into by and between the San Diego Unified School District (SDUSD), located at 4100 Normal Street, San Diego, California 92103, hereinafter referred to as "District"; Mental Health Systems, hereinafter referred to as "MHS" and the following Local Education Agencies in San Diego County:

Alpine Union, Bonsall Union, Borrego Springs Unified, Cajon Valley, Cardiff, Carlsbad Unified, Chula Vista Unified, Coronado Unified, Dehesa, Del Mar Union, Encinitas Union, Escondido Union Elementary, Escondido Union High, Fallbrook Union Elementary, Fallbrook Union High, Grossmont High, Jamul-Dulzura Union, Julian Union, Julian Union High, La Mesa-Spring Valley, Lakeside Union, Lemon Grove, Mt. Empire Unified, National, Oceanside Unified, Poway Unified, Ramona Unified, Rancho Santa Fe, San Dieguito Union High, San Marcos Unified, San Pasqual, San Ysidro, Santee, Solana Beach, South Bay Union, Spencer Valley, Sweetwater Union, Vallecitos, Valley Center-Pauma,

hereinafter referred to as "LEA" or "LEAs"; and collectively referred to as the "Parties."

RECITALS

WHEREAS, MHS provides an intensive 230 day therapeutic STEPS Program ("MHS STEPS") to young males ages 12 to 18, and in grades 6 through 12, through an agreement between MHS and San Diego County Behavioral Health Services (SDCBHS); and

WHEREAS, District operates a traditional calendar 180 school day program and summer school/Extended School Year ("ESY") at MHS STEPS ("School Program") to educate students while placed in MHS STEPS by SDCBHS; and

WHEREAS, the LEAs desire to have their students receive educational services in School Program from the District while the students are placed at MHS STEPS by SDCBHS; and

WHEREAS, District has staff that is specially trained and possess the necessary skills, experience, education and competency, and licenses or credentials to perform the required educational services of School Program.

NOW, THEREFORE, DISTRICT, MHS, and LEAs do mutually agree as follows:

I.
TERM

The term of this Agreement shall commence on July 1, 2014 and shall end on June 30, 2015.

**II.
RESPONSIBILITIES OF DISTRICT**

District will:

- A. Operate School Program for eligible students ages 12 to 18 and in grades 6 through 12. The School Program will operate on the District's traditional school calendar of 180 instructional days and 29 summer school/ESY days.
- B. Provide certificated staff as appropriate who will be responsible for the daily supervision of the School Program.
- C. Ensure teachers and paraprofessionals assigned to School Program have appropriate credentials and background checks consistent with District employment requirements and the California Education Code.
- D. Collaborate with LEAs regarding requests for academic records and information, and special education referrals and assessments for students attending School Program.
- E. Provide all instructional curriculum and related materials following the District's designated course of study for all students in School Program.
- F. Provide the following District staff:
 - a. Enrollment clerk to handle enrollment of students and processing of student records;
 - b. School psychologist for school assessments including special education assessments and attendance at Individualized Education Program (IEP) team meetings;
 - c. Designated Instructional Services (DIS) personnel as needed according to individual student IEPs;
 - d. District budget department staff to process interagency transfer and billing information for students enrolled in School Program; and
 - e. District administrator to oversee operations of School Program.
- G. Collaborate with MHS regarding the School Program to discuss and address issues and concerns as soon as possible.
- H. Provide written notification to an LEA when a student from the respective LEA is expected to enroll in School Program. Notification will be provided at least 10 business days prior to student's expected start date at School Program. The Notification & Acknowledgement of Student Enrollment (Attachment A) form will be used to notify the LEA.
- I. Provide LEAs with key school contacts including school administrator, transportation coordinator, school counselor, and special education case manager, as applicable.
- J. Provide educational services, including delivery of special education services, for students enrolled in School Program.
- K. Except for transportation services as provided for in Section III.C. below, District agrees to assume responsibility for provision of special education services to students during their time of enrollment in School Program.
- L. Provide respective LEA's Director of Special Education with written notification of scheduled IEP team meetings for student.
- M. In collaboration with the LEA, participate in transition planning for student's return to LEA, if applicable.
- N. In accordance with the Payment Schedule for Education Support Fee (Attachment C), invoice LEA for each academic semester or summer school/ESY term in which student was educated by District for period of five days or more.

- O. Within 8-10 business days of District's receipt from MHS of notification of scheduled release, District will notify LEA by sending the "Notification of Student Exit from MHS STEPS and Return to Local Education Agency" (Attachment D).
- P. Provide respective LEA with student's exiting grades, course completion information, and current IEP, if applicable.

**III.
RESPONSIBILITIES OF LEA**

Upon notification of student enrollment in School Program, LEA shall perform the following services:

- A. Approve the Acknowledgement of Student Enrollment in MHS STEPS (Attachment A), sign and return to District within 10 business days of receipt of notice of enrollment.
- B. Submit completed Transportation Plan for Student (Attachment B) to District within 10 business days of receipt of notice of enrollment.
- C. Provide adequate student transportation to and from MHS STEPS for all 230 therapeutic program days, inclusive of school days. LEAs assume responsibility for special education transportation services for students whose IEPs provide transportation as a related service.
- D. Provide District with the student's educational records including special education records, if applicable.
- E. Participate in transition planning for student's possible return to LEA at the end of the School Program and/or MHS STEPS.
- F. In accordance with the Payment Schedule for Education Support Fee (Attachment C), within 30 days of receipt of invoice from District, reimburse the District an Education Support Fee provided during the student's enrollment in School Program.

**IV.
RESPONSIBILITIES OF MHS**

- A. Provide adequate classroom space and utilities in compliance with state and District guidelines at no cost to the District or LEAs.
- B. Cooperate with District administration and staff assigned to School Program and adhere to all District enrollment, educational, and disciplinary procedures, as applicable.
- C. Notify District School Program administrator(s) of any MHS STEPS activities/events which may have an impact on School Program and its staff and students.
- D. Collaborate with District School Program administrator(s) to discuss and address issues and concerns as soon as possible.
- E. Include a District School Program enrollment letter in MHS STEPS' intake packet and inform School Program classroom teacher(s) of new student intakes.
- F. Provide written notification to District within 10 business days before a new student is expected to begin attendance in School Program at MHS STEPS.
- G. Provide written notification to District of a student's scheduled release date from MHS STEPS within 10 business days of scheduled release date.
- H. Participate in collaborative transition planning with District and LEA for students preparing to return to LEA.

V.
COMPENSATION

LEA shall pay District an Education Support Fee for each student from the LEA enrolled in MHS STEPS for a period of five days or more within a semester or summer school session/ESY. The Education Support Fee will be charged at the following rates:

San Diego Unified Semester 1 (Fall)	\$ 4,000.00
San Diego Unified Semester 2 (Spring)	\$ 4,000.00
San Diego Unified Summer School/ESY	\$ 1,650.00

District will invoice LEA at the end of each academic semester and at the end of the summer school session/ESY. LEA's will provide payment to the District within 30 calendar days following receipt of the District invoice.

VI.
CONFIDENTIALITY OF STUDENT DATA (FERPA)

The Parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the School Program at MHS STEPS, and of their parents, are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations of this Agreement. The Parties agree to ensure necessary releases are in place and signed by enrolled students' parents/guardians prior to releasing student information that is otherwise not disclosable between the Parties.

VII.
AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the District's governing board.

VIII.
TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by any party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortuous conduct. In the event a LEA gives notice of termination, any students enrolled in School Program will be disenrolled and the LEA of student's residence will assume full responsibility for educational services to student(s).

IX.
INDEPENDENT CONSULTANT

MHS is, for all purposes arising under this Agreement, an independent Consultant. No officer, agent or employee of consultant or District or LEA shall be deemed an officer, agent or employee of the other party. Neither consultant nor District nor LEA, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

**X.
ASSIGNMENT**

MHS, District and LEA may not assign or transfer any interest in this Agreement without the prior written consent of the other Parties.

**XI.
INDEMNIFICATION**

1. District agrees to defend, indemnify and hold harmless the LEAs and MHS, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of the District or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by District during performance of this Agreement.
2. LEAs agree to defend, indemnify and hold harmless the LEAs and MHS, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of the LEAs or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by LEAs during performance of this Agreement.
3. MHS agrees to defend, indemnify and hold harmless the District and LEAs, their Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") arising from the negligence or willful misconduct of MHS or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by MHS during performance of this Agreement.
4. In the event any Claim covered by this Agreement arises from the acts or omissions of the Parties, each Party shall be liable to the other in proportion to its respective fault.

**XII.
NOTICES**

Any notice permitted or required under the provisions of this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

MENTAL HEALTH SYSTEMS:

SAN DIEGO UNIFIED SCHOOL DISTRICT:

Kimberly Bond, President/CEO
9445 Farmington St
San Diego, CA 92123
(858) 380-4676
(619) 279-1962
kbond@mhsinc.org

Vanessa Peters, Program Manager
Children & Youth in Transition
San Diego Unified School District
4100 Normal St., Annex 14
San Diego CA 92103Ph.
(619) 725-7652
vpeters@sandi.net

**XIII.
CONTRACT DOCUMENTS**

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents:

- Attachment A: Notification & Acknowledgement of Student Enrollment in MHSCP Program
- Attachment B: Transportation Plan for Student
- Attachment C: Payment Schedule for Education Support Fee for Students Enrolled in San Diego Unified School Program
- Attachment D: Notification of Student Exit from MHSCP Program and Return to Local Education Agency

**XIV.
INSURANCE**

Without limiting the mutual indemnification obligations of and between each party to this Agreement, District, MHS and LEAS shall, at their sole cost and expense, procure and maintain throughout the term of this Contract and any renewal thereof, the following insurance coverage: Commercial General Liability, Professional Liability including Abuse & Molestation, Automobile Liability, and Workers Compensation/Employers Liability insurance sufficient to protect the District, MHS and LEAS from all claims for personal and bodily injury, including death, as well as from all claims for property damage arising from the operations under this Contract. Said insurance shall be provided by an admitted California insurer, which is rated at least A-, VII by the current A.M.Best Key Rating Guide. Exception may be made for the State Compensation Fund when not specifically rated. If coverage is provided by a non-admitted carrier, the insurer must be included in the current California List of Approved Surplus Lines Insurers (LASLI list) and otherwise meet all rating requirements.

Minimum Limits of Insurance:

- 1. General Liability (Products/Completed Operations):
 - Per Occurrence.....\$2,000,000
 - Aggregate.....\$4,000,000

If Abuse and Molestation coverage is included under General Liability, coverage shall be to the full policy limits.

- 2. Workers' Compensation:
Statutory limits and Employer's Liability with limits of\$1,000,000
- 3. Auto Liability (per accident required):
Combined single limits, per accident for Owned, Non-Owned, Hired vehicles
("any" auto).....\$1,000,000
If students will be transported, enhanced limits of\$5,000,000
- 4. Professional Liability:
Per Occurrence.....\$1,000,000
Aggregate.....\$2,000,000

If Abuse and Molestation coverage is included under Professional Liability, coverage shall be to the full policy limits.

Evidence of the aforementioned insurance policies shall be provided to any Party to this Agreement upon request by a named Party.

**XV.
TUBERCULOSIS TESTING**

MHS and District shall ensure that their respective employees or subcontractors working at School Program have provided a tuberculosis (TB) certificate of clearance prior to commencing initial employment. MHS and District shall not place any employee or subcontractor at School Program without a valid TB certificate on file showing that the employee or subcontractor was examined and found to be free from active TB, as defined in California Education Code Section 49406.1(a).

**XVI.
FINGERPRINT CLEARANCE**

In accordance with California Education Code Section 45125.1, MHS and District shall ensure that their respective employees and subcontractors working at School Program have obtained fingerprint background clearance through the California Department of Justice screening process. MHS and District will ensure that their respective subcontractors will not place any person at School Program who has a conviction of a serious or violent felony as defined in Education Code Section 44830.1 (c) (1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined in Education Code Section 44011.

**XVII.
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the District and the MHS with respect to its subject matter, and supersedes all prior or contemporaneous agreements, representatives and understandings.

**XVIII.
SEVERABILITY**

APPROVED 4/4/14

If any of the provisions of this Agreement are held invalid under any law, such invalidity shall not affect the remainder of the Agreement.

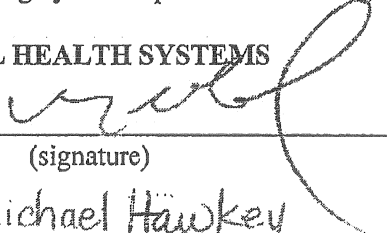
**XIX.
EXECUTION**

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representative, successors, or assigns; (b) is for the sole benefit of the District, LEAs and MHS, and no student or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement; (c) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) shall be constructed and enforced in accordance with the laws of the State of California, and; (e) has been executed at San Diego, California, as of the last date set forth below.

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

MENTAL HEALTH SYSTEMS

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: 
(signature)

By: 
(signature)

Name: Michael Hawkey
(typed or printed name)


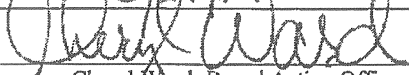
Name: Arthur S. Hanby Jr., CPPO, C.P.M., CPPB
(typed or printed name)

Title: Executive VP of Finance & Admin

Title: Strategic Sourcing and Contracts Officer

Date: 4/23/2014

Date: 06/04/2014

APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Education of the San Diego Unified School District
Date: <u>5/8/14</u>	Date: <u>5/27/14</u>
<u></u> Patrick D. Frost, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	<u></u> Cheryl Ward, Board Action Officer SAN DIEGO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

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

ELEMENTARY SCHOOL DISTRICTS:

ALPINE UNION

BONSALL UNION

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

CAJON VALLEY UNION

CARDIFF

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

CHULA VISTA

DEHESA

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

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

ELEMENTARY SCHOOL DISTRICTS (continued):

DEL MAR UNION

ENCINITAS UNION

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

ESCONDIDO UNION

FALLBROOK UNION

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

JAMUL-DULZURA UNION

JULIAN UNION

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

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

ELEMENTARY SCHOOL DISTRICTS (continued):

LA MESA-SPRING VALLEY

LAKESIDE UNION

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

LEMON GROVE

NATIONAL

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

RANCHO SANTA FE

SAN PASQUAL UNION

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

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

ELEMENTARY SCHOOL DISTRICTS (continued):

SAN YSIDRO

SANTEE

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

SOLANA BEACH

SOUTH BAY UNION

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

SPENCER VALLEY

VALLECITOS

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

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

HIGH SCHOOL DISTRICTS:

ESCONDIDO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

GROSSMONT UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGUITO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SWEETWATER UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

UNIFIED SCHOOL DISTRICTS:

BORREGO SPRINGS UNIFIED

CARLSBAD UNIFIED

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

CORONADO UNIFIED

MOUNTAIN EMPIRE UNIFIED

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

OCEANSIDE UNIFIED

POWAY UNIFIED

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

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

UNIFIED SCHOOL DISTRICTS (continued):

RAMONA UNIFIED

VALLEY CENTER-PAUMA UNIFIED

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

SAN MARCOS UNIFIED

WARNER UNIFIED

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

VISTA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

APPROVED 6/4/14



San Diego Unified
SCHOOL DISTRICT

Vanessa Peters, Program Manager
Children & Youth in Transition
4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7326 Fax: (619) 725-7652
vpeters@sandi.net

ATTACHMENT A

**Notification & Acknowledgement of Student Enrollment
in San Diego Unified School Program at Mental Health System (MHS) Program**

Date: _____

Dear _____:

The purpose of this letter is to provide notice that a student from your district/LEA will be enrolled in and receive educational services from San Diego Unified School District during the student's placement at MHS Program and to request district/LEA acknowledgement of responsibility for the education support fee and student transportation.

In accordance with the Agreement dated _____ between San Diego Unified, MHS, and Local Education Agencies in San Diego County, San Diego Unified agrees to notify a participating LEA's pupil services department within 10 days when a student from that LEA is enrolled in the school program at MHS Program.

Upon notification, participating LEAs agree to sign the **Acknowledgement of Student Enrollment in MHS Program**, acknowledging financial responsibility for each student who is a resident of the participating LEA and who is otherwise the responsibility of the respective LEA.

Education Support Fee. Participating LEAs agree to reimburse San Diego Unified an Education Support Fee of \$4,000 per academic semester and \$1,650.00 for extended school year (ESY), totaling \$9,650.00 per student, per year, for each student from the respective LEA who attends the MHS Program School. San Diego Unified will bill participating LEAs at the end of each semester only for those student enrolled 5 or more days each semester, payable within 30 days.

Transportation. Participating LEAs agree to provide transportation, as appropriate, to their respective resident students for 203 days per year for student participation in the MHS Program. San Diego Unified agrees to provide extended school year (ESY) services during the traditional school year summer break to eligible students

If you have any questions regarding this notification, you may contact Vanessa Peters, Program Manager, at 619-725-7054 or by email, vpeters@sandi.net.

APPROVED
6/4/14

Revised 3/6/14



San Diego Unified
SCHOOL DISTRICT

Vanessa Peters, Program Manager
Children & Youth in Transition
4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7326 Fax: (619) 725-7652
vpeters@sandi.net

**Acknowledgement of Student Enrollment in San Diego Unified School District
and Mental Health Services (MHS) Program**

TO: Vanessa Peters, Program Manager, Children & Youth in Transition

FROM:

Student Information:

Student	Date of Birth
Student Address	Parent/Guardian
Start date at MHS PROGRAM	Parent/Guardian Phone

Statement of Acknowledgement

I acknowledge that the LEA/District of Residence have been notified that the student named above will be enrolled in and receive educational services from San Diego Unified School District during the student's placement at MHS Program. In addition, the LEA acknowledges the financial responsibility of the LEA for this student who is otherwise the responsibility of San Diego Unified School District.

Local Education Agency

San Diego Unified School District

X

X

Representative, LEA/District of Residence

Representative, San Diego Unified School District

Print Name: _____

Print Name: Vanessa Peters

Title: _____

Title: Program Manager

Date Signed: _____

Date Signed _____

APPROVED 6/4/14



San Diego Unified
SCHOOL DISTRICT

Vanessa Peters, Program Manager
Children & Youth in Transition
4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7326 Fax: (619) 725-7652
vpeters@sandi.net

ATTACHMENT B

**Transportation Plan for Student
in San Diego Unified School Program at Mental Health System (MHS) PROGRAM**

Date: _____

LEA: _____

Student Information:

Student	Date of Birth
Student Residence	Parent/Guardian
Start date at MHS PROGRAM	Parent/Guardian Phone

The LEA will make arrangements for the above student to receive up to 230 days of transportation for to and from the school located at the MHS Program. The student is required to be at the MHS Program from 8:00 a.m. – 3:00 p.m.

Please describe the type of transportation that LEA will provide:

Transportation Plan (type, schedule): _____

Start Date of Transportation: _____

Name of LEA Contact for Transportation: _____

Title: _____

Phone: _____ Email: _____

APPROVED 6/4/14



San Diego Unified
SCHOOL DISTRICT

Vanessa Peters, Program Manager
Children & Youth in Transition
4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7326 Fax: (619) 725-7652
vpeters@sandi.net

ATTACHMENT C

**Payment Schedule for Education Support Fee for Students
Enrolled in San Diego Unified School Program at Mental Health System (MHS) PROGRAM**

In accordance with the Agreement dated _____ between San Diego Unified, Mental Health Services (MHS), and LEAs in San Diego County, the LEA shall pay San Diego Unified School District an Education Support Fee for each student from the LEA enrolled in MHS Program for a period of five days or more within a semester or summer school session. The Education Support Fee will be charged at the following rates:

	Amount	Approximate Invoice Date
San Diego Unified Semester 1 (Fall)	\$4,000.00	January 30, 2015
San Diego Unified Semester 1 (Fall)	\$4,000.00	June 30, 2015
San Diego Unified Summer School (Extended School Year)	\$1,650.00	August 30, 2015

APPROVED 6/9/14

Revised 3/6/14



San Diego Unified
SCHOOL DISTRICT

Vanessa Peters, Program Manager
Children & Youth in Transition
4100 Normal St., Annex 14, San Diego CA 92103
Phone: (619) 725-7326 Fax: (619) 725-7652
vpeters@sandi.net

ATTACHMENT D.

**Notification of Student Exit from Mental Health System (MHS) Program
and Return to Local Education Agency**

Date: _____

Dear _____:

The purpose of this letter is to provide notice that the student listed below is expected to be exited from the MHS Program in the near future and return to your local education agency. To assist in a smooth transition, educational records are attached.

Student Information:

Student _____	Date of Birth _____
Student Address _____	Grade _____
	Parent/Guardian Phone _____
Start Date at [Program] _____	Anticipated Exit Date from [Program] _____

In accordance with the Agreement dated _____ between San Diego Unified, MHS, and Local Education Agencies in San Diego County, San Diego Unified agrees to notify a participating LEA's pupil services department within 10 days when a student from that LEA is enrolled in the school program at MHS Program and will send any transcripts, [grades, and special education records resulting from their educational program while at MHS Program.

Attached please find the following documents:

- _____ Academic Grades/Course Completion Record inclusive of these dates: _____ to _____
- _____ Current Individualized Education Program (IEP), if applicable
- _____ Other: _____

The San Diego Unified contact person for information regarding educational records and educational planning for this student is:

_____	_____	_____	_____
<i>Name</i>	<i>Title</i>	<i>Telephone</i>	<i>Email</i>

If you have any questions regarding this notification, you may contact Vanessa Peters, Program Manager at 619-725-7054 or by email, vpeters@sandi.net.

APPROVED

6/4/14

Consent Item D.4.6.

Approval of Revisions to Health Clerk Job Description and Recommendation of Classified Non-Management Reclassification / Reallocation Study

Prepared by Tim Larson
August 5, 2014

BACKGROUND:

After careful review of the reclassification / reallocation study regarding the Health Clerk job description and duties, and in collaboration with the California School Employees Association (CSEA) and its Chapter 557, administration is submitting revisions to the current job description and a recommendation for an increase in classification for consideration by the Board of Education.

If the Board approves the recommended revisions and increase in classification, these changes will be effective August 25, 2014, in accordance with Article 17 in the Classified Collective Bargaining Agreement between Santee School District and California School Employees Association (CSEA) and its Chapter 557.

RECOMMENDATION:

It is recommended that the Board of Education approve the reclassification / reallocation proposal effective August 25, 2014, as follows:

- Revisions to the Health Clerk Job Description; and
- Increase the Health Clerk classification from 22 to 23.5

FISCAL IMPACT:

The annual increase in cost to the General Fund will be \$28,882.

STUDENT ACHIEVEMENT IMPACT:

It is the District’s intention to provide support for all students.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.6.

HEALTH CLERKDEFINITION

Under the direction of the Principal site administrator or designee, perform a variety of clerical duties related to student health care including maintaining health records and administering health related services first-aid to ill and injured students as required.

EXAMPLES OF DUTIES

1. Screen ill and injured students referred to the office and provide administer first aid and health-related services as needed.
2. Prepare and maintain a variety of health records, files, logs and lists on children seen in the health office.
3. Prepare health cards for new enrollees; Check immunizations; update and maintain health cards; records at site; coordinate, schedule, and record vision/hearing/scoliosis screenings data for students; and mail assessments and follow up on referrals. Communicate with District Nurse regarding Doctor's orders and health information located in student information system.
4. Contact parents/guardian about student illness or injuries; Alert District Nurse or LVN and administrators to serious health issues.
5. Administer prescribed medications according to instructions and District policies.
6. May provide specialized physical health care procedures such as: monitoring, recording, and, under limited conditions, administering blood glucose testing; respiration assistance via mechanical nebulizer; and emergency anaphylactic care.
7. Assure the authorization of medication brought to school by for students and organize medication/medical instruction for use by others for field trips.
8. Inventory and order health supplies for the health office; restock daily supplies and prepare classroom first aid kits.
9. Distribute notices to teachers staff and parents regarding health issues, special health needs and immunizations.
10. Communicate with parents to provide or obtain information about student illness, injuries, medications and immunizations.
11. Prepare statistical and compliance reports as required by the District and various agencies the State.
12. Maintain health bulletin board.
13. Monitor compliance with student immunization requirements and initiate exclusion procedures as appropriate.
14. Evaluate student health conditions in relation to attendance contracts.
15. Maintain the health office and related equipment in a clean and sanitary condition.
16. Monitor functionality of health related equipment and take appropriate action, as necessary.
17. Assist school office personnel in general clerical tasks.
18. Process and maintain free and reduced meal programs.
19. Operate a variety of office machines and equipment.
20. Work with and around hazardous materials.
21. May be required to participate in emergency cleanup of hazardous materials in the school office area spills.
22. Perform related duties as assigned.

QUALIFICATIONS GUIDE

Knowledge of:

- First aid, CPR and AED procedures and techniques.
- Clerical and recordkeeping procedures.
- Oral and written communication skills.
- Interpersonal skills including tact, patience and courtesy.
- Modern office practices, procedures and equipment.
- Universal health precautions.
- Proper handling techniques of hazardous materials.

Ability to:

- Learn basic medical terminology.
- Provide **Learn, understand, and administer** first aid and health-related services to students in accordance with established procedures.
- Assess student injuries and illnesses and contact parents, District Nurse or LVN, administrators or others as appropriate.
- Maintain clear, legible and accurate permanent student health records.
- Communicate effectively both orally and in writing.
- Learn, understand, apply and explain rules, regulations, procedures and policies related to health issues at a school site.
- Communicate diplomatically with parents and students regarding personal and sensitive health issues.
- Assure compliance with established immunization requirements.
- Prepare health-related reports and summaries.
- Understand and carry out oral and written instructions.
- Establish and maintain cooperative and effective working relationships with others.
- Assist other school office personnel as needed.
- Operate a typewriter and other office equipment as needed.

Training and Experience:

- Any combination equivalent to graduation from high school and one year of clerical experience involving extensive public contact and recordkeeping responsibilities.

Licenses:

- Possession of First Aid/CPR and AED Certificates issued by an authorized agency.

Working Conditions:

- Elementary school health office environment; subject to exposure to contagious childhood diseases.
- Subject to sitting or standing for long periods, walking, bending, stooping, lifting, reaching, using hands and arms.**
- Must be able to occasionally lift and/or move, transfer, and carry non-ambulatory students using safe lifting techniques.**
- May be required to use hands to finger, handle, or feel objects, tools, or controls; see, hear and speak.**

BOARD ADOPTED: March 20, 1990

REVISED: December 6, 1994; November 16, 2004

Consent Item D.4.7.

Adoption of Resolution No. 1415-02 to Eliminate Vacant Classified Non- Management Positions

Prepared by Tim Larson
August 5, 2014

BACKGROUND:

On July 1, 2014, the Board of Education approved to increase work hours for an Instructional Assistant, Special Education II position currently filled at 2.75 hours to 5.75 hours per day to provide a more stable work force and satisfy the required support for a 1:1 student at Cajon Park School. As a result, a vacant 3.25 hour per day Instructional Assistant, Special Education II position is no longer be required.

In addition, administration has determined that a 6.0 hour per day Instructional Assistant, Special Education II position recently vacated at Pepper Drive School is no longer required.

RECOMMENDATION:

It is recommended that the Board of Education approve the elimination of the following vacant positions:

- Eliminate one (1) vacant 3.25 hour per day Instructional Assistant, Special Education I position effective August 6, 2014
- Eliminate one (1) vacant 6.0 hour per day Instructional Assistant, Special Education I position effective August 6, 2014

FISCAL IMPACT:

By eliminating the vacant 3.25 hour per day instructional Assistant, Special Education II position at Cajon Park, the annual savings of \$13,140 will be used to offset the additional cost of increasing hours from 2.75 to 5.75.

By eliminating the vacant 6.0 hour per day instructional Assistant, Special Education II position at Pepper Drive, an additional \$24,569 will be saved annually.

All increases and savings will be reflected in the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.7.

**SANTEE SCHOOL DISTRICT
Resolution No. 1415-02**

**ELIMINATE VACANT
CLASSIFIED NON-MANAGEMENT POSITIONS**

WHEREAS, administration has determined that vacant classified non-management positions currently vacant through attrition will no longer be required; and

WHEREAS, the Governing Board has determined that elimination of the vacant positions is necessary.

NOW, THEREFORE, BE IT RESOLVED that as of the 5th day of August 2014, the Governing Board of Santee School District approved to eliminate the following vacant positions:

- Eliminate one (1) vacant 3.25 hour per day Instructional Assistant, Special Education I position effective August 6, 2014
- Eliminate one (1) vacant 6.0 hour per day Instructional Assistant, Special Education I position effective August 6, 2014

BE IT FURTHER RESOLVED that the Governing Board has determined that because the positions are currently vacant and no employees will be affected as a result of the elimination, notification of this action will not be necessary.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 5th day of August 2014, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 8/5/14

Clerk, Board of Education

Consent Item D.4.8. Approval to Renew Annual Agreement and Rate Structure with Atkinson, Andelson, Loya, Ruud, & Romo

Prepared by Tim Larson
August 5, 2014

BACKGROUND:

Atkinson, Andelson, Loya, Ruud, & Romo has provided Santee School District with excellent legal and consultant services related to general personnel and legal services with regard to labor relations, collective bargaining issues, and litigation. Other services include, but are not limited to, legal response to complaints and grievances; issues pertaining to interpretation of the Education and Government Codes and Federal statutes; and clarification of proposed and adopted legislation.

At this time, the law firm has notified the District that there will be a modest adjustment to the current rate structure. Below is a chart providing the rate structure for 2014-2015 and 2015-2016.

Hourly Rates	2014-2015	2015-2016
Senior Partners	\$225 per hour	\$235 per hour
Partner / Senior Counsel	\$215 per hour	\$225 per hour
Senior Associates	\$210 per hour	\$220 per hour
Associates / Electronic Technology Litigation Specialist	\$205 per hour	\$215 per hour
Non-Legal Consultants	\$160 per hour	\$160 per hour
Senior Paralegals / Law Clerks	\$140 per hour	\$150 per hour
Paralegals / Legal Assistants	\$135 per hour	\$145 per hour

RECOMMENDATION:

It is recommended that the Board of Education approve to the annual agreement and current rate structure with Atkinson, Andelson, Loya, Ruud, & Romo for personnel attorney services effective July 1, 2014 through June 30, 2016.

FISCAL IMPACT:

The annual District adopted budget includes an amount not to exceed \$40,000 to provide attorney services.

STUDENT ACHIEVEMENT IMPACT:

Attorney services provide support to administration when making personnel decisions. This allows administration to make decisions in relation to what is best for all students.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.8.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2014, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SANTEE SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for two years, commencing July 1, 2014, through June 30, 2016. For the period July 1, 2014, through June 30, 2016, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	<u>July 1, 2014- June 30, 2015</u>	<u>July 1, 2015- June 30, 2016</u>
Senior Partners	\$225.00	\$235.00
Partners/Senior Counsel	\$215.00	\$225.00
Senior Associates	\$210.00	\$220.00
Associates	\$205.00	\$215.00
Electronic Technology Litigation Specialist	\$205.00	\$215.00
Non-Legal Consultants	\$160.00	\$160.00
Senior Paralegals/Law Clerks	\$140.00	\$150.00
Paralegals/Legal Assistants	\$135.00	\$145.00

The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the

course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school finance, bankruptcy, copyright, trademark, non-profit organizations, and appellate law, the District agrees to pay the Law Firm an hourly rate higher than the above-stated rates, subject to the prior approval of the District. The District shall be informed of such specialized services and rates prior to any billings by the Law Firm.

V. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and

communications, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement. Although the Law Firm has a financial interest in the work performed by these consultants, the Law Firm is not suggesting or recommending the District utilize consultant services but, rather, offers their services as an accommodation to the District at its sole discretion.

VI. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

VII. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VIII. DURATION

This Agreement shall be effective July 1, 2014, through June 30, 2016, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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IX. EXECUTION DATE

This Agreement is entered into this 1st day of July, 2014.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
GERALD A. CONRADI

“District”

SANTEE SCHOOL DISTRICT

Dated: _____

By: _____

Consent Item D.4.9. Approval of Short Term Position for Child Nutrition Utility Driver
Prepared by Tim Larson
August 5, 2014

BACKGROUND:

The Child Nutrition Services department is in need of additional support to receive frozen food deliveries August 11 - 12, 2014.

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

RECOMMENDATION:

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

- One (1) Child Nutrition Services Utility Driver for up to eight (8) hours per day August 11 – 12, 2014.

FISCAL IMPACT:

The cost to employ the short term position will be approximately \$165 per person, per day and will be paid from the fee-based program.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.9.

DISCUSSION AND/OR ACTION ITEMS Item E.

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

Agenda Item E.

Discussion and/or Action Item E.1.1.

Leading the Learning in the 21st Century

- Personalized Learning Plan

Prepared by Dr. Stephanie Pierce
August 5, 2014

BACKGROUND:

With the implementation of the Common Core State Standards (CCSS) and Smarter Balanced Assessments (SBAC) in 2014-15, this current school year is one with a focus on implementation. Implementation provides an opportunity to transform practices, processes, and structures.

Leading the Learning in the 21st Century is designed to be a periodic agenda item to discuss the successes, challenges, and implications of the District's educational program. Through this on-going agenda item, Administration will present an overarching schematic of the Local Control Accountability Plan (LCAP) action and services steps and discuss the successes and challenges therein. Governing Board discussion and direction will be an integral part of these presentations.

Tonight Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, will report on the Personalized Learning Plan for teachers:

- **Personalized Learning Plan:** Educational Services staff, in collaboration with Human Resources staff, created a resource for teachers to design their personalized learning plan. Teachers have the opportunity to craft an individualized learning plan. We have created a resource for teachers to use in developing their professional development plan based on their individual learning goals for this upcoming year.

RECOMMENDATION:

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

FISCAL IMPACT:

There is no fiscal impact from this item.

STUDENT ACHIEVEMENT IMPACT:

Providing a smooth and well-planned implementation of the LCAP, Common Core State Standards, and Smarter Balanced Assessment will help students transform their learning to better compete in the 21st century global society.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

Discussion and/or Action Item E.1.2. Partnership with Chet F. Harritt School for a Field Trial and Approval of Agreement with the Lawrence Hall of Science (LHS) and Amplify

Prepared by Dr. Stephanie Pierce
August 5, 2014

BACKGROUND:

The Lawrence Hall of Science (LHS) and Amplify have requested a partnership with Chet F. Harritt School to conduct a field trial of life science lessons aligned with the Next Generation Science Standards and the Common Core Standards. The conditions of this agreement are as follows:

1. Participating teachers include Helen Rosati, 8th grade math/science teacher, and Jeff Lamb, 6th grade math/science teacher.
2. Fall 2014: Teachers teach one 10 session unit and one 33 session unit. Units include digital simulations, videos, student readings, and other digital assets.
3. Winter 2014: Teachers teach one 33 session unit.
4. All materials and professional development will be provided at no cost to the District by LHS and Amplify.
5. LHS team members will conduct classroom observations and in-person interviews for the purpose of program evaluation study.
6. LHS has provided the District with an Approval for Human Research letter from the Committee for Protection of Human Subjects at the University of California at Berkeley.

RECOMMENDATION:

Administration recommends the Board of Education approve the Agreement with the Lawrence Hall of Science and Amplify.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no fiscal impact to this item.

STUDENT ACHIEVEMENT IMPACT:

Participation in this field study using Next Generation Science Standards units align with the District strategic goals of 21st Century Learning and Personalized Learning Environments, as well as enhancing the implementation of Common Core State Standards.

Motion: _____ Second: _____ Vote: _____

Agenda E.1.2.

2014-15 Field Trial Participant Agreement

Thank you for your interest in participating in The Learning Design Group 2014-15 Middle School Field Trial Opportunity.

These trials will test preliminary versions of the Learning Design Group's rich science curriculum, developed in partnership with Amplify Learning, which combines hands-on inquiry, the use of digital tools, and support for disciplinary literacy (reading, writing, and talking about science). The curriculum supports both the Next Generation Science Standards and the Common Core Standards for Literacy in Science and Technical Subjects.

The teacher's guide will be delivered digitally via a web browser. Student activities will utilize a mixture of paper-based materials, physical materials, digital simulations, and other online learning tools. Teachers will be provided with kits that include paper and physical materials and will be given access to digital simulations, videos, student readings, and other electronic tools. Computers or tablet devices will need to be provided by the participating schools. Teachers will receive incentives for their participation.

Life Science units and approximate field trial start dates:

Ecosystems: Populations & Resources - October 15, 2014

Natural Selection - October 15, 2014

Natural Selection Digital Engineering Internship - November 18, 2014

Matter and Energy in Ecosystems - January 15, 2015

Traits and Reproduction - January 15, 2015

Evolutionary History - January 15, 2015

Schools participating in our field trials are required to:

Have wireless Internet access and the ability to project.

Have 1:1 laptops or tablets available to students at least 50% of the time (ideally close to 100%).

For Ecosystems: Populations & Resources, Natural Selection (and the Natural Selection Digital Engineering Internship), Matter & Energy in Ecosystems, and Evolutionary History iPads are required. For Traits & Reproduction: iPads, Chromebooks, PC and Macbooks will work. (please see Tech Requirements for more details)

Have a system for students to submit digital work to teachers (for example, Google docs or Evernote).

Provide on-site technical support.

Support instructional time necessary to implement curriculum in classrooms.

Teachers participating in our field trials are required to:

Teach the field trial units as completely as possible to the best of their ability.

Provide student demographic information.

Complete online surveys about the curriculum (via Qualtrics).

Administer online student assessments (via Qualtrics).

Return a sample set of student work to LHS (postage paid) within two weeks of the completion of the field trial.


**COMMITTEE FOR PROTECTION OF HUMAN SUBJECTS
OFFICE FOR THE PROTECTION OF HUMAN SUBJECTS**

University of California, Berkeley
2150 Shattuck Avenue, Suite 313
Berkeley, CA 94704 -5940

(510) 642-7461

Fax: (510) 643-6272

Website: <http://cphs.berkeley.edu>

FWA#00006252

NOTICE OF APPROVAL FOR HUMAN RESEARCH

DATE: *April 15, 2014*

TO: *Jacqueline BARBER, LHS-Admin*
Karen Nelson, Dev and Implementation-GEMS, P. David PEARSON, Education,
Alison K. Billman, LHS-GEMS

CPHS PROTOCOL NUMBER: *2010-02-885*

CPHS PROTOCOL TITLE: *Promoting Equitable and Accessible Science Instruction: Extending the Seeds of Science/Roots of Reading Curriculum to Middle School*

FUNDING SOURCE(S): *(SPO Proposal# 20111980), , (SPO Proposal# 031814-002)*

A(n) *continuing review* application was submitted for the above-referenced protocol. The Committee for the Protection of Human Subjects (CPHS) has reviewed and approved the application on an expedited basis, under Category 7 of the federal regulations.

Effective Date: *April 16, 2014*

Expiration Date: *April 15, 2015*

Continuation/Renewal: Applications for continuation review should be submitted no later than 6 weeks prior to the expiration date of the current approval. *Note: It is the responsibility of the Principal Investigator to submit for renewed approval in a timely manner. If approval expires, all research activity (including data analysis) must cease until re-approval from CPHS has been received. See Renew (Continue) an Approved Protocol.*

Amendments/Modifications: Any change in the design, conduct, or key personnel of this research must be approved by the CPHS **prior** to implementation. For more information, see Amend/Modify an Approved Protocol.

Three-year approvals: Minimal risk, non-federally funded protocols that are not subject to federal oversight may now be given a three-year approval period. Please see Three Year Approvals for information about which protocols can qualify for three-year approvals.

The addition of federal funding or certain modifications that increase the level of risk may require a continuing review form to be submitted and approved in order for the protocol to continue. If one or more of the following changes occur, a Continuing Review application must be submitted and approved in order for the protocol to continue.

- Changes in study procedures that increase risk;
- Addition of federal funds.

Unanticipated Problems and Adverse Events: If any study subject experiences an unanticipated problem involving risks to subjects or others, and/or a serious adverse event, the CPHS must be informed *promptly*. For more information on definitions and reporting requirements related to this topic, see Adverse Event and Unanticipated Problem Reporting.

This approval is issued under University of California, Berkeley Federalwide Assurance #00006252.

If you have any questions about this matter, please contact the OPHS staff at 642-7461; fax 643-6272; email ophs@berkeley.edu.

UNIVERSITY OF CALIFORNIA AT BERKELEY

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COMMITTEE FOR PROTECTION OF HUMAN SUBJECTS
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Website: <http://cphs.berkeley.edu>
FWA#00006252

Sincerely,

A handwritten signature in black ink, appearing to read "Robert B. Di Martino".

Robert B. DI MARTINO
Committee for Protection of Human Subjects

BACKGROUND:

On November 19, 2013, the Board of Education approved the District's Strategic Action Plan for the Fiscal Accountability Goal to utilize Proposition 39 funding for energy saving measures.

2013-14 was the first year of implementation of Proposition 39 funding for school districts. Proposition 39 was approved by the voters on November 6, 2012. It closes a tax loophole for out-of-state corporations doing business in California and is expected to generate approximately \$550 million in additional tax revenue annually. The revenue is to be used for clean energy and energy efficiency initiatives.

Under the Governor's plan, school districts will receive allocations of these funds on a per ADA basis over a 5-year period. The California Energy Commission (CEC) is tasked with developing regulations for the qualification of projects and expenditure of funds. The regulations are finalized and were adopted December 2013.

The regulations indicate there will be an 8-step process to qualify projects and receive funding. Below are the steps and the status of each:

1. Provide electric and gas usage/utility data – **completed**
2. Benchmark and determine energy use intensity (EUI) of all facilities that may receive Prop 39 funding – **completed**– **A presentation of a synopsis of the ASHRAE level 2 facility energy audits by campus will be presented.**
3. Employ the following considerations when prioritizing energy projects – in process:
 - a. Age of facility – **completed**
 - b. Proportion of pupils eligible for Title 1 funding – **completed**
 - c. Whether the facilities have been recently modernized – **completed**
 - d. Hours of operation of facilities – **completed**
 - e. EUI of facilities – **completed**
 - f. Estimated financial return of each project's investment over the expected life cycle of the project, in terms of net present value and return on investment – **complete**
 - g. Potential for energy demand reduction – **completed**
 - h. Anticipated health and safety improvements or other non-energy benefits – **completed**
 - i. Ability of project to facilitate matriculation of local residents into state-certified apprenticeship programs – **completed**

- j. Expected number of trainees and direct full-time employees likely to be engaged by the LEA's annual funding commitment – **completed**
 - k. Ability of project to enhance workforce development and employment opportunities – **completed**
- 4. Sequence projects in the following order – **in process – A presentation of a draft 5-year plan for consideration will be presented.**
 - a. Energy efficiency measures first
 - b. Then, on-site energy generation (i.e. solar, wind, fuel cells, etc.)
 - c. Then, other nonrenewable projects (such as efficient natural gas fueled fuel cell or combined heat and power project system)
- 5. Perform energy usage analysis to identify potential projects using 1 or several of 3 options:
 - a. Energy surveys – **completed**
 - b. ASHRAE (American Society of Heating, Refrigerating, and Air-Conditioning Engineers) Level 2 energy audits – **completed– A presentation of a synopsis of the ASHRAE level 2 facility energy audits by campus will be presented. Electronic files of the reports will be shared.**
 - c. Other data analytics (in-house) – **in process as part of the draft 5-year plan for consideration will be presented**
- 6. Ensure selected project(s) meets minimum cost-effectiveness criterion – **in process and part of the draft 5-year plan for consideration will be presented**
 - a. Savings to investment ratio for specified life cycle = 1.05 or greater
 - i. Calculate NPV (Net Present Value) of energy savings + maintenance cost savings (capped at 2% of project cost)
 - ii. Divide by Project Installation Cost minus rebates minus other grants minus non-energy benefits
- 7. Complete and submit an energy expenditure plan to request funds – **in process and part of the draft 5-year plan for consideration will be presented. A completed plan will be presented for Board approval at the next Board meeting to approve and submit for State funding.**
- 8. Submit report of project expenditures 12 to 15 months after submission of energy expenditure plan – **Future next steps**

School district allocations for 2013-14 were released. The allocation for Santee School District is \$284,271, of which \$130,000 is planning funds. Unused planning funds can be used towards projects.

Administration will present a summary of energy audit findings, identified measures and projects, and a draft of the 5-year expenditure plan for submittal to the California Energy Commission.

The final expenditure plan would be brought back to the Board for approval at a subsequent meeting.

RECOMMENDATION:

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

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is approximately \$1,421,355 in Prop 39 funding for 2013-14 through 2017-18 for energy efficiency projects.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

Discussion and/or Action Item E.2.2.
Prepared by Karl Christensen
August 5, 2014

Approval to Join Coalition of Public Agencies
Intervening in the SDG&E Rate Design
Window Filing to Shift Summer Peak Periods

BACKGROUND:

Public Utility Companies periodically file formal actions with the California Public Utilities Commission (CPUC) pertaining to rate structures. Decisions made by the CPUC ultimately impact the amount paid by all rate payers for electricity and natural gas, including school districts.

In order to provide testimony, documents, and comments for the Commissioners to consider in their deliberations, it is necessary to become formal interveners in these proceedings. This generally requires the expertise of legal counsel.

The Santee School District joined a coalition of school districts and public agencies to intervene in the General Rate Case before the CPUC in 2012. This was necessary because the rate structure changes proposed by SDG&E would have increased the rates paid for solar customers on the DG-R rate tariff by more than 60%. Ultimately, this coalition prevailed in eliminating the proposed changes to the DG-R rate, thereby keeping the District's Hill Creek solar project financially viable.

SDG&E recently filed another action to be considered by the CPUC termed a Rate Design Window filing. In this proceeding, SDG&E is proposing to shift the peak period (highest rate during the day), from its current range of 11:00 a.m. to 6:00 p.m. to a new peak period of 2:00 p.m. to 9:00 p.m. for the summer months of May through October. SDG&E alleges that this rate design is justified since the time during which they experience the highest cost for procuring electricity has shifted due to more of their electricity sources coming from solar.

In many cases, school districts would benefit from this peak period shift, as proposed, since most do not operate past 6:00 p.m., thereby reducing the number of hours during which peak period pricing is in effect. However, school districts with solar projects would be adversely impacted by this change since there would be three less hours of time during which solar production is offsetting higher priced energy use. Estimates provided by SDG&E indicate that this peak period shift would increase the Hill Creek electricity bill by approximately 20%. District-wide, however, the peak period shift would likely result in an overall reduction to electricity bills of approximately 1.5%, all other factors remaining equal.

Public agencies in San Diego County have formed a coalition to pool resources for procuring the services of the law firm of Best, Best, and Krieger to intervene in the rate design window filing. The goal of this coalition is to seek concessions to reduce the impact to school districts operating solar. School districts can join the coalition for a

fixed cost of \$2,500. This cost would cover all costs for formally intervening throughout the entire process.

RECOMMENDATION:

It is recommended that the Board of Education approve participation in a coalition of public agencies to formally intervene in the rate design window filing before the California Public Utilities Commission to obtain more favorable treatment under the DG-R rate tariff than currently proposed by SDG&E.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$2,500 from Fund 40.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

Discussion and/or Action Item E.2.3.
Prepared by Karl Christensen
August 5, 2014

Approval of Membership in School Energy
Coalition

BACKGROUND:

The School Energy Coalition (SEC) was formed in February 2011 to provide schools and businesses pathways to real dollars for school energy projects. These pathways, along with technical assistance and training, are focused on achieving savings and creating maximum system efficiency on school sites.

SEC is affiliated with the Coalition for Adequate School Housing (CASH) and membership in SEC provides superior access and opportunities for input on State actions related to energy issues involving school construction.

RECOMMENDATION:

It is recommended that the Board of Education approve membership in the School Energy Coalition.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

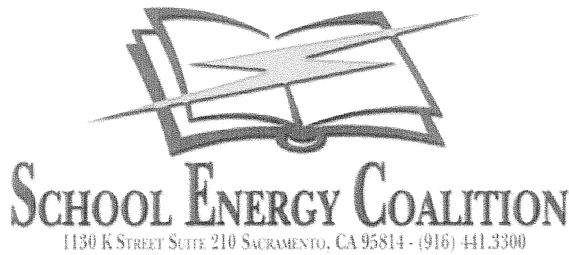
The fiscal impact is \$260 per year from the Business Services Department budget.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.3.



Who We Are

The School Energy Coalition (SEC) was formed in February 2011 to provide schools and businesses pathways to real dollars for school energy projects. These pathways, along with technical assistance and training, are focused on achieving savings and creating maximum system efficiency on school sites.

Schools must have a voice as the State and Legislature move forward with legislation and other regulatory actions being considered by agencies such as the State's Public Utilities Commission (CPUC), Energy Commission (CEC), and Air Resources Board (CARB).

Our membership consists of school districts, community colleges, and businesses that specialize in energy efficiency and advocacy.

Please join us as we continue to work on behalf of all schools, there is strength in numbers and the timing is right for energy-focused policies, programs and this Coalition.

What We Do

SEC works to ensure that schools have a voice at the State and Federal levels. We take positions and sponsor legislation in support of school energy projects and participate in regulatory actions in this area being considered by the California Public Utilities Commission (CPUC), the California Energy Commission (CEC), and the Air Resources Board (ARB).

We advocate and inform State agencies on the impacts of energy efficiency, conservation, and renewable measures on K-14 schools. We seek to retain flexibility and to open future avenues for State and Federal sources of project funding.

2012-14 SEC Activities

- Successfully advocated on multiple pieces of legislation related to energy efficiency and renewable generation for K-14 schools.
- Provided information and testimony on Net Energy Metering, the impacts of rate changes to school energy investments, rate cases and Cap-and-Trade Action Proceedings.
- Supported Proposition 39 on the November 2012 General Election Ballot and provided recommendations to Governor Brown and various state agencies to advocate that schools receive their share of the Proposition 39 funding.
- Sponsored two day-long Educational Facilities Energy Emporiums on Proposition 39 implementation cost-free for LEAs and several regional briefings on Proposition 39 guidelines statewide.

Membership

Membership in SEC provides superior access and opportunities for input on state actions related to energy issues involving school construction.

SEC provides a critical service of generating the flow of ideas and proactive work needed in order to advocate for the needs of school districts and communities. We provide networking and educational forums for schools and others including key policy-makers, to share up-to-date information about how to successfully move school energy projects forward.

Please join us as we continue to navigate through the legislative year and beyond!

SEC Mission Statement

The School Energy Coalition is dedicated to finding funding for school projects that will reduce energy usage, save money and produce clean renewable power for our students and communities throughout California.

We fight for dedicated school energy programs that will provide pathways to real dollars for school projects, along with technical assistance and training for schools that will ensure that these projects will provide the savings promised and maximum system efficiency.

Membership Application

Yes! I wish to become a member of the School Energy Coalition (SEC).

Please enter my yearly membership at the following fee:

___\$105 per year: Small School Districts (Less than 2,500 ADA & Charter Schools)

___\$260 per year: Local Education Agencies (includes Districts, COEs, Community Colleges)

___\$780 per year: Businesses/Associates

Name/Title: _____

Organization: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Payment Method:

Check # _____

P.O. # _____

Call Aileen to pay by credit card: 916.441.3300

Please mail or fax to:

School Energy Coalition

c/o Murdoch, Walrath & Holmes

1130 K Street, Suite 210

Sacramento, CA 95814

(916) 441-3300 phone • (916) 441-3893 fax

Questions?

Contact Aileen Dalen at adalen@m-w-h.com

SEC Executive Committee

Bill McGuire
Twin Rivers USD

Anna Klovstad
Tahoe Truckee USD

Steve Turner
Mendocino COE

Mike Tarantino
Poway USD

Sophie Akins
Best Best and Krieger LLP

Mike Kozlowski
Johnson Controls Inc.

Jeff Baratta
Piper Jaffray & Co.

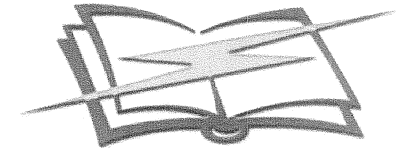
Aaron Jobson
Quattrocchi Kwok Architects

.....

**Legislative Advocate
& Executive Director**

Anna Ferrera
Murdoch, Walrath & Holmes
1130 K Street, Suite 210
Sacramento, CA 95814
Voice: 916.441.3300
Fax: 916.441.3893

Anna is a former Senior Advisor at the U.S. Department of Energy and former staff to the California State Senate on energy issues.



SCHOOL ENERGY COALITION

www.schoolenergysolutions.org



A coalition focused on clean and efficient energy projects for California's students

Discussion and/or Action Item E.3.1.
Karl Christensen
August 5, 2014

Approval to Award RFP/Q for the Water Well
Irrigation Project at Pepper Drive School
Through the CUPCCAC Process

BACKGROUND:

On September 4, 2012, the Board of Education approved a resolution to utilize the California Uniform Public Construction Cost Accounting Act (CUPCCAC) for public works over the \$15,000 formal bid limit. Staff has developed an approved vendor list following the procedures of the CUPCCAC process. This allows staff to seek bids for construction using the qualified vendors list for projects up to \$175,000.

On July 1, 2014, the Governing Board authorized administration to seek qualifications with proposals utilizing the CUPCCAC informal bid process for engineering, design, and construction services for installation of a deep irrigation water well at Pepper Drive School. A Request for Proposals/Qualifications (RFP/Q) was sent to the following companies:

- Hargrave Environmental Construction
- Limited Access Unlimited Inc.; dba: Pacific Drilling Co.
- Richard Brady & Associates, Inc.
- Scotts Drilling Service
- Tri-County Drilling, Inc.

One qualified response was received by the deadline of July 22, 2014 from Tri-County Drilling, Inc. Their proposal includes several possible scenarios as follows:

Engineering/Planning Phase		Construction/Installation Phase	
Condition	Proposal	Condition	Proposal
Drill to maximum depth of 650 feet	\$32,390	Solid granite soils condition	\$72,004
Drilling past 650 feet up to 1,200 feet	\$53,840	Sandy soils condition requiring PVC casing to protect against collapse	\$101,404

This proposal produces an estimated minimum cost for completion of the project of \$104,394 (drilling up to 1,200 feet) and a maximum cost of \$155,244, depending on conditions. In addition, it is possible that insufficient water volume or pressure may be found, thereby causing the district to incur up to \$53,840 in costs and not have a functioning water well.

Staff recommends awarding a contract to Tri-County Drilling, Inc. Tri-County Drilling, Inc., a local San Diego firm founded in 1987, was the engineer and installer of the deep irrigation well at Hill Creek School in 2013. In addition, Tri-County Drilling, Inc. has installed water wells for Grossmont Union High School District, San Marcos Unified

School District, Camp Cuyamaca, and others throughout San Diego County. They have also been the engineering and drilling firm for governmental agencies such as Caltrans, California DGS, U.S. Navy, U.S. Air Force, U.S. Marines, San Diego County Water Authority, and San Diego Gas & Electric.

RECOMMENDATION:

It is recommended that the Board of Education award a contract to Tri-County Drilling, Inc. for the Pepper Drive School Water Well Project; Proceed with the engineering/planning phase at a cost not to exceed \$53,840, and; Authorize staff to proceed with the construction phase at a cost not to exceed \$101,404 if adequate water volume and pressure is found. The additional cost of \$29,400 for the construction phase will only be needed if the soils conditions warrant a PVC casing to be added to keep the well from collapsing. Hill Creek School's well did not require this; however, Pepper Drive School may need a PVC casing.

This recommendation supports the following District goal:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact will range from \$104,394 to \$155,244 depending on the final depth and soils conditions. This project is to be funded from Capital Improvement Program funds. The cost of the well could be reimbursed by the County of San Diego if a Joint-Use Partnership for a grass field is completed. The simple payback period is expected to be approximately 4-5 years. In the event that the well is drilled and no water or not enough water/pressure is found, the District would incur the engineering/planning phase cost not to exceed \$53,840.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

Phase I. PROPOSAL FOR IRRIGATION WELL DRILLING SERVICES

Q9900TRev2
07/15/14

Pepper Drive Elementary School

Santee Elementary School District

ADDRESS: 1935 Marlinda Way, El Cajon, CA 92020

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Move On/Move Off Drilling Rig and Support Equipment.	1	EA	\$3,080.00	\$3,080.00
2	Well permit application, fees and filing of well reports.	1	LS	\$900.00	\$900.00
3	Drill 8" well boring to depth of 650' using air rotary methods to determine depth, quantity, and quality of water in production zones. Information will be used to determine final well depth, well diameter, and correct pump system size. If adequate quantity of water is not encountered at 650', drilling to deeper depths will be performed as per item #5. Water from the drilling operation to be placed in on site bins for dewatering, cuttings to then be stockpiled on site.	650	LF	\$29.00	\$18,850.00
4	Install temporary 12" conductor casing to 20'.	1	LS	\$1,500.00	\$1,500.00
5	Extend well boring to depths up to 1200' using air rotary methods. The actual depth drilled may vary depending on the quantity of water encountered.	550	LF	\$39.00	\$21,450.00
6	Containment and settlement bins for onsite dewatering of cuttings. Groundwater to be pumped onto nearby playing fields. Includes pumps, conveyance, transfer, and on site thin spreading of cuttings to adjacent field.	1	LS	\$8,060.00	\$8,060.00
	Prevailing Wage Rates, compliance with apprenticeship council requirement, and Certified Payrolls are included				
	Tri-County Drilling, Inc. is fully insured for Worker's Compensation, 2mil General liability w/10mil Excess Liability, Pollution liability, Auto Liability. Insurance Certificates & Also Insureds on request.				
TOTAL:					\$53,840.00

Terms & Conditions

- There is no guarantee intended or implied regarding the quantity or quality of water to be encountered or produced. In the event water is not found, encountered or recovered in any amounts as a result of the work described herein, the costs incurred for the services rendered remain due and payable to Tri-County Drilling, Inc.
- Client to determine the location of well.
- Pricing does not include any services, materials, or alternate drilling methods not specifically described above.
- Should conditions such as cobble, caving, buried debris, or loss of circulation zones be encountered, costs in addition to those presented in this proposal may be incurred.
- TERMS: Upon completion of move on and drilling/well installation an invoice for the services rendered will be provided. Payment of the invoice amount is due within 15 days of receipt of invoice. A late fee will be assessed at the rate of 2% per month on any unpaid invoice amounts, in addition any costs including attorney fees incurred for collection of past due amounts will be added to the invoice amount.
- Reasonable care will be taken to protect landscape, pavements, sidewalks, and structures from damage occurring as a result of equipment ingress and egress from the property. TCD will not be responsible for repair of damages unless they occur as a result of intentional negligence on the part of TCD.

AGREED TO BY: _____
 COMPANY NAME: _____
 DATE: _____

Phase II. PROPOSAL FOR IRRIGATION WELL PUMP SYSTEM INSTALLATION SERVICES

Q9900Trev2-11
07/15/14

Pepper Drive Elementary School

Santee Elementary School District

ADDRESS: 1935 Marlinda Way, El Cajon, CA 92020

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Move on/off pump installation rig, support equipment, pump system, and materials.	1	LS	\$1,480.00	\$1,480.00
2	Drill and install 50' of 10" steel conductor casing and place annular cement grout sanitary seal using bentonite-cement grout placed using tremie method.	1	EA	\$6,816.00	\$6,816.00
3	OPTION: If necessary, provide and install 6" flush thread PVC well casing, and factory slotted well screen up to 1200'. (Note: this item is not included in total)	1200	LF	\$24.50	(\$29,400.00)
4	Well development and test pumping to increase capacity of well and removal of cuttings and debris left in the well from drilling operations. Development to consist of up 32 hours of surging, bailing, reverse circulation dual tube isolation zone air lifting and treatment with NSF approved development fluid additives. Install test pump and conduct step drawdown test to determine: pumping rate to correctly size the permanent production pump, maximum yield of well, and establish a benchmark for future comparison and proper well maintenance. Video logging and video analysis.	1	LS	\$21,088.00	\$21,088.00
5	Install 25hp 460v 3ph submersible pump, 25hp Variable Frequency Drive (VFD) control system with constant pressure/variable flow ("smart flow") controls, 3" galvanized steel column pipe, #6-3G drop wire, pressure surge tank, transducer, on/off control box. <i>Assume pump set depth to be 750' BGS.</i> Pump to be capable of 60-80gpm at a discharge pressure of 60-80psi. Chlorinate and disinfect well, apply de-chlor compound after 24 hr contact period and flush well and pipe system of chlorine. Discharge water pipe and electrical to be stubbed off at well head ready for hook up to power source and irrigation pipe line system. Note: the size of the pump and motor is subject to change based on the results of the step drawdown tests. Includes control pedestal, mounting, enclosure, connections, testing, setting operation parameters, and start up. Should the pump size be changed, the pump costs will be adjusted accordingly.	1	LS	\$32,600.00	\$32,600.00
6	Provide and install, pressure switch, disconnect, check valves, pressure gauge, pressure relief valve, discharge valving, and sand separator system.	1	LS	\$7,120.00	\$7,120.00
7	Trenching and installation of electrical conduit, wiring, and PVC water lines. This quantity is subject to change depending on the final selection of well location and utility tie in sites by district.	100	LF	\$29.00	\$2,900.00
	Pricing includes Davis-Bacon Prevailing Wage Rates, compliance with apprenticeship council requirement, and Certified Payrolls.				
	Tri-County Drilling, Inc. is fully insured for Worker's Compensation, 2mil General liability w/ 10M Excess Liability, Pollution liability, Auto Liability. Insurance Certificates & Also Insureds on request.				
TOTAL :					\$72,004.00

Terms and Conditions:

- TERMS: Invoices will be submitted bi-monthly which are due upon receipt and become past due 30 days form date of invoice. A late fee will be assessed at the rate of 2% per month. Any costs including attorney fees incurred for collection past due amounts will be added to the invoice amount.
- Reasonable care will be taken to protect landscape, pavements, sidewalks, and structures from damage occurring as a result of equipment ingress and egress from the property. TCD will not be responsible for repair of damages unless they occur as a result of intentional negligence on the part of TCD

AGREED TO BY: _____
COMPANY: _____

Date: _____
TITLE: _____

**SANTEE SCHOOL DISTRICT
AGREEMENT
WITH TRI-COUNTY DRILLING, INC.
SERVICES FOR THE
PEPPER DRIVE SCHOOL IRRIGATION WATER WELL PROJECT**

1. Parties and Date.

This Agreement is made and entered into as of the 6th day of August, 2014, by and between the Santee School District with its principal place of business located at 9625 Cuyamaca Street, Santee, California, 92071 (“District”) and Tri-County Drilling, Inc., a corporation with its principal place of business at 9631 Candida Street, San Diego, California, 92126 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing pre-construction/design-assist services to public clients, is licensed in the State of California, and is familiar with the plans of the District for the construction of the Pepper Drive Irrigation Water Well Project.

2.2 Project.

District desires to engage Consultant to render such services for the Project, which is anticipated to include the plans and specifications for the Project to be constructed on the property located at 9665 Jeremy Street, Santee, California, herein called “THE PROJECT” as set forth in this agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools equipment, services, and incidental and customary work necessary to fully and adequately supply the professional preconstruction/design-assist services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 6, 2014, the date the District issues a notice to proceed to October 31, 2014, in accordance with the Construction Services Agreement between Consultant and District to be entered into for construction services related to the Project, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District; which approval shall not be unreasonably withheld. In the event that district and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Tim Duddie and Dave Maske.

3.2.5 District's Representative. The District hereby designates Christina Becker, or his/her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates N/A or their designees, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of the Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Consultant that the subcontractor has secured all insurance required under this section. Consultant shall indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure of subcontractor to secure insurance required by this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

3.2.10.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers'*

Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

3.2.10.2.2 Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence/\$2,000,000 aggregate per project/school site for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than \$2,000,000 per claim/\$2,000,000 aggregate per project/school site.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.2.10.3.1 General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

3.2.10.3.2 Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

3.2.10.3.5 Professional Liability, General Liability, Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the district, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

3.2.10.3.6 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such

insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A: 10 (A:X), which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standard with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

3.2.10.6 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates and in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The fixed fee compensation shall not exceed \$_____ for Phase I, and \$_____ for Phase II, without written approval of the District, more particularly described on Exhibit "B". Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.3 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been completed prior to the date of termination by District, and Consultant shall be entitled to no further compensation. Consultant may terminate this Agreement upon ten (10) days written notice to the District whenever (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of the Consultant and notice to resume the services under this agreement or to terminate the agreement has not been received from the District within this time period; or (2) the District should fail to pay the Consultant any substantial sums due it in accordance with the terms of the Agreement and within the time limits prescribed. In the event of any such termination, the Consultant shall have no claims against the District except for work performed on the Project as of the date of termination.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: TRI-COUNTY DRILLING, INC.
9631 Candida Street
San Diego, CA 92126
Phone: (858) 271-0099
Fax: (858) 271-0233
Attn: Tim Duddie

District: SANTEE SCHOOL DISTRICT
9625 Cuyamaca Street
Santee, CA 92071
Phone: (619) 258-2323
Fax: (619) 258-2241
Attn: Christina Becker

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data: Licensing of Intellectual Property. Pursuant to Education Code section 17316, all Documents & Data (which includes but is not limited to record drawings, specifications and estimates prepared pursuant thereto, prepared or caused to be prepared by Consultant under this Agreement) shall be and remain the property of the District for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project for which the Consultant was retained. Nothing in this Section shall preclude the District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the Project site. This Section shall not be construed to transfer or waive the Consultant's copyrights over Documents & Data, including but not limited to, all common law, statutory and other reserved rights, unless otherwise agreed to in writing.

3.5.3.2 Confidentiality. To the extent allowed by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District, which consent shall not be unreasonably withheld.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend indemnify and hold the District, its officials, officers, employees, volunteers and agents (excluding the Architect and its agents, consultants and/or engineers) free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages and attorney's fees and other related costs and expenses related thereto. The foregoing shall be limited to the proportionate attributable to Consultant's negligent acts or omissions, and shall not apply where a claim, demand, cause of action, cost, expense, liability, loss, damage or injury is alleged to result of the active negligence or willful misconduct of the District.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. District reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of the Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading,

demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Law.

3.5.19.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Basic Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. A copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement is available at the DIR website located at www.dir.ca.gov/dlsr. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Basic Services available to interested parties upon request. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of Consultant or its consultants to comply with the Prevailing Wage Laws.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 Fingerprinting.

3.7.1 The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2. In accordance with the Education Code, the Contractor shall provide for the continuous supervision and monitoring of the Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice and will have been found to have not committed a violent or serious felony (penal code sections 667.5(C) and 1192.7(C)). The Fingerprinting Requirement Application, "Exhibit C," will be required to be NOTARIZED and submitted prior to commencement of work. If background checks are not completed

prior to commencement of the project, contractor will notify the Santee School District and a per diem charge will be charged for supervision by District employees.

SANTEE SCHOOL DISTRICT

TRI-COUNTY DRILLING, INC.

Signature

Karl Christensen
Assistant Superintendent, Business Services

Date: _____

Signature

Tim Duddie
Vice President

Date: _____

**Exhibit “A”
Scope of Services**

<ul style="list-style-type: none"> • Conduct cursory study of pertinent site conditions including aerial map review of site, review of pre and post site development topography, review geology maps of site and surrounding areas to determine if any cross sectional features of site indicate favorable conditions for siting of future irrigation well.
<ul style="list-style-type: none"> • Move On/Move Off Drilling Rig and Support Equipment
<ul style="list-style-type: none"> • Drill and install 8” steel conductor casing to depth of 20’ BGS. Place annular cement grout sanitary seal to 20’ BGS. Allow 24hr set time
<ul style="list-style-type: none"> • Drill test well boring 7.5”-8” nominal diameter from below bottom of conductor casing to 600’ BGS using conventional open hole air rotary-down hole hammer drilling methods.
<ul style="list-style-type: none"> • Drill well boring as per item #4 from 600’ to 800’ BGS if needed.
<ul style="list-style-type: none"> • OPTION: Provide and Install well boring liner consisting of 6” diameter sch 40 PVC casing, factory slotted screen as needed.
<ul style="list-style-type: none"> • Install well seal with discharge and electrical ports, and 3’ x 3’ concrete pad at ground surface. All materials included.
<ul style="list-style-type: none"> • Provide onsite containment of drill cuttings and water.
<ul style="list-style-type: none"> • Airlift & pumping well development and chlorination
<ul style="list-style-type: none"> • Move On/Off pump installation rig, temporary storage tanks, flow meters, discharge header, and support equipment. Install well water discharge piping and hoses to distribute/irrigate playing fields during well tests.
<ul style="list-style-type: none"> • Test pumping and Aquifer Characterization Testing
<ul style="list-style-type: none"> • Results of the pump testing to be analyzed to determine: if well will meet usage demand and if not develop action plan to satisfy demand, develop final well construction details & final pump design based on specific capacity of well, pump set depth, discharge pressure and volume, underground piping and wiring requirements, final update of costs and time frame for completion of work, provide average yearly water cost savings and return on investment data.
<ul style="list-style-type: none"> • Upon completion of the above scope of work a proposal for the underground piping, electrical, and permanent controls and pumping system will be provided.

Exhibit "B"

COMPENSATION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Conduct cursory study of pertinent site conditions including aerial map review of site, review of pre and post site development topography, review geology maps of site and surrounding areas to determine if any cross sectional features of site indicate favorable conditions for siting of future irrigation well.	1	LS	\$1,200.00	\$1,200.00
2	Move On/Move Off Drilling Rig and Support Equipment	1	EA	\$2,100.00	\$2,100.00
3	Drill and install 8" steel conductor casing to depth of 20' BGS. Place annular cement grout sanitary seal to 20' BGS. Allow 24hr set time	1	LS	\$3,920.00	\$3,920.00
4	Drill test well boring 7.5"-8" nominal diameter from below bottom of conductor casing to 600' BGS using conventional open hole air rotary-down hole hammer drilling methods.	580	LF	\$29.00	\$16,820.00
5	Drill well boring as per item #4 from 600' to 800' BGS if needed.	200	LF	\$34.00	\$6,800.00
6	OPTION: Provide and Install well boring liner consisting of 6" diameter sch 40 PVC casing, factory slotted screen as needed.	600	LF	\$18.00	
7	Install well seal with discharge and electrical ports, and 3' x 3' concrete pad at ground surface. All materials included.	1	LS	\$1,800.00	\$1,800.00
8	Provide onsite containment of drill cuttings and water.	1	LS	\$4,600.00	\$4,600.00
9	Airlift & pumping well development and chlorination	1	LS	\$7,610.00	\$7,610.00
10	Move On/Off pump installation rig, temporary storage tanks, flow meters, discharge header, and support equipment. Install well water discharge piping and hoses to distribute/irrigate playing fields during well tests.	1	LS	\$2,800.00	\$2,800.00
11	Test pumping and Aquifer Characterization Testing	1	LS	\$41,615.00	\$41,615.00
	Results of the pump testing to be analyzed to determine: if well will meet usage demand and if not develop action plan to satisfy demand, develop final well construction details & final pump design based on specific capacity of well, pump set depth, discharge pressure and volume, underground piping and wiring requirements, final update of costs and time frame for completion of work, provide average yearly water cost savings and return on investment data.				
	Upon completion of the above scope of work a proposal for the underground piping, electrical, and permanent controls and pumping system will be provided.				
				TOTAL	\$89,265

Exhibit "C"

FINGERPRINTING REQUIREMENT APPLICATION

Irrigation Water Well Project at Pepper Drive School

To be returned with bid documents:

Pursuant to the provisions of Article 13 of the General Conditions - District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contract and Contractor's employees are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions.

In accordance with the Education Code the **Contractor shall provide for the continual supervision and monitoring of all Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice.**

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT PRIOR TO COMMENCEMENT OF WORK ALL SUPERVISORS ON THIS PROJECT WILL HAVE COMPLETED FINGERPRINT BACKGROUND CHECKS FROM THE CALIFORNIA DEPARTMENT OF JUSTICE THROUGH ANY LIVESCAN SERVICE AND WILL HAVE BEEN FOUND TO HAVE NOT COMMITTED A VIOLENT OR SERIOUS FELONY (PENAL CODE SECTIONS 667.5(C) AND 1192.7(C)); AND WILL PROVIDE CONTINUAL SUPERVISION AND MONITORING OF THE CONTRACTOR'S EMPLOYEES. IF BACKGROUND CHECKS ARE NOT COMPLETED PRIOR TO COMMENCEMENT OF THE PROJECT, CONTRACTOR WILL NOTIFY THE SANTEE SCHOOL DISTRICT AND A PER DIEM CHARGE WILL BE CHARGED FOR SUPERVISION BY DISTRICT EMPLOYEES.

Executed this _____ day of _____, 20____ at _____
California.

By: _____ Title: _____

Signature: _____

Business Name: _____

FORM MUST BE NOTARIZED

BOARD POLICIES AND BYLAWS Item F.

Agenda Item F.

Board Policies and Bylaws Item F.1.1.

Review: Mandatory Biennial Review
BB 9270 Conflict of Interest

Prepared by Dr. Cathy Pierce
August 5, 2014

BACKGROUND:

Government Code Section 87306.5 requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if there is a need for it to be amended. BB 9270 was last reviewed and approved by the Board on August 7, 2012. To comply with the law and begin the biennial rotation once again, BB 9270 is being submitted for a second review and adoption.

RECOMMENDATION:

Board Bylaw 9270 is submitted for a second review. It is recommended that the Board of Education adopt BB 9270.

FISCAL IMPACT:

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

Motion: _____ Second: _____ Vote: _____ Agenda Item F.1.

CONFLICT OF INTEREST

Incompatible Activities

Members of the Governing Board shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district.

Conflict of Interest Code

Board members and designated employees of the district shall adhere to the financial disclosure requirements of the district's conflict of interest code adopted pursuant to the provisions of Government Code 87300. The district's conflict of interest code shall comprise of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body.

When a change in the district's conflict of interest code is necessitated by changed circumstances such as the creation of new designated positions, amendments or revisions shall be submitted to the code reviewing body within 90 days.

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views.

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required.

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction.

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees

CONFLICT OF INTEREST (continued)

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

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

CONFLICT OF INTEREST (continued)

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

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

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

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

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

Gifts/Honoraria

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

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

CONFLICT OF INTEREST (continued)

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

The term honorarium does not include:

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

APPENDIX DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

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

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

Designated persons in this category must report:

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

CONFLICT OF INTEREST (continued)

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

Director
Principal

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

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

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

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

CONFLICT OF INTEREST (continued)

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

*Legal Reference:*EDUCATION CODE

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

GOVERNMENT CODE

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

CODE OF REGULATIONS, TITLE 2

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

COURT DECISIONS

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

ATTORNEY GENERAL OPINIONS

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

*Management Resources:*WEB SITES

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

Bylaw adopted: February 17, 2009
 Bylaw reviewed: December 15, 2009, July 20, 2010
 Reviewed and Amended: August 7, 2012

SANTEE SCHOOL DISTRICT

Santee, California

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

Agenda Item G.

CLOSED SESSION Item H.

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

The Board will go into Closed Session to discuss:

1. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)

2. **Conference with Labor Negotiator** (Gov. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)

3. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
Property Addresses:
 - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)**Agency Negotiator: Karl Christensen, Assistant Superintendent*

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

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.