



Santee School District

SCHOOLS:

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

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

**BOARD OF EDUCATION
REGULAR MEETING
A G E N D A
August 6, 2013**

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.

A.	OPENING PROCEDURES – 7:00 p.m.	<u>Page #</u>
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D.	CONSENT ITEMS	14
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BOARD OF EDUCATION · Dustin Burns, Dianne El-Hajj, Ken Fox, Elana Levens-Craig, Barbara Ryan
DISTRICT SUPERINTENDENT · Cathy A. Pierce, Ed.D.

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

Superintendent	<u>Page #</u>
1.1. <u>Approval of Minutes</u> It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	15
Business Services	
2.1. <u>Approval/Ratification of Travel Requests</u> It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	22
2.2. <u>Approval/Ratification of Expenditure Warrants</u> It is recommended that the Board of Education approve/ratify expenditure warrants, as presented.	24
2.3. <u>Approval/Ratification of Purchase Orders</u> It is recommended that the Board of Education approve/ratify purchase orders for the month of June 2013.	26
2.4. <u>Acceptance of Donations</u> It is recommended that the Board of Education accept donations listed in the item.	35
2.5. <u>Approval of Consultants and General Service Providers</u> It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.	36
2.6. <u>Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)</u> It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of June 2013.	38
2.7. <u>Approval of Agreement with Victory Baptist Church for Long-Term Use of Facilities at Chet F. Harritt School</u> It is recommended that the Board of Education approve the Agreement with Victory Baptist Church for long-term use of facilities on Sunday mornings at Chet F. Harritt School for the period from September 8, 2013 through June 30, 2014.	42
2.8. <u>Approval of Renewal of Agreement with InterSchola for Surplus Sales</u> It is recommended that the Board of Education renew and approve the agreement for surplus asset management disposition services with InterSchola for 2013-14.	47
Educational Services	
3.1. <u>Approval of Nonpublic Agency Master Contract with Advantage On-Call d/b/a PHS Therapy for Speech Therapy</u> It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Advantage On-Call d/b/a/ PHS Therapy for speech therapy.	48
3.2. <u>Approval of Nonpublic Agency Master Contract with My Therapy Company for Speech Therapy</u> It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with My Therapy Company for speech therapy.	49

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|--|---------------|
| 3.3. <u>Approval of Nonpublic Agency Master Contract with Dependable Nursing, LLC for Nursing Services</u> | 50 |
| It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Dependable Nursing, LLC for nursing services. | |
| 3.4. <u>Approval of Nonpublic Agency Master Contract with Bridges Educational Corporation for Behavioral Support</u> | 51 |
| It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Bridges Educational Corporation for Behavioral Support. | |
| 3.5. <u>Approval of Nonpublic Agency Master Contracts with Vista Hill for Educationally Related Mental Health Services (ERMHS)</u> | 52 |
| It is recommended that the Board of Education approve the Nonpublic Agency Master Contracts with Vista Hill for mental health services (ERMHS). | |
| Human Resources/Pupil Services | |
| 4.1. <u>Personnel, Regular</u> | 54 |
| It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals. | |
| 4.2. <u>Approval of Memorandum of Understanding with San Diego Youth Services, Inc. (SDYS) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program</u> | 57 |
| It is recommended that the Board of Education approve the MOU with SDYS for the EPSDT Program. | |
| 4.3. <u>Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children’s Hospital, San Diego</u> | 61 |
| It is recommended that the Board of Education approve the agreement for mandated student health screenings with Rady Children’s Hospital. | |
| 4.4. <u>Acceptance of Department of Defense Education Activity (DODEA) Military-Connected Local Educational Agencies for Academic and Support Programs (MCASP) Grant</u> | 66 |
| It is recommended that the Board of Education accept the DODEA grant for academic and social support for military connected students. | |
| 4.5. <u>Approval of Interagency Agreement with San Diego Unified School District to Provide Access to the STEPS Program</u> | 68 |
| 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 Agreement with Atkinson, Andelson, Loya, Rudd, & Romo</u> | 83 |
| It is recommended that the Board of Education approve the agreement with Atkinson, Andelson, Loya, Rudd, & Romo. | |
| 4.7. <u>Approval of Agreements with Northern California Medi-Cal Administrative Services Joint Powers Authority (“NMAJ-SPA”) to Provide Claims Administration Services for Medicaid Administrative Activities (MAA) and Medi-Cal Billing Option</u> | 88 |
| It is recommended that the Board of Education approve the agreements with NMAJ-SPA to provide claims administration services for MAA and Medi-Cal billing option. | |

E. **DISCUSSION AND/OR ACTION ITEMS**

Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.

Human Resources/Pupil Services

1.1. **Ratification of Tentative Agreement between Santee School District and Santee Teachers Association (STA)** 108

It is recommended that the Board of Education approve the tentative agreement between Santee School District and Santee Teachers Association (STA).

Superintendent

2.1. **School Time Changes Communication Plan** 115

It is recommended that the Board of Education discuss and authorize a plan for communication to parents and the community about school time changes that may result from Board approval of the tentative agreement with the Santee Teachers Association (STA).

Business Services

3.1. **2013-14 45-Day Budget Revisions for General Fund** 117

It is recommended that the Board of Education approve significant revisions to the 2013-14 General Fund operating budget.

3.2. **Authorization to Disseminate a Request for Proposals/Qualifications (RFP/Q) for Deep Irrigation Water Well System Engineering, Design & Construction at Hill Creek School** 119

It is recommended that the Board of Education authorize use of Uniform Public Construction Cost Accounting Act informal bid procedures for disseminating an RFP/Q for deep irrigation water well system engineering, design and construction at Hill Creek School.

F. **BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS** 121

G. **CLOSED SESSION** 122

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

Agency Negotiators:

- *Karl Christensen, Assistant Superintendent, Business Services*
 - *Tim Larson, Assistant Superintendent, Human Resources*
- Employee Organizations: Santee Teachers Association*

2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)

Purpose: Negotiations

Agency Negotiators:

- *Karl Christensen, Assistant Superintendent, Business Services*
 - *Tim Larson, Assistant Superintendent, Human Resources*
- Employee Organization: Classified School Employees Association*

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 Evaluation** (Govt. Code § 54957)
Superintendent
- H. **RECONVENE TO PUBLIC SESSION** 122
- I. **ADJOURNMENT** 122

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 20, 2013, 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:

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

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. Pledge of Allegiance

4. Approval of Agenda for the August 6, 2013 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Cathy A. Pierce, Ed.D.
August 6, 2013

The following items are presented for Board information:

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

Agenda Item B.

Requests For Use Of Facilities - August 6, 2013						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Carlton Hills						
Christ the King Lutheran Church	Multi-Purpose & Classroom	7/7/13 - 6/29/14	Sunday	7:30 am - 11:30 am		\$189.00/Sunday
Sonshine Haven (Higher Ground Club)	Classroom	9/5/13 - 6/19/14	Thursday	2:00 pm - 4:00 pm	50	
Kick Fit (YSD) After-School Program	Multi-Purpose	9/3/13 - 6/19/14	Tues & Thurs	4:00 pm - 7:00 pm	50	
Chet F. Harritt						
Victory Baptist Church	Multi-Purpose & Classrooms	9/8/13 - 12/29/13	Sunday	8:00 am - 11:00 am	50	\$220.25/Sunday
Rio Seco						
STA (Ratification Meeting)	Multi-Purpose	7/29/13	Monday	5:00 pm - 9:00 pm	200	

***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 9	Principals Return School Secretaries and School Record Clerks Return Vice Principals Return
August 14	School Offices Open to the Public
August 19	Special Meeting 6:00 p.m.
August 20	Board Meeting – 7:00 p.m.
August 28	Teachers Return Welcome Back Event at Trolley Square Program begins @ 7:45
September 2	Labor Day Holiday – Schools and District Offices Closed
September 3	First Day of School for Students
September 3	Board Meeting – 7:00 p.m.
September 17	Board Meeting – 7:00 p.m.
October 1	Board Meeting – 7:00 p.m.
October 7	Professional Development Day No school for students.
October 15	Board Meeting – 7:00 p.m.
November 5	Board Meeting – 7:00 p.m.
November 11	Veterans' Day Holiday Schools and Departments Closed
November 19	Board Meeting – 7:00 p.m.
November 25-29	Schools Closed for Thanksgiving Holiday District Offices closed November 27-29

Reports and Presentations Item B.2. Award from the American Heart Association
Prepared by Dr. Cathy Pierce
August 6, 2013

BACKGROUND:

Santee School District has participated in the American Heart Association's Jump Rope for Heart program since 1999, when teacher Barb DeBarrows brought the program to Pepper Drive School. In 2007, the District's Wellness Committee worked to involve every school in the district as active participants. To date, the Santee School District has raised almost \$150,000 through the Jump Rope for Heart program. Besides earning money for school physical fitness programs, the money also goes to support research and education initiatives that save lives in our community. Because we are one of only a handful of districts that has made a district wide commitment to Jump Rope for Heart, Santee School District was presented a **District of the Year Award** from the American Heart Association at a volunteer reception held in July 2013.

Jump Rope for Heart is a great service learning project for students, providing a terrific way to learn about community service, integrating physical activity and critical thinking skills while promoting physical activity.

In addition to Jump Rope for Heart, our American Heart Association representatives Jennie Brane, Youth Market Director, and Eric Thompson, Senior Director of Communications and Marketing, have worked tirelessly with the San Diego Chargers and our District Wellness Committee to bring the NFL Play 60 Program to Santee School District. This program has not only increased the amount of physical fitness our students engage in daily but has also motivated some students to initiate new physical fitness programs at their schools. This rewarding program would not have been as successful without our American Heart Association partners. Jennie Brane is also currently working with Kathleen Grenfell to support our annual employee health fair, as well as work towards certifying the District as "heart-healthy," a nationwide honor for businesses that are taking steps to keep employees healthy.

Because of their commitment to our students, our employees, and the District, the School Board is proud to honor both Jennie Brane and Eric Thompson tonight and thank the American Heart Association for their partnership in education.

Agenda Item B.2.

Reports and Presentations Item B.3.
Prepared by Tim Larson
August 6, 2013

Department of Defense Grant Award

BACKGROUND:

Santee School District has been awarded a grant from the Department of Defense Education Activity (DODEA) Military Connected Local Educational Agencies for Academic and Support Program (MCASP) for family and community engagement. This grant provides \$135,000 per year for three (3) years to support military-connected families and ease the challenges for military students at Chet F. Harritt and PRIDE Academy.

Santee School District greatly appreciates receiving this grant and looks forward to working with the DODEA and MCASP in supporting the needs of military students.

Tonight, Administration will share additional information about the grant and take this opportunity to express the District's appreciation for the beneficial partnership we have developed with the Department of Defense.

Agenda Item B.3.

PUBLIC COMMUNICATION Item C.

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

Agenda Item C.

CONSENT ITEMS Item D.

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

Consent Item D.1.1. Approval of Minutes
Prepared by Cathy A. Pierce, Ed.D.
August 6, 2013

BACKGROUND:

Presented for Board approval –

- July 2, 2013, regular meeting minutes
- July 16, 2013, 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
REGULAR MEETING
OF THE BOARD OF EDUCATION**

July 2, 2013
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President El-Hajj called the meeting to order at 7:01 p.m.

Members present:

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

Administration present:

Dr. Cathy Pierce, Superintendent and Secretary to the Board
Karl Christensen, Assistant Superintendent, Business Services
Dr. Stephanie Pierce, Assistant Superintendent, Educational Services
Linda Vail, Executive Assistant and Recording Secretary

2. President El-Hajj invited the audience to recite the District Mission and then invited Jordan Bockert, a 6th grader at Rio Seco School, to lead the members, staff, and audience in the Pledge of Allegiance.

3. Approval of Agenda

It was moved and seconded to approve the agenda with the modification to move the Business Services Items to be first under Discussion and Action.

Motion: Fox Second: Burns Vote: 5-0

B. REPORTS AND PRESENTATIONS

1. **Superintendent's Report**

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

2. **Classroom of the Future Foundation-Presentation of Achieve Award Check**

Mr. Bruce Braciszewski from the Classroom of the Future Foundation presented the Board and PRIDE Academy with a \$5,000 check as the recipient of the Achieve Award. Board members and PRIDE staff attended the awards dinner in May and were officially recognized for their award. Mr. Braciszewski said the Foundation was glad to recognize PRIDE for the second time, winning the Inspire Award in 2011. After they won the Inspire Award, Mr. Braciszewski shared he brought some business directors to visit PRIDE Academy. Seeing the collaboration and engaged learning at PRIDE Academy, the business directors asked, "Why isn't every school like this?" The school has reflected that project-based learning is successful.

President El-Hajj thanked Mr. Braciszewski on behalf of the School Board and thanked Principal Stephanie Southcott and the staff for their hard work. There is much excitement in the new energy that has been created at PRIDE Academy. Mrs. Southcott shared several of the teachers came from their summer break to attend the meeting for this recognition.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 1.2. **Approval of Agreement with Haines Centre for Strategic Management for Strategic Planning Implementation Support**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval of Consultants and General Service Providers**
- 2.3. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)**
- 2.4. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement**
- 2.5. **Authorization to Utilize the CUPCCAC Informal Bidding Process for Deferred Maintenance Projects**
- 2.6. **Approval to Contract for Fresh Produce for Child Nutrition Services**
- 2.7. **Adoption of Resolution No. 1314-02 for Emergency Waiver of Competitive Bidding Requirements for Sewer Repairs at Sycamore Canyon School**
- 3.1. **Adoption of Resolution #1314-01 Designating Personnel and Approval of 2013-14 Child Development Services Contract**
- 3.2. **Approval of Annual Evaluation of the Alternative Education School**
- 3.3. **Approval of the 2013-14 Consolidated Application, Part 1**
 - 4.1. **Personnel, Regular**
 - 4.2. **Approval of Readmission of Expelled Students**
 - 4.3. **Approval of Service Learning Agreement with San Diego State University Social Work Internship Program**
 - 4.4. **Approval of Revisions to Rehabilitation Plan Completion Dates**

It was moved and seconded to approve Consent Items.

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

G. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Approval to Submit Department of Defense Military Connected Local Educational Agencies for Academic and Support Programs Consortium Grant

Dr. Cathy Pierce reported the District's desire to apply for this grant from the Department of Defense for academic and support programs for military connected students. To be eligible for this grant a school district must have over 8% of their families military-connected and must have another school district as a partner. We are working with San Diego Unified for this partnership. The grant provides \$6 M over 4 years equaling \$2.6 M each year.

The goals of grant include resources to military connected school districts to ease the challenges military students face, support the social and emotional needs of students, encourage family, school and community engagement, and increase professional development opportunities for educators. There is also an academic achievement focus connecting to CCSS and a Career Technical Education component for our students. The partnerships for this grant will also include USD and West Ed.

Member Levens-Craig asked if this would provide support to neighboring communities through the professional development and/or parent education. Dr. C. Pierce responded that resources would not be provided as part of the consortium but agencies could be invited.

Member Levens-Craig asked if each district will be responsible for their own financial portion. Dr. C. Pierce said yes, once USD and West Ed are paid their percentages from the grant, Santee and San Diego Unified would share equally in the funding.

Member Fox asked who was writing the grant. Meredith Riffle said Carol Kim from West Ed will be the primary grant writer.

President El-Hajj asked what the prospect of receiving the grant will be. Meredith Riffle said only 5 grants will be awarded nationwide and San Diego is one of the largest populations of military families. There is only one other proposal connected with San Diego County and she believes our chances are very good.

Member Levens-Craig said she appreciates Meredith Riffle seeking out grants. Mrs. Riffle said she passionately believes our students deserve the best and she will do whatever is needed to make that happen.

Member Ryan moved to approve the submission of a Department of Defense Military Connected Local Educational Agencies for Academic and Support Programs Consortium Grant

Motion: Ryan Second: Levens-Craig Vote: 5-0

1.2. Board Goal on Increasing Effective Communication

This item was presented to allow the Board further discussion on the development and setting of measurable goals in effective and increased communication to all stakeholders. Dr. C. Pierce provided ideas that were brainstormed at a recent Professional Leadership Team meeting as a spring board for the discussion. Board members discussed different ideas to increase communication with the community. The ideas included:

1. Board members greeting families on the first day of school.
2. Board members attend Back to School nights and be available to talk with parents. Notify parents ahead of time that a Board member will be present.
3. Board members attend Common Core and Assessment Parent Education/Family nights.
4. Present the Santee School District video at a City Council meeting.
5. Continue to communicate what the Board does and what is good in Santee School District through the Santee Magazine page, which is mailed to every home in Santee.
6. Use Q Codes in our advertising to connect to spotlight videos.
7. Continue to use the Business Breakfast to spotlight the District (i.e., Achieve Award Video)
8. Continue our partnership with the Chamber of Commerce.
9. Attend School Beautification Days and connect with church volunteers.
10. Check in at the ministerial council; attend a meeting. Linda was asked to find out if the Ministerial Council meets and the meeting dates/times.

The key messages important to the community:

1. We are separate from Grossmont Union High School District
2. High student achievement
3. How well we are using our bond money

Board members decided to establish to goals for this school year:

- 1) Board members will attend back to school nights, at least one Board member at each.
- 2) Board members will attempt to be represented at each parent night.
- 3) Work to connect with the ministerial council if it is still active.
- 4) Make a presentation at a City Council meeting.

Once dates for Back to School nights and parent information nights are established, Board members will be assigned as available to attend. Direction will be given to principals about Board member participation and communication to parents.

2.1. Approval of Monthly Financial Report

Karl Christensen reported on the cash and budget. Cash flow required a transfer of \$2 M from Fund 17. In June, the District received their anticipated funds and the funds were transferred back to Fund 17. This budget matches the adopted budget and shows a small surplus projected for the end of the 2012-13 fiscal year. Member Ryan moved to approve the Monthly Financial Report for May 2013.

Motion: Ryan Second: Fox Vote: 5-0

2.2. Adoption of Environmental Categorical Exemption for an Irrigation Water Well System at Hill Creek School

Karl Christensen reported the Strategic Action Plan for Fiscal Accountability contains an action step to explore construction of water wells to save on operational costs. Staff has identified Hill Creek as the most viable candidate for a water well since it has the highest irrigation cost in the District and is not a candidate for using

recycled water since there are no purple pipes in the area. Generally, before commencing projects of this type, an analysis of CEQA requirements is needed but the District's attorney has opined that the filing of a Notice of Exemption for CEQA is appropriate in this case since the amount of water to be drawn from the basin is minute and negligible compared to the amount available in the basin. Dr. C. Pierce and Mr. Christensen met with Padre Dam General Manager, Allen Carlisle several months ago to inform him of the plans for the water well and the District's intention to file a Notice of Exemption. Mr. Carlisle was also sent a copy of this Board item and copy of the proposed exemption. Although Padre Dam is not actively opposing the project, they have submitted a letter outlining various issues they want the District to be aware of regarding their planned projects and rights relating to water in the area. Padre Dam desires to be on record with 4 main issues:

- Padre Dam owns and operates a well downstream and our well could cause or exacerbate overdraft thereby deteriorating the output and quality of other wells.
- The City of San Diego claims Pueblo water rights for all underground water in the area – they are not currently operating a well in the area but could at some point in the future and thereby assert their exclusive rights.
- Padre Dam's indirect potable reuse program will increase the underground supply in the basin and they claim exclusive rights to this water.
- The Regional Water Control Board has designated Padre Dam as the lead agency to develop a thorough Salinity and Nutrient Management Plan for the groundwater basin and our project could degrade the quality of water in the basin.

In the letter, Padre Dam states that it is not their intention to be an impediment to our project but requests that we fully consider their water rights before expending resources. They wish to go on record that there are risks with drilling a water well.

Mr. Christensen said Administration recommends moving forward with filing the Notice of Exemption which starts a 30 day waiting period for the project.

President El-Hajj asked if any of the Padre Dam concerns were a surprise. Mr. Christensen said no, all of them were outlined in the meeting with Allen Carlisle.

Member Levens-Craig said her impression is there has been a good working relationship with Padre Dam and asked if this might impair the relationship. Mr. Christensen said he did not believe it would impact the relationship with Padre Dam. In conversations with Mr. Carlisle, he just wanted to make sure the District had a clear understanding what they are dealing with as other properties are drilling wells, but did not want to be an impediment. Mr. Carlisle sent a representative to the meeting who shared that the District has a very good working relationship and this would not impede that, Padre Dam just wanted to make the Board aware of other water well projects in the area.

Member Ryan said it appears Padre Dam is just making clear what they believe needs to be made clear in case something occurs. Member Burns asked if there are any issues with the City. Mr. Christensen said they are aware of our plans and there are no issues that have been addressed.

President El-Hajj said their concerns were acknowledged and understood. Member Burns moved to approve an Environmental Categorical Exemption for deep irrigation water well system engineering, design and construction at Hill Creek School and authorize staff to file a Notice of Exemption with the County Clerk.

Motion: Burns Second: Levens-Craig Vote: 5-0

H. BOARD POLICIES AND BYLAWS

1.1. Second Reading: Revised Board Policy 6163.4, Student Use of Technology

Revised BP 6163.4 was presented for a second reading. President El-Hajj clarified with the Board members their understanding that when this policy revision is approved, the District will move forward with a Bring You Own Device (BYOD) initiative.

Board members requested a follow-up report on how BYOD is occurring and suggested the Superintendent set up a trimester report providing information on how it is working, the snags, etc. He also suggested consistent information gathering for a future Golden Bell Award.

Member Fox still has a concern that the District is not held responsible for lost or stolen items. Dr. C Pierce said we will not be collecting their devices and it will be just as it is now with cell phones that students bring to school.

Member Levens-Craig reminded Administration of a previous discussion about teachers not having students keep their backpacks outside of the classrooms.

Member Burns moved to approve the revisions to Board Policy 6163.4, Student Use of Technology.

Motion: Burns Second: Ryan Vote: 5-0

I. BOARD COMMUNICATION

President El-Hajj said the Foundation Golf Classic was fun.

Member Burns has had community members ask if we charge \$5.00 for each student that plays organized sports on our schools fields. Member Fox confirmed the District does charge \$5.00 for each registered league player. Mr. Christensen will check to see if Santee American is paying these fees because they play at West Hills Park. It was shared that they use school fields for practice.

Member Levens-Craig said she enjoyed the parent comments on the Alternative School report. She asked the best way to know about school events and activities. Linda will ask the school secretaries to send monthly newsletters again and she will provide them to the Board. Members Levens-Craig and Fox would like to be registered for the next session of Masters in Governance.

Karl Christensen provided an update on the construction of the Pepper Drive building. Christina Becker has been working diligently with the team and the FAA for the crane permit. There may be up to a 45-day waiting period. The estimated cost of construction delay is \$2,000 per day. Administration and Balfour Beatty are looking at other means or methods for construction than a 130 foot crane and also approaching the FAA. A helicopter could get a flight plan approval and may not need FAA approval. The District may wish to speak with a Congressman to intervene or consultants that could expedite the process. Christina Becker believes the FAA may not even have the authority for this and it may become necessary to obtain legal advice about their authority.

The 2013-14 governance calendar was presented for Board review and will be posted on Web for Board reference.

Dr. C. Pierce said with new faces on Cabinet and the Board, she suggested the Board and Cabinet meet together on August 19th at 6:00 and the Board agreed to the date and time.

The July 16th Board meeting is cancelled and August 6th will be the next meeting.

J. CLOSED SESSION

President El-Hajj announced that the Board would meet in closed session for:

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiator: Karl Christensen, Asst. Superintendent
Employee Organizations: Santee Teachers Association
2. **Public Employee Evaluation** (Govt. Code § 54957)
Superintendent

The Board entered closed session at 8:18 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 9:25 p.m. No action was reported.

K. ADJOURNMENT

The July 2, 2013 regular meeting adjourned at 9:25 p.m.

SANTEE SCHOOL DISTRICT
SPECIAL MEETING
OF THE BOARD OF EDUCATION

July 16, 2013
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome
President El-Hajj called the meeting to order at 6:33 p.m.
Members present:
Dianne El-Hajj, President
Ken Fox, Vice President
Dustin Burns, Clerk
Barbara Ryan, Member
Elana Levens-Craig, Member
Administration present:
Dr. Cathy Pierce, Superintendent and Secretary to the Board
Karl Christensen, Assistant Superintendent, Business Services
Dr. Stephanie Pierce, Assistant Superintendent, Educational Services
Tim Larson, Assistant Superintendent, Human Resources/Pupil Services
2. Approval of Agenda
It was moved and seconded to approve the agenda.
Motion: Ryan Second: Fox Vote: 4-0

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. CLOSED SESSION

President El-Hajj announced that the Board would meet in closed session for:

1. **Conference with Labor Negotiator (Govt. Code § 54956.8)**
Agency Negotiators:
Karl Christensen, Assistant Superintendent, Business Services
Tim Larson, Assistant Superintendent, Human Resources
Employee Organizations: Santee Teachers Association
The Board entered closed session at 6:35 p.m.

D. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 7:35 p.m. No action was reported.

E. ADJOURNMENT

The July 16, 2013 special meeting was adjourned at 7:35 p.m.

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
August 6, 2013

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 \$6,645 as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.1.
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Board Travel Report - August 6, 2013

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Thursday, 04/04/13	Chris Erwin Al Baretta	Grounds Grounds	DPR/IPM School Facilities Training	Brawley	\$0 \$0	\$25 \$25	Maint/Operations Maint/Operations	This workshop provided training in integrated pest management for school facilities.
Monday, 09/23/13	Dr. Cathy Pierce Karl Christensen Tim Larson Dr. Stephanie Pierce Tory Long	Superintendent Business Servs HR/Pupil Servs Ed. Resources Business Servs	Local Control Funding Formula Workshop	Ontario	\$0 \$0 \$0 \$0 \$0	\$175 \$175 \$175 \$175 \$175	Superintendent's Office Business Services HR / Pupil Services Educational Resources Business Services	This workshop will explain the fiscal provisions of the Local Control Funding Formula (LCFF) and its impact on school budgets.
Thurs-Sat, 12/5/13 - 12/07/13	Dr. Cathy Pierce Dianne El-Hajj Ken Fox Dustin Burns Barbara Ryan Elana Levens-Craig	Superintendent Board Board Board Board Board	California School Boards Association Annual Education Conference 2013	San Diego	\$0 \$0 \$0 \$0 \$0 \$0	\$610 \$610 \$610 \$610 \$610 \$610	Superintendent's Office Board of Education Board of Education Board of Education Board of Education Board of Education	This conference will focus on innovative and effective new ideas to make changes that will have a positive impact on schools. The conference will provide resources to advance the best interest of students, public education, and leadership issues.
Friday, 12/06/13	Linda Vail	Supt Office / Board	California School Boards Association Annual Education Conference 2013 Executive Assistant Program	San Diego	\$0	\$330	Superintendent's Office	This conference program provides access to national and statewide experts for discussions and professional development for school district Executive Assistants.
Travel Requests That Require Airfare/Trainfare; Overnight Stay; and/or Travel Outside of the State of California								
Fri-Sat, 10/18/13 - 10/19/13	Ken Fox Elana Levens-Craig	Board Board	California School Boards Association Masters in Governance Modules	Rancho Cucamonga	\$0 \$0	\$865 \$865	Board of Education Board of Education	The CSBA masters in Governance program equips Board members and Superintendents with the necessary knowledge and skills to support an effective governance structure.

Consent Item D.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Karl Christensen
 August 6, 2013

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 2013:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-189441 TO 12-201630	\$536,032.74
09 00	N/A	\$0.00
12 06	N/A	\$0.00
13 00	12-189503 TO 12-201654	\$148,928.63
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39 / 21 08	12-189524 TO 12-201656	\$44,878.09
25 18	12-191542 TO 12-198647	\$4,714.80
25 38	N/A	\$0.00
35-00	12-189527	\$484,930.35
40-00	12-193240 TO 12-201657	\$6,199.70
63 00	12-189528 TO 12-201659	\$14,200.45
		\$1,239,884.76

Student Body Warrants issued for the period of June 2013:

\$21,074.49

Payroll Warrant #'s beginning 10-236948 through 10-237005 and 10-729468 through 10-730273 and 10-242092 through 10-242093:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,928,559.58
06 00	\$862,232.82
12 06	\$24,537.67
13 00	\$88,738.33
25-18	\$0.00
63 00	\$165,762.50
\$4,069,830.90	

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 \$5,330,790.15 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.
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BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of June 2013:

AMOUNT	LOCATION
\$ 11,919.65	PEPPER DRIVE SCHOOL
\$ 11,595.21	CARLTON HILLS SCHOOL
\$ 124.87	SYCAMORE CANYON SCH
\$ 5,878.44	CAJON PARK SCHOOL
\$ 3,413.76	CHET F HARRITT SCH
\$ 4,746.40	CARLTON OAKS SCHOOL
\$ 8,124.40	RIO SECO SCHOOL
\$ 450.00	SUPERINTENDENT DEPT
\$ 16,631.62	BUSINESS SERVICES
\$ 1,000.00	HUMAN RESOURCES
\$ 2,200.00	EDUCATIONAL SERVICES
\$ 40,599.52	SPECIAL EDUCATION
\$ 1,741.54	EDUCATIONAL SERVICES
\$ 20,176.00	PUPIL SERVICES
\$ 17,026.12	PROJECT SAFE
\$ 5,379.96	TECHNOLOGY SERVICES
\$ 26,164.33	MAINTENANCE
\$ 3,558.87	TRANSPORTATION
\$ 674.09	FACILITIES MODERNIZATION
\$ 181,404.78	Total Purchase Orders – June 2013

RECOMMENDATION:

Administration recommends approval of purchase orders #121611 through #121768 issued June 1, 2013 through June 31, 2013.

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 \$181,404.78 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.
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LOCATION LIST 2013-14

- 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 2013

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
120028	7/3/2012	03	CITY OF SANTEE CROSSING GUARDS	064	ANNUAL AGREEMENT	\$15,000.00
					INCREASED ANNUAL AGREEMENT	\$2,575.61
					NEW TOTAL	\$17,575.61
120832	1/7/2013	06	HOME DEPOT COMMERCIAL ACCOUNT MAINTENANCE SUPPLIES	075	ANNUAL AGREEMENT	\$5,000.00
					INCREASED ANNUAL AGREEMENT	\$6,250.00
					NEW TOTAL	\$11,250.00
121495	5/14/2013	03	AMAZON.COM COPIER IN PUBS	003	EDUCATIONAL MATERIALS FOR CH	\$69.95
					SHIPPING & TAX NOT INCLUDED ON PO	\$24.43
					NEW TOTAL	\$94.38

PURCHASE ORDER LISTING - JUNE 2013
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
121612	6/3/2013	3	IMAGESTUFF.COM	AWARDS FOR 8TH GRADE	\$ 122.26	002	PEPPER DRIVE SCHOOL
121657	6/7/2013	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - PD	\$ 2,964.64	002	PEPPER DRIVE SCHOOL
121658	6/7/2013	3	IMAGESTUFF.COM	AWARDS FOR 8TH GRADE	\$ 52.49	002	PEPPER DRIVE SCHOOL
121659	6/7/2013	3	PARKWAY BOWL	ADMISSIONS	\$ 1,106.30	002	PEPPER DRIVE SCHOOL
121661	6/10/2013	3	PANDA EXPRESS	FOOD FOR 8TH GRADE LUNCHEON	\$ 579.96	002	PEPPER DRIVE SCHOOL
121662	6/10/2013	3	SMART & FINAL	SUPPLIES	\$ 1,000.00	002	PEPPER DRIVE SCHOOL
121705	6/20/2013	3	JUNIOR ACHIEVEMENT	ADMISSIONS	\$ 850.00	002	PEPPER DRIVE SCHOOL
121713	6/21/2013	3	JOSTENS	YEARBOOK - PD	\$ 5,244.00	002	PEPPER DRIVE SCHOOL
					TOTAL \$		PEPPER DRIVE SCHOOL
121630	6/5/2013	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - CH	\$ 1,848.75	003	CARLTON HILLS SCHOOL
121663	6/10/2013	3	CARLTON OAKS COUNTRY CLUB	8TH GRADE PROMOTION VENUE	\$ 1,575.00	003	CARLTON HILLS SCHOOL
121678	6/12/2013	6	EDUCATORS PUBLISHING SERVICE	CLASSROOM MATERIALS	\$ 2,016.62	003	CARLTON HILLS SCHOOL
121679	6/12/2013	6	ANSMAR PUBLISHERS INC	CLASSROOM MATERIALS	\$ 3,584.84	003	CARLTON HILLS SCHOOL
121688	6/14/2013	3	GATEWAY FUND RAISING SERVICE	FUNDRAISER - CH	\$ 2,570.00	003	CARLTON HILLS SCHOOL
					TOTAL \$		CARLTON HILLS SCHOOL
121616	6/3/2013	3	IMAGESTUFF.COM	STUDENT INCENTIVES	\$ 75.16	004	SYCAMORE CANYON SCH
121765	6/27/2013	3	IMAGESTUFF.COM	STUDENT AWARDS	\$ 49.71	004	SYCAMORE CANYON SCH
					TOTAL \$		SYCAMORE CANYON SCH
121611	6/3/2013	3	BADGE-A-MINIT	AWARDS SUPPLIES	\$ 77.71	006	CAJON PARK SCHOOL
121683	6/12/2013	3	SKEDADDLE FUNDRAISERS	FUNDRAISER - CP	\$ 4,502.00	006	CAJON PARK SCHOOL
121693	6/17/2013	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 1,028.73	006	CAJON PARK SCHOOL
121714	6/21/2013	3	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES - SUMMER	\$ 270.00	006	CAJON PARK SCHOOL
					TOTAL \$		CAJON PARK SCHOOL
121680	6/12/2013	3	TAITAGUE, RUDY	DJ FOR 8TH GRADE PROMOTION	\$ 150.00	007	CHET F HARRITT SCH
121681	6/12/2013	3	CARLTON OAKS COUNTRY CLUB	8TH GRADE PROMOTION VENUE	\$ 1,134.00	007	CHET F HARRITT SCH
121684	6/12/2013	3	MAINTEX INC	SUMMER CUSTODIAL SUPPLIES	\$ 460.76	007	CHET F HARRITT SCH
121686	6/13/2013	6	SAN DIEGO SCIENCE ALLIANCE	REGISTRATION FEES	\$ 165.00	007	CHET F HARRITT SCH
121706	6/20/2013	3	ALL FOR KIDZ	FUNDRAISER - CFH	\$ 1,504.00	007	CHET F HARRITT SCH
					TOTAL \$		CHET F HARRITT SCH
121673	6/11/2013	3	JUNIOR ACHIEVEMENT	ADMISSIONS	\$ 760.00	008	CARLTON OAKS SCHOOL
121762	6/26/2013	3	JOSTENS	YEARBOOKS - CO	\$ 3,986.40	008	CARLTON OAKS SCHOOL
					TOTAL \$		CARLTON OAKS SCHOOL
121682	6/12/2013	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - RS	\$ 5,389.89	009	RIO SECO SCHOOL
121689	6/14/2013	3	AWARDS BY NAVAJO	AWARDS	\$ 347.71	009	RIO SECO SCHOOL
121692	6/14/2013	3	JOSTENS	YEARBOOKS	\$ 538.80	009	RIO SECO SCHOOL
121695	6/17/2013	3	CARLTON OAKS COUNTRY CLUB	8TH GRADE PROMOTION/DANCE	\$ 1,848.00	009	RIO SECO SCHOOL
					TOTAL \$		RIO SECO SCHOOL
121625	6/4/2013	3	S4 MEDIA	LAYOUT & DESIGN FOR ECHO AD	\$ 150.00	062	SUPERINTENDENT DEPT
121675	6/11/2013	3	CARLTON OAKS COUNTRY CLUB	SALUTE TO EXCELLENCE	\$ 300.00	062	SUPERINTENDENT DEPT
					TOTAL \$		SUPERINTENDENT DEPT

**PURCHASE ORDER LISTING - JUNE 2013
BY SITE**

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
121676	6/12/2013	63	OFFICE DEPOT INC	OFFICE SUPPLIES - PROJ. SAFE	\$ 652.67	064	BUSINESS SERVICES
121677	6/12/2013	3 6	OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	\$ 6,297.12	064	BUSINESS SERVICES
121685	6/12/2013	3 6	OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - ALL SITES	\$ 4,084.56	064	BUSINESS SERVICES
121729	6/24/2013	6	ACCELIFY	LEA CLAIMS PD TO DISTRICT	\$ 3,097.27	064	BUSINESS SERVICES
121766	6/27/2013	3	LIFE INSURANCE COMPANY OF THE	PAYROLL CONTRIBUTION	\$ 200.00	064	BUSINESS SERVICES
121767	6/27/2013	40	WELLS FARGO BANK	COPS - 2010 SOLAR	\$ 2,300.00	064	BUSINESS SERVICES
				TOTAL	\$ 16,631.62		BUSINESS SERVICES
121626	6/4/2013	3	KONTRABAND INTERDICTION	INSPECTION SERVICES	\$ 1,000.00	065	HUMAN RESOURCES
				TOTAL	\$ 1,000.00		HUMAN RESOURCES
121660	6/10/2013	3	PEARSON, INC.	REGISTRATION FEES	\$ 2,200.00	066	EDUCATIONAL SERVICES
				TOTAL	\$ 2,200.00		EDUCATIONAL SERVICES
121627	6/5/2013	6	GROSSMONT UNION HIGH	NPS TRANSPORTATION CHARGES	\$ 400.00	067	SPECIAL EDUCATION
121628	6/5/2013	6	JILL WECKERLY, PH.D.	CONSULTING SERVICES	\$ 2,700.00	067	SPECIAL EDUCATION
121629	6/5/2013	6	MUNOZ, DEBORA ROCHA	CONSULTANT SERVICES	\$ 480.00	067	SPECIAL EDUCATION
121697	6/18/2013	6	GROSSMONT UNION HIGH	STUDENT TRANSPORTATION-NPS	\$ 500.00	067	SPECIAL EDUCATION
121698	6/18/2013	6	GROSSMONT UNION HIGH	TRANS FOR STUDENT - SELPA	\$ 32,882.00	067	SPECIAL EDUCATION
121758	6/25/2013	6	GROSSMONT UNION HIGH	CONSULTANT SERVICES	\$ 3,637.52	067	SPECIAL EDUCATION
				TOTAL	\$ 40,599.52		SPECIAL EDUCATION
121617	6/4/2013	3	FREY, NANCY	REIMBURSEMENT	\$ 868.62	068	EDUCATIONAL PROJECTS
121631	6/5/2013	3	SAN DIEGO DAILY TRANSCRIPT	LEGAL AD FOR RFP/Q	\$ 223.40	068	EDUCATIONAL PROJECTS
121665	6/10/2013	6	HEINEMANN	CLASSROOM MATERIALS	\$ 422.44	068	EDUCATIONAL PROJECTS
121712	6/21/2013	3	UNITED PARCEL SERVICE	SHIPPING CHARGES FOR RETURNS	\$ 16.58	068	EDUCATIONAL PROJECTS
121719	6/24/2013	3	UNITED PARCEL SERVICE	RETURNED SHIPPING CHARGES	\$ 20.50	068	EDUCATIONAL PROJECTS
121694	6/17/2013	3 6	NORTH COASTAL CONSORTIUM	REGIATRATION FEES	\$ 120.00	069	EDUCATIONAL SERVICES
121696	6/18/2013	6	ALLIANCE FOR AFRICAN	CONSULTING SERVICES	\$ 70.00	069	EDUCATIONAL SERVICES
				TOTAL	\$ 1,741.54		EDUCATIONAL SERVICES
121707	6/20/2013	6	LAKESIDE UNION SCHOOL DISTRICT	OUTSOURCED TRANS. SVCS	\$ 176.00	070	PUPIL SERVICES
121763	6/26/2013	6	WEST ED	SANTEE CARES	\$ 20,000.00	070	PUPIL SERVICES
				TOTAL	\$ 20,176.00		PUPIL SERVICES
121670	6/10/2013	63	LEGOLAND CALIFORNIA	ADMISSIONS	\$ 3,300.00	072	PROJECT SAFE
121671	6/11/2013	63	LEGOLAND CALIFORNIA	ADMISSIONS	\$ 2,100.00	072	PROJECT SAFE
121687	6/13/2013	63	AMAZON.COM	SUPPLIES FOR PROJECT SAFE	\$ 242.43	072	PROJECT SAFE
121690	6/14/2013	63	DISCOUNT SCHOOL SUPPLY	PROJECT SAFE SUPPLIES	\$ 1,285.52	072	PROJECT SAFE
121691	6/14/2013	6	DISCOUNT SCHOOL SUPPLY	ASES SUPPLIES	\$ 61.71	072	PROJECT SAFE
121715	6/21/2013	63	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 1,772.50	072	PROJECT SAFE
121716	6/21/2013	63	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 1,710.00	072	PROJECT SAFE
121717	6/21/2013	63	ADVERTISING EDGE INC	T-SHIRTS FOR PROJECT SAFE	\$ 3,906.35	072	PROJECT SAFE
121718	6/21/2013	6	ADVERTISING EDGE INC	T-SHIRTS FOR OOST	\$ 698.67	072	PROJECT SAFE
121721	6/24/2013	63	AMERICAN EXPRESS	OOST & YALE SUPPLIES	\$ 1,948.94	072	PROJECT SAFE
				TOTAL	\$ 17,026.12		PROJECT SAFE

PURCHASE ORDER LISTING - JUNE 2013
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
121615	6/3/2013	3	SEHI/PROCOMP COMPUTER PRODUCTS	COMPUTER SUPPORT	\$ 1,290.00	073	TECHNOLOGY SERVICES
121649	6/6/2013	3	PEARSON, INC.	REGISTRATION FEES	\$ 2,200.00	073	TECHNOLOGY SERVICES
121674	6/11/2013	3	APPLE COMPUTER INC	IPADS	\$ 1,517.76	073	TECHNOLOGY SERVICES
121710	6/20/2013	3	SAN DIEGO DAILY TRANSCRIPT	LEGAL AD FOR RFP	\$ 372.20	073	TECHNOLOGY SERVICES
					TOTAL	\$ 5,379.96	TECHNOLOGY SERVICES
121613	6/3/2013	6	HOUSE OF AUTOMATION, INC	MAINT. YARD GATE REPAIRS	\$ 248.83	075	MAINTENANCE
121614	6/3/2013	6	GEARY PACIFIC SUPPLY	HVAC SUPPLIES - STOCK	\$ 615.27	075	MAINTENANCE
121632	6/5/2013	6	KIMBALL MIDWEST	MAINT. SUPPLIES - STOCK	\$ 119.26	075	MAINTENANCE
121633	6/5/2013	3	EWING IRRIGATION PRODUCTS	IRRIGATION SUPPLIES - STOCK	\$ 237.53	075	MAINTENANCE
121634	6/5/2013	3	EWING IRRIGATION PRODUCTS	IRRIGATION SUPPLIES - STOCK	\$ 428.11	075	MAINTENANCE
121635	6/5/2013	3	EWING IRRIGATION PRODUCTS	IRRIGATION SUPPLIES - CFH	\$ 428.20	075	MAINTENANCE
121636	6/5/2013	3	DUNN EDWARDS CORPORATION	ON-SITE MAT'S & SUPP'S - CO	\$ 124.17	075	MAINTENANCE
121637	6/5/2013	3	DUNN EDWARDS CORPORATION	ON-SITE BLDG REP'S/ SUPP'S-CO	\$ 55.39	075	MAINTENANCE
121638	6/5/2013	6	GEARY PACIFIC SUPPLY	HVAC SUPPLIES - CO PSFE	\$ 405.49	075	MAINTENANCE
121639	6/5/2013	13	W W GRAINGER INC	EXHAUST VENT - CNS AT CFH	\$ 605.47	075	MAINTENANCE
121640	6/5/2013	3	A-1 ARROW, INC	ROOFING/GUTTERS - WAREHOUSE	\$ 3,248.00	075	MAINTENANCE
121641	6/5/2013	6	W W GRAINGER INC	MAINT. SUPPLIES - CH / PD	\$ 107.24	075	MAINTENANCE
121642	6/5/2013	3	MASON'S SAW & LAWNMOWER	GROUNDS SUPPLIES - STOCK	\$ 42.01	075	MAINTENANCE
121643	6/5/2013	6	SUNBELT RENTALS	EQUIP. RENTAL - CO	\$ 267.19	075	MAINTENANCE
121644	6/5/2013	6	TRANE U.S. INC.	HVAC SUPPLIES - HC	\$ 485.38	075	MAINTENANCE
121645	6/5/2013	6	TRANE U.S. INC.	HVAC SUPPLIES - SC	\$ 272.96	075	MAINTENANCE
121646	6/5/2013	6	VALLEY INDUSTRIAL SPECIALTIES	PLUMBING SUPPLIES - STOCK	\$ 133.06	075	MAINTENANCE
121648	6/5/2013	6	CLARK SECURITY PRODUCTS INC	HDWARE/DOOR, LOCK SUPP'S STK	\$ 1,201.06	075	MAINTENANCE
121650	6/6/2013	6	CLARK SECURITY PRODUCTS INC	HDWARE/DOOR, LOCK SUPP'S-STK	\$ 40.91	075	MAINTENANCE
121651	6/6/2013	6	CLARK SECURITY PRODUCTS INC	HDWARE/DOOR SUPP'S-CH, CO, RS	\$ 238.62	075	MAINTENANCE
121652	6/6/2013	6	CLARK SECURITY PRODUCTS INC	HDWARE/DOOR, LOCK SUPPLIES	\$ 447.77	075	MAINTENANCE
121653	6/6/2013	6	CLARK SECURITY PRODUCTS INC	HDWARE/DOOR, LOCK SUPP'S-STK	\$ 1,234.12	075	MAINTENANCE
121654	6/6/2013	6	CLARK SECURITY PRODUCTS INC	HDWARE/DOOR, LOCK SUPP'S-STK	\$ 1,303.94	075	MAINTENANCE
121655	6/6/2013	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - STOCK	\$ 38.84	075	MAINTENANCE
121656	6/6/2013	3	JOHNSTONE SUPPLY	ON-SITE SUPPLIES - CO	\$ 116.88	075	MAINTENANCE
121666	6/10/2013	3	JOHNSTONE SUPPLY	MATERIALS/REPAIRS - ON-SITE CO	\$ 1,090.74	075	MAINTENANCE
121667	6/10/2013	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - ERC	\$ 305.58	075	MAINTENANCE
121668	6/10/2013	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - STOCK	\$ 103.90	075	MAINTENANCE
121669	6/10/2013	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - STOCK	\$ 139.73	075	MAINTENANCE
121722	6/24/2013	13	METAL FAB LOGISTICS INC.	CNS KITCHEN REPAIRS	\$ 146.39	075	MAINTENANCE
121723	6/24/2013	6	AIRE FILTER PRODUCTS CA	AIR FILTERS - PD	\$ 472.05	075	MAINTENANCE
121724	6/24/2013	6	CLARK SECURITY PRODUCTS INC	HARDWARE SUPPLIES - STOCK/RS	\$ 91.86	075	MAINTENANCE
121725	6/24/2013	6	COUNTYWIDE MECHANICAL	HVAC REPAIR SVCS - CO	\$ 210.00	075	MAINTENANCE
121726	6/24/2013	6	DRAIN PROS INC	PLUMBING REPAIR SVC - SC	\$ 395.00	075	MAINTENANCE
121727	6/24/2013	6	COUNTYWIDE MECHANICAL	HVAC SVC/REPAIRS - CP ANNEX	\$ 390.00	075	MAINTENANCE

PURCHASE ORDER LISTING - JUNE 2013
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
121728	6/24/2013	6	DRAIN PROS INC	PLUMBING REPAIR SVC - SC	\$ 395.00	075	MAINTENANCE
121730	6/24/2013	6	VALLEY INDUSTRIAL SPECIALTIES	PLUMBING SUPPLIES - CP	\$ 196.79	075	MAINTENANCE
121731	6/24/2013	6	TRANE U.S. INC.	HVAC SUPPLIES - CO	\$ 219.61	075	MAINTENANCE
121733	6/25/2013	3	LAKESIDE LAND COMPANY	SANDBOX SUPPLIES - PA	\$ 404.09	075	MAINTENANCE
121734	6/25/2013	6	STATE CHEMICAL MANUFACTURING	MAINT. SUPPLIES - STOCK	\$ 270.00	075	MAINTENANCE
121735	6/25/2013	3	KNIFFING'S DISCOUNT NURSERIES	TREE FOR CFH	\$ 162.00	075	MAINTENANCE
121736	6/25/2013	3	KNIFFING'S DISCOUNT NURSERIES	PLANTS FOR CFH	\$ 129.60	075	MAINTENANCE
121737	6/25/2013	3	RCP BLOCK & BRICK INC	GROUNDS SUPPLIES - CFH	\$ 20.25	075	MAINTENANCE
121738	6/25/2013	6	MEACOR SIGNS	SIGNS SUPPLIES - CH	\$ 76.95	075	MAINTENANCE
121739	6/25/2013	6	MEACOR SIGNS	SIGNS SUPPLIES - PD	\$ 31.76	075	MAINTENANCE
121740	6/25/2013	63	MAINTEX INC	CUSTODIAL SUPPLIES - HC SUMMER	\$ 100.81	075	MAINTENANCE
121741	6/25/2013	6	MONTGOMERY HARDWARE CO	LOCK SUPPLIES - STOCK	\$ 855.94	075	MAINTENANCE
121742	6/25/2013	6	SAFE-T-LITE	SIGNS SUPPLIES - STOCK	\$ 85.02	075	MAINTENANCE
121743	6/25/2013	6	CLARK SECURITY PRODUCTS INC	LOCK SUPPLIES - ERC	\$ 882.27	075	MAINTENANCE
121744	6/25/2013	6	TRANE U.S. INC.	HVAC SVC REPAIRS - PD	\$ 443.68	075	MAINTENANCE
121745	6/25/2013	6	TRANE U.S. INC.	HVAC SVC REPAIRS - DO	\$ 332.00	075	MAINTENANCE
121746	6/25/2013	3	TURF MAKER	PEST CONTROL SUPPLIES - STOCK	\$ 326.38	075	MAINTENANCE
121747	6/25/2013	6	US AIR CONDITIONING	HVAC SUPPLIES - CP	\$ 303.02	075	MAINTENANCE
121748	6/25/2013	6	US AIR CONDITIONING	HVAC SUPPLIES - PD	\$ 34.08	075	MAINTENANCE
121749	6/25/2013	6	METAL FAB LOGISTICS INC.	HVAC SUPPLIES - PD	\$ 146.39	075	MAINTENANCE
121750	6/25/2013	6	COMPETITIVE METALS INC	MAINT. SUPPLIES - STOCK	\$ 7.12	075	MAINTENANCE
121751	6/25/2013	6	DUNN EDWARDS CORPORATION	PAINT SUPPLIES - CFH/WAREHOUSE	\$ 228.86	075	MAINTENANCE
121752	6/25/2013	6	W W GRAINGER INC	HVAC SUPPLIES - PD	\$ 574.21	075	MAINTENANCE
121753	6/25/2013	3	HAWTHORNE CAT RENTAL	EQUIPMENT RENTAL - GROUNDS	\$ 619.19	075	MAINTENANCE
121754	6/25/2013	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - PD	\$ 772.30	075	MAINTENANCE
121755	6/25/2013	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - PA	\$ 706.79	075	MAINTENANCE
121756	6/25/2013	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - PA	\$ 49.04	075	MAINTENANCE
121757	6/25/2013	6	JOHNSTONE SUPPLY	ELECTRICAL SUPPLIES - STOCK	\$ 380.36	075	MAINTENANCE
121759	6/25/2013	3	MAINTEX INC	CUSTODIAL SUPPLIES - STOCK	\$ 88.38	075	MAINTENANCE
121760	6/25/2013	3 6	MEACOR SIGNS	SIGNS SUPPLIES - CFH/STOCK	\$ 1,042.74	075	MAINTENANCE
121761	6/25/2013	3	MAINTEX INC	REPAIRS TO CUSTODIAL EQUIPMENT	\$ 397.06	075	MAINTENANCE
121764	6/26/2013	3	LAKESIDE LAND COMPANY	PLAYGROUND SAND - SC	\$ 61.09	075	MAINTENANCE
121768	6/27/2013	3	LAKESIDE EQUIPMENT SALES AND	EQUIPMENT RENTAL - PA	\$ 30.60	075	MAINTENANCE
				TOTAL	\$ 26,164.33		MAINTENANCE
121618	6/4/2013	6	COUNTY MOTOR PARTS CO INC	BUS REPAIRS & MAINTENANCE	\$ 8.19	076	TRANSPORTATION
121619	6/4/2013	6	AUTO ZONE	MAINT. VEHICLE REPAIRS	\$ 97.19	076	TRANSPORTATION
121620	6/4/2013	6	UNITY SCHOOL BUS PARTS	BUS REPAIRS & MAINTENANCE	\$ 107.30	076	TRANSPORTATION
121621	6/4/2013	6	MASON'S SAW & LAWNMOWER	MOWER REPAIRS	\$ 69.05	076	TRANSPORTATION
121622	6/4/2013	6	SAN DIEGO FRICTION PRODUCTS	BUS REPAIRS & MAINTENANCE	\$ 479.30	076	TRANSPORTATION
121623	6/4/2013	6	KIMBALL MIDWEST	SHOP SUPPLIES	\$ 221.62	076	TRANSPORTATION

PURCHASE ORDER LISTING - JUNE 2013
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
121624	6/4/2013	6	CUMMINS CAL PACIFIC LLC	BUS REPAIRS & MAINTENANCE	\$ 116.99	076	TRANSPORTATION
121699	6/19/2013	6	INLAND KENWORTH (US) INC.	BUS REPAIRS & MAINTENANCE	\$ 553.84	076	TRANSPORTATION
121700	6/19/2013	6	CUMMINS CAL PACIFIC LLC	BUS REPAIRS & MAINTENANCE	\$ 568.39	076	TRANSPORTATION
121701	6/19/2013	6	MASON'S SAW & LAWNMOWER	EQUIPMENT REPAIRS	\$ 35.41	076	TRANSPORTATION
121702	6/19/2013	6	UNITY SCHOOL BUS PARTS	BUS REPAIRS & MAINTENANCE	\$ 107.30	076	TRANSPORTATION
121703	6/19/2013	6	SCHOOL BUS PARTS COMPANY	BUS REPAIRS & MAINTENANCE	\$ 14.27	076	TRANSPORTATION
121704	6/19/2013	6	W W GRAINGER INC	SHOP SUPPLIES	\$ 27.36	076	TRANSPORTATION
121708	6/20/2013	6	GOLDENBOY MOBILITY	BUS REPAIRS & MAINTENANCE	\$ 444.14	076	TRANSPORTATION
121709	6/20/2013	6	TIRE CENTERS, LLC	BUS REPAIRS & MAINTENANCE	\$ 404.63	076	TRANSPORTATION
121711	6/20/2013	6	UNITED PARCEL SERVICE	RETURN SHIPPING CHARGES	\$ 10.18	076	TRANSPORTATION
121720	6/24/2013	6	FRAME & AXLE SERVICE OF	BUS REPAIRS & MAINTENANCE	\$ 164.16	076	TRANSPORTATION
121732	6/24/2013	6	AUTO ZONE	M&O VEHICLE REPAIRS	\$ 129.55	076	TRANSPORTATION
				TOTAL	\$ 3,558.87		TRANSPORTATION
121664	6/10/2013	21 39	ESCONDIDO REPROGRAPHICS	LG FORMAT PRINTING - CFH / PD	\$ 674.09	077	FACILITIES MODERNIZATION
				TOTAL	\$ 674.09		FACILITIES MODERNIZATION
					\$ 181,404.78		

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Gift Card for Book Fair Event	\$50.00	Julie Myers	Sycamore Canyon School
TOTAL DONATIONS RECEIVED	\$50.00		

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 donation above is valued at \$50.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.4.
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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.2.5.
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**Consultant / General Service Provider Report
August 6, 2013**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Nancy Frey	Consultant	Professional Development on Common Core State Standards	9/3/13 - 6/25/14	\$23,500 (not to exceed)	Common Core State Standards - ELA	Independent Contractor
Alejandra Garcia	Consultant	Bilingual Evaluations to Determine Special Education Eligibility	7/1/13 - 6/30/14	\$100 per hour/not to exceed \$3,000	Special Education	Employee
Kathryn Estep Hester	General Service Provider	Reptile Assembly	08/28/13	\$250.00	YALE Preschool	Independent Contractor
Darryl Johnson	General Service Provider	Middle School Student Assembly	08/13/13	\$3.50 per child/not to exceed \$210	OST Programs	Independent Contractor
Mary Lautenbach	Consultant	Braille Translation	7/1/13 - 6/30/14	\$20 per hour/not to exceed \$5,000	Special Education	Employee
McAlister Institute	General Service Provider	Substance Screenings	7/1/13 - 6/30/14	\$15 each/not to exceed \$500	Pupil Services	Independent Contractor
Dave Molzen	General Service Provider	Installation of Legacy Pavers at Various Sites	8/1/13 - 6/30/14	\$5 per brick/not to exceed \$500	SSD Foundation	Employee
Debora Rocha Munoz	Consultant	Bilingual Evaluations to Determine Special Education Eligibility	7/1/13 - 6/30/14	\$80 per hour/not to exceed \$2,000	Special Education	Employee
Jennifer Shaw	Consultant	Physical Therapy Assessments and/or Physical Therapy	7/1/13 - 6/30/14	\$80 per hour/not to exceed \$3,000	Special Education	Independent Contractor
Laura Smith	Consultant	Writing Classes	9/3/13 - 6/25/14	\$31.17 per hour/not to exceed \$5,000	Alternative School	Employee

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

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Original Amount and Approval Date	Requested Increase/ Contract Total	Funding	Payment Type (Independent Contractor or Employee)
Angela Van Appelen	Consultant	Braille Translation	2/1/13 - 6/19/13	\$2,300-5/7/13	\$200/not to exceed \$2,500	Special Education	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, 2013 through June 30, 2013.

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 118 transactions totaling \$17,862.06 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.6.
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PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20130604	ABEL,CATHY	CHILD NUTRITION	TECHINSTRUM	151.20	Thermometers
20130606	ABEL,CATHY	CHILD NUTRITION	THEWASSERSTROMCOMPANY	173.40	Food Boxes, Clear
20130607	ABEL,CATHY	CHILD NUTRITION	WAL-MART #1917	71.09	Kitchen Supplies
20130623	ABEL,CATHY	CHILD NUTRITION	SMARTNFINAL46610804664	8.98	Food
20130626	ABEL,CATHY	CHILD NUTRITION	THE HOME DEPOT 673	40.05	Cleaner
				444.72	
20130603	ALBERT,DIANN L	PRIDE ACADEMY	VONS STORE00018978	47.54	Food
20130613	ALBERT,DIANN L	PRIDE ACADEMY	ESTRADA'S MEXICAN FOOD	120.00	Staff Luncheon
				167.54	
20130609	AVILA,EVONNN	BUSINESS SERVICES	SCHOOL SERVICES OF CAL	390.00	School Finance Conference (Christensen & Long)
				390.00	
20130606	BAKER,HOPE	OST PROGRAMS	ORIENTAL TRADING CO	97.49	INSTRUCTIONAL/GAMES/TOYS
20130612	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	14.96	Split - PS/INSTRUCTIONAL (10.9%)
20130612	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	84.11	Split - PS/FUNDRAISER (61.31%)
20130612	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	38.12	Split - YALE/INSTRUCTIONAL (27.79%)
20130617	BAKER,HOPE	OST PROGRAMS	BOARDWALK-REDEMPTION &	102.06	ADMISSIONS/ENTRANCE FEES
				336.74	
20130607	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	FRY'S.COM	87.58	Electrical Supplies - Carlton Oaks
20130613	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	W.A. CHARNSTROM	398.56	Warehouse Supplies - Stock
				486.14	
20130606	BRASHER,PAMELA	OST PROGRAMS	AMAZON.COM	16.19	INSTRUCTIONAL/GAMES/TOYS
20130607	BRASHER,PAMELA	OST PROGRAMS	AMAZON.COM	199.79	INSTRUCTIONAL/GAMES/TOYS
20130611	BRASHER,PAMELA	OST PROGRAMS	VISTAPR*VISTAPRINT.COM	50.33	OTHER/OFFICE/SIGNS
20130624	BRASHER,PAMELA	OST PROGRAMS	OFFICE DEPOT #2304	4.21	OTHER/OFFICE
				270.52	
20130602	BRENNER,DEBBIE	PEPPER DRIVE	TOLLS WEST - PARKIN	15.00	Donations - Disneyland Parking
20130605	BRENNER,DEBBIE	PEPPER DRIVE	BARNES & NOBLE #2135	205.24	Donations - Gifts and Books
20130609	BRENNER,DEBBIE	PEPPER DRIVE	BARNES & NOBLE #2135	(190.14)	Donations - Returned Items
20130612	BRENNER,DEBBIE	PEPPER DRIVE	OFFICE DEPOT #2099	14.30	Donations - 8th Grade Items
20130616	BRENNER,DEBBIE	PEPPER DRIVE	VONS STORE00023671	5.62	Donations - 8th Grade
				50.02	
20130616	BROGAN-BARANSKI,K	CARLTON OAKS	SOCIAL STUDIES SCH SRV	113.41	C.O. Fundraiser Donation
20130616	BROGAN-BARANSKI,K	CARLTON OAKS	WATERROWER INC	150.00	C.O. Fundraiser Donation
				263.41	
20130613	GRIFFIN,DEBRA	TRANSPORTATION	THE HOME DEPOT 673	12.48	WINDOW CLEANER FOR YEAR END CLEANING - ALL BUSES
				12.48	
20130607	HICKS,TYLENE	CARLTON HILLS	WAL-MART #3524	35.97	Frames for Promotion Certificates
20130607	HICKS,TYLENE	CARLTON HILLS	WAL-MART #2253	12.96	Frames for Promotion Certificates
20130611	HICKS,TYLENE	CARLTON HILLS	GUITAR CENTER #112	71.76	Speaker Cable for Portable Sound System
20130618	HICKS,TYLENE	CARLTON HILLS	WAL-MART #1917	19.15	Frames for Promotion Certificates
				139.84	
20130610	HOOKS,TED A	CAJON PARK	OFFICE DEPOT #5125	102.00	Awards Supplies (Donations Account)
20130617	HOOKS,TED A	CAJON PARK	12SOMBREROMAINSTREET	369.54	Staff Luncheon (Donations Account)
				471.54	
20130613	JOHNSTON,ANDREW	CHEF F. HARRITT	AMAZON.COM	57.43	Educational Notebooks
				57.43	
20130613	JOINER,KRISTIE L	PEPPER DRIVE	TOBY'S CANDLE & SOAP S	194.40	Field Trips - Candles
20130613	JOINER,KRISTIE L	PEPPER DRIVE	OFFICE DEPOT #0963	28.34	Donations - Award Covers
20130620	JOINER,KRISTIE L	PEPPER DRIVE	WAL-MART #1917	99.36	Attendance Incentives
20130620	JOINER,KRISTIE L	PEPPER DRIVE	GAMESTOP #2371	30.00	Attendance Incentives
20130621	JOINER,KRISTIE L	PEPPER DRIVE	BARNES & NOBLE #2135	30.00	
20130621	JOINER,KRISTIE L	PEPPER DRIVE	JAMBA JUICE #517	30.00	
20130621	JOINER,KRISTIE L	PEPPER DRIVE	VONS STORE00021303	60.00	
				472.10	
20130605	LINDSAY,JERELYN	SYCAMORE CANYON	MICHAELS #3256	43.15	Basket and Items for Volunteer Reception
20130605	LINDSAY,JERELYN	SYCAMORE CANYON	DOLRTREE 3194 00031948	6.48	Vases for Volunteer Reception
20130606	LINDSAY,JERELYN	SYCAMORE CANYON	ALBERTSONS #6710	12.09	Food for Volunteer Reception and Sunscreen for Jr. Olympics
20130606	LINDSAY,JERELYN	SYCAMORE CANYON	PARTY CITY #441	69.77	Paper Goods and Décor for Volunteer Reception
20130609	LINDSAY,JERELYN	SYCAMORE CANYON	THE HOME DEPOT 673	44.29	Locks for White Boards on Teaching Wall
20130609	LINDSAY,JERELYN	SYCAMORE CANYON	VONS STORE00020644	19.55	Flowers for Volunteer Reception
20130611	LINDSAY,JERELYN	SYCAMORE CANYON	AMAZON.COM	(136.84)	Return
20130612	LINDSAY,JERELYN	SYCAMORE CANYON	SEAWORLD/BUSCH GARDENS	62.00	Perfect Monthly Attendance Drawing.
				120.49	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20130614	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	FRY'S ELECTRONICS #15	132.78	Disk Duplication Supplies
20130624	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT 673	23.49	
				156.27	
20130617	MARTIN, SUZANNE	CAJON PARK	OFFICE DEPOT #2210	28.71	Programs to Display Perfect Attendance Awards for 8th Graders- Attendance Budget
				28.71	
20130613	MCCOLL, LISA	HILL CREEK	SOUPLANTATION 3 Q02	304.50	
20130616	MCCOLL, LISA	HILL CREEK	CPM EDUCATIONAL PROGRA	285.00	
20130619	MCCOLL, LISA	HILL CREEK	DOMINO'S 7708	67.75	
20130626	MCCOLL, LISA	HILL CREEK	SOUTHWEST SCHOOL & OFF	79.90	
				737.15	
20130604	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	SMARTNFINAL39810803989	40.55	ProfDev - CCSS 6/4 & 6/13/13 - Food
20130605	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	ALBERTSONS #6727	2.70	ERC Admin/Academic Achievement
20130605	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	EL CAJON NAMEPLATE	56.16	ERC Admin/Academic Achievement Awards
20130606	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	OFFICE DEPOT #908	15.32	Split - ERC Admin/Supplies (26.24%)
20130606	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	OFFICE DEPOT #908	43.06	Split - District Library/Supplies (73.76%)
20130613	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	FOOD4LESS #0349	10.93	ProfDev - CCSS 6/13/13 - Food
20130616	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	MICHAELS #3256	45.86	ERC Admin/Frames -Certificates for Teachers
20130617	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	OFFICE DEPOT #908	4.73	ERC Admin - Certificates for Teachers
				219.31	
20130603	MICHEL, HOPE	SPECIAL EDUCATION	VONS STORE00020792	22.93	Snacks for Interviewers for Program Specialist Position
				22.93	
20130609	NUNNELLEY, LAURA G	OST PROGRAMS	GTM DISCOUNT GENERAL S	163.11	OTHER/INSTRUCTIONAL/GAMES/TOYS
20130609	NUNNELLEY, LAURA G	OST PROGRAMS	GTM DISCOUNT GENERAL S	346.24	OTHER/INSTRUCTIONAL/TOYS/GAMES
20130612	NUNNELLEY, LAURA G	OST PROGRAMS	TARGET 00014852	116.04	OTHER/INSTRUCTIONAL/GAMES/TOYS
20130614	NUNNELLEY, LAURA G	OST PROGRAMS	WAL-MART #1917	301.23	INSTRUCTIONAL/FUNDRAISER/TOYS/GAMES
20130616	NUNNELLEY, LAURA G	OST PROGRAMS	HTB #0720 SANTEE CA	71.16	FOOD FUNDRAISER
				997.78	
20130618	ORTEGA, KAREN	HUMAN RESOURCES	ACSA	195.00	Second Ed-Cal Posting for Dir. Mathematics & Science
				195.00	
20130606	PIERCE, CATHY A	SUPERINTENDENT'S OFFICE	MIMIS CAFE 86	29.04	Business Lunch
20130612	PIERCE, CATHY A	SUPERINTENDENT'S OFFICE	MIMIS CAFE 86	32.37	Business Lunch
20130612	PIERCE, CATHY A	SUPERINTENDENT'S OFFICE	OGGI'S PIZZA & BREWING	22.36	Business Lunch
20130630	PIERCE, CATHY A	SUPERINTENDENT'S OFFICE	CHIL'S SANTEE	22.97	Business Lunch
				106.74	
20130602	PROUTY, DANIEL J	CHET F. HARRITT	AMAZON MKTPLACE PMTS	155.00	10 Grab and Go Disaster Backpacks
20130602	PROUTY, DANIEL J	CHET F. HARRITT	AMAZON MKTPLACE PMTS	155.00	10 Grab and Go Disaster Backpacks
20130603	PROUTY, DANIEL J	CHET F. HARRITT	AMAZON MKTPLACE PMTS	31.00	2 Grab and Go Disaster Backpacks
20130604	PROUTY, DANIEL J	CHET F. HARRITT	AMAZON.COM	247.62	22 Hand Crank Emergency Flashlights for Disaster Bags.
20130619	PROUTY, DANIEL J	CHET F. HARRITT	TARGET 00002964	250.00	
				838.62	
20130603	REES, TAMMY	HILL CREEK	GROUP TICKETING - D	3,000.00	8th Grade Disneyland Promotion Activity
20130605	REES, TAMMY	HILL CREEK	GROUP TICKETING - D	3,500.00	8th Grade Disneyland Promotion Activity
				6,500.00	
20130604	RIFFEL, MEREDITH	PUPIL SERVICES	OFFICE DEPOT #908	35.70	USB Drive for Bob Kull
20130605	RIFFEL, MEREDITH	PUPIL SERVICES	OFFICE DEPOT #908	(18.36)	Return USB Drive for Less Expensive One
20130606	RIFFEL, MEREDITH	PUPIL SERVICES	ORIENTAL TRADING CO	118.68	Postage to Send CHKS Surveys
20130606	RIFFEL, MEREDITH	PUPIL SERVICES	PESI CMI	189.99	Supplies for SSP
20130619	RIFFEL, MEREDITH	PUPIL SERVICES	FEDEX 078088492399	4.31	Postage to Return CHKS Surveys
20130619	RIFFEL, MEREDITH	PUPIL SERVICES	FEDEX 795790405628	11.62	
20130627	RIFFEL, MEREDITH	PUPIL SERVICES	APL*APPLE ITUNES STORE	9.99	
				351.93	
20130606	ROSA, JIM	RIO SECO	PENSRUS	474.80	Attendance Incentives
20130614	ROSA, JIM	RIO SECO	AMAZON MKTPLACE PMTS	56.28	Instructional Materials for Marino and Galarneau from Stuff the Turkey Fund.
20130621	ROSA, JIM	RIO SECO	SCHOLASTIC BOOK CLUB	203.81	Instructional Supplies from the Stuff the Turkey Funds.
				734.89	
20130609	SHEEN, KRISTINA D	OST PROGRAMS	PENGUIN YOGURT FACTORY	51.17	FOOD FUNDRAISER
20130614	SHEEN, KRISTINA D	OST PROGRAMS	WAL-MART #1917	301.35	INSTRUCTIONAL/FUNDRAISER/TOYS GAMES
20130614	SHEEN, KRISTINA D	OST PROGRAMS	WAL-MART #1917	266.04	Split - INSTRUCTIONAL/FUNDRAISER (90.79%)
20130614	SHEEN, KRISTINA D	OST PROGRAMS	WAL-MART #1917	27.00	Split - INSTRUCTIONAL SUPPLIES (9.21%)
20130614	SHEEN, KRISTINA D	OST PROGRAMS	DOLRTREE 3194 00031948	109.28	Split - INSTRUCTIONAL/FUNDRAISER (87.23%)
20130614	SHEEN, KRISTINA D	OST PROGRAMS	DOLRTREE 3194 00031948	16.00	Split - INSTRUCTIONAL SUPPLIES (12.77%)
20130614	SHEEN, KRISTINA D	OST PROGRAMS	VONS STORE00018978	38.64	Split - PS FOOD FUNDRAISER (41.09%)
20130614	SHEEN, KRISTINA D	OST PROGRAMS	VONS STORE00018978	55.40	Split - YALE FOOD FUNDRAISER (58.91%)
				864.88	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20130616	SIMPSON,DEBRA	RIO SECO	CPM EDUCATIONAL PROGRA	712.51	Instructional Materials
				712.51	
20130610	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	WAL-MART #1917	24.74	Volunteer Appreciation
20130612	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	MIMIS CAFE 86	450.30	Volunteer Appreciation Breakfast
20130613	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	VONS STORE00020644	26.15	Volunteer Appreciation
20130616	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	AQUATICA SAN DIEGO PAR	15.00	8th Grade F.T. Parking Fee
20130618	SOUTHCOTT,STEPHANIE	PRIDE ACADEMY	EVERNOTE.COM	10.00	Hammack Subscription
				526.19	
20130605	SPENCER,LAURA K	EDUCATIONAL SERVICES	AMAZON MKTPLACE PMTS	16.94	Inst Tech - Sample New Technology
20130609	SPENCER,LAURA K	EDUCATIONAL SERVICES	DEMCO INC	449.63	Supplies - Library Label Protectors
				466.57	
20130602	VAIL,LINDA	SUPERINTENDENT'S OFFICE	RUBIOS #249 (SANTEE)	14.56	Business Lunch
20130604	VAIL,LINDA	SUPERINTENDENT'S OFFICE	MICHAELS #3256	5.58	PLT Meeting Supplies
20130604	VAIL,LINDA	SUPERINTENDENT'S OFFICE	DOLRTREE 3194 00031948	3.16	PLT Meeting Supplies
20130605	VAIL,LINDA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	22.49	
20130609	VAIL,LINDA	SUPERINTENDENT'S OFFICE	AMERICAN ASSOC OF SCHO	199.00	Conference Registration
20130611	VAIL,LINDA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	14.29	
20130613	VAIL,LINDA	SUPERINTENDENT'S OFFICE	AMSTERDAM PRNT & LITHO	197.02	Office Supplies
20130616	VAIL,LINDA	SUPERINTENDENT'S OFFICE	CHICK-FIL-A #02013	175.00	Safety Patrol Reward Picnic Lunches
20130620	VAIL,LINDA	SUPERINTENDENT'S OFFICE	AWARDS BY NAVAJO	88.51	Employee Recognitions
				719.61	
				17,862.06	

Consent Item D.2.7.
Prepared by Karl Christensen
August 6, 2013

Approval of Agreement with Victory Baptist Church for
Long-Term Use of Facilities at Chet F. Harritt School

BACKGROUND:

Victory Baptist Church has expressed an interest in using school facilities for expansion of its church into Santee. Administration has explored various options and in consultation with the Principal, determined that Chet F. Harritt School has available space for use by the church. The church currently desires to have use of the multi-purpose room and one (1) classroom on Sunday mornings to conduct their services. They plan to start September 8, 2013 and have already paid the \$25 application fee.

The Board of Education has determined that churches fall into the category of Direct Use for purposes of establishing fees for Use of Facilities. The attached agreement for long-term use of facilities incorporates those rates with a term from September 8, 2013 through June 30, 2014. In contrast to the last long-term use agreement with a church that incorporated monthly payments after use, the Agreement with Victory Baptist stipulates that fees for each month will be due and payable at the end of the preceding month (in advance) as requested by the Board.

RECOMMENDATION:

It is recommended that the Board of Education approve the Agreement with Victory Baptist Church for long-term use of facilities on Sunday mornings at Chet F. Harritt School for the period from September 8, 2013 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 estimated gross revenue is \$9,470. The net revenue is estimated at \$3,000.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.7.
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AGREEMENT FOR EXTENDED USE OF FACILITIES

This AGREEMENT is executed and entered into this 7th day of August, 2013, by and between the Santee School District (“DISTRICT”) and Victory Baptist Church (“TENANT”), collectively referred to as the “PARTIES.”

RECITALS

WHEREAS, TENANT is a new church starting in the city of Santee and seeking a facility to host its services; and,

WHEREAS, TENANT has expressed a desire to use a DISTRICT School on a temporary basis for one year or less to conduct its services and events until a permanent facility can be found; and,

WHEREAS, TENANT has expressed need for a Multi-Purpose Room and up to two (2) classrooms with a minimum essential number of classrooms of one (1); and,

WHEREAS, TENANT expects up to 150 attendees in one (1) or two (2) services to be scheduled on Sundays for the smooth transition of people and vehicles; and,

WHEREAS, DISTRICT has identified Chet F Harritt School (“Site”) as available and most conducive to fitting the needs of TENANT and constraints of DISTRICT; and,

WHEREAS, DISTRICT can make the Multi-Purpose Room, two (2) classrooms, and sufficient bathrooms (“District Facilities”) at the Site available for TENANT’s use on Sundays; and,

WHEREAS, the DISTRICT’s Governing Board has determined that churches qualify for use of facilities at the “Direct Costs” level of fee assessment in accordance with Board Policy 1330; and

WHEREAS, the PARTIES wish to ensure that each organization’s roles and responsibilities in reference to use of District Facilities are clearly defined;

The PARTIES hereby agree as follows:

TERMS

1. DISTRICT shall make District Facilities available for TENANT to use each Sunday beginning September 8, 2013 and ending June 30, 2014, unless the PARTIES agree in writing to extend this AGREEMENT.

TENANT shall have use of District Facilities from 8:00 a.m. to 11:00 a.m. on Sundays. Any use beyond this time shall require prior written notice to, and approval of, DISTRICT.

2. TENANT shall pay for the Direct Costs reasonably assumed to be incurred by DISTRICT for the use of District Facilities using the following methodology:
 - a. Hourly rates, with a two (2) hour minimum per day, expected to be as follows (“Use of Facilities Rates”):

- i. Multi-Purpose Room at \$27.00 per hour
 - ii. Classrooms at \$5.00 per hour per classroom
 - iii. Custodial Service Costs at \$35.50 per hour
 - iv. Grass Field at \$10.00 per hour
 - b. Applied to expected usage by TENANT of District Facilities as follows (“TENANT Usage”):
 - i. Multi-Purpose Room: From 8:00 am to 11:00 am = 3.0 hours
 - ii. One (1) Classroom: From 8:00am to 11:00am = 3.0 hours
 - iii. Custodial Service Costs: From 8:00am to 11:30am inclusive of required break periods = 3.5 hours
 - c. Use of Facilities Rates multiplied by TENANT Usage is estimated to be \$220.25 per week.
 - d. DISTRICT shall invoice TENANT at least ten (10) calendar days prior to the end of each calendar month for TENANT Usage expected for the following calendar month. In the event that actual usage on particular Sundays exceeds that billed, DISTRICT may bill for actual usage for those weeks as an adjustment to the following month’s invoice.
 - e. TENANT may alter TENANT Usage, either temporarily or permanently, by notifying DISTRICT, in writing, at least 72 hours in advance of the change. Any requested increase to TENANT Usage shall require written approval of DISTRICT.
 - f. TENANT shall pay invoice within 10 calendar days of receipt.
 - i. In the event that TENANT is late with a payment, DISTRICT may change payment arrangements to require TENANT to pay past due amounts in full and for each upcoming week of facility use in advance before allowing use for the upcoming week (“Weekly Pay in Advance”).
 - ii. In the event that amounts due by TENANT remain outstanding after the DISTRICT changes to the Weekly Pay in Advance system, DISTRICT may terminate this AGREEMENT and TENANT’s use of District Facilities with no further advance notice.
3. TENANT understands that Use of Facilities Rates are subject to change. DISTRICT shall notify TENANT, in writing, of changes to Use of Facilities Rates at least thirty (30) calendar days before application to TENANT’s use of District Facilities.
 4. TENANT shall provide DISTRICT with at least 72 hours advance notice if District Facilities will not be used on an upcoming Sunday to allow time for cancellation of the assigned custodian. In the event that TENANT fails to provide 72 hours advance notice, TENANT shall pay Custodial Service Costs for the expected usage for that week.
 5. TENANT shall provide DISTRICT with a copy of a valid liability insurance policy naming DISTRICT as additional insured with minimum coverage of \$1,000,000 per incident and \$2,000,000 in the aggregate prior to first use.
 6. TENANT shall not borrow, consume, or use any DISTRICT materials, furniture, equipment, or supplies except for chairs in the multi-purpose room; and tables, desks, or chairs within classrooms. All chair setups in multipurpose room shall be done by TENANT and returned to chair storage in multipurpose room. All desks and chairs must

be kept in place in classrooms.

7. TENANT shall take reasonable steps to leave District Facilities in the same or better condition each week as they were in when TENANT arrived. This includes the position of all furniture and other items in classrooms and the Multi-Purpose Room as well as the general cleanliness of bathrooms and the grounds of the Site.
8. TENANT shall be responsible for payment to DISTRICT to replace or repair any damage/loss to furniture, equipment, facilities, or personal items of staff members in classrooms caused by TENANT.
9. TENANT shall notify DISTRICT immediately of any damage/loss to DISTRICT equipment, furniture, or facilities.
10. TENANT shall ensure that food and drinks are kept and consumed outside and not brought into or consumed in District Facilities. TENANT shall ensure that all outside areas are cleaned up after any food and drink service/consumption and all trash is put in proper trash receptacles.
11. TENANT agrees to be aware of and comply with all sound noise ordinances and fire, safety, and access codes and regulations regarding maximum occupancies and paths of travel. TENANT understands that the maximum occupancy of the Multi-Purpose Room is 514.
 - a. TENANT shall not use any candles at any time.
12. TENANT shall not put any signage on the school marquee and comply with City sign ordinances and DISTRICT sign policies. TENANT shall remove all equipment, signage, and materials distributed/installed by TENANT from the Site each week.
13. TENANT shall not distribute or cause to be distributed any materials advertising or announcing church services or events at the Site before, during, or after school.
14. TENANT shall not conduct any special events other than the church services outlined above without prior written approval of DISTRICT.
15. TENANT shall not erect or use any recreational devices or equipment; including but not limited to, inflatable structures, trampolines, climbing walls, or rides, on the Site without prior written approval of DISTRICT.
16. TENANT shall take reasonable steps to ensure that attendees park vehicles only in designated paved parking stalls or allowed street parking areas. TENANT shall arrange for adequate traffic control at parking lots. TENANT understands that parking and vehicles are not allowed on the school campus or play areas.
17. TENANT understands that school business takes priority over use of facilities by outside entities. DISTRICT reserves the right to cancel use of District Facilities by TENANT for a week or weeks if a school event is scheduled for Sunday or an emergency situation arises. DISTRICT shall make every attempt to provide at least 72 hours advance notice to

TENANT if possible and practical.

18. TENANT understands that classrooms provided by DISTRICT may not be configured or suitable for certain age groups and will take reasonable steps to ensure the safety of children in those classrooms at all times through adequate adult supervision and temporary safeguards.
19. TENANT shall comply with all other policies and guidelines contained within DISTRICT Administrative Regulation 1330 not specifically delineated in this Agreement, a copy of which has been provided to TENANT.
20. TENANT understands that the City of Santee ("CITY") may require a Conditional Use Permit for TENANT to conduct church services in the CITY. TENANT shall work cooperatively with the CITY to obtain any and all required permits to the full satisfaction of the CITY.
21. Except as specified in other Terms above, DISTRICT or TENANT may terminate this Agreement for convenience with fifteen (15) days advance written notice to the other party.
22. All written notices required or specified by this AGREEMENT may be provided via e-mail to the signatories for the PARTIES, receipt of which shall be evidenced by reply e-mail.

In witness thereof, the PARTIES have caused this AGREEMENT to be executed and to be effective and operative upon the fixing of the last signature hereto.

Signatures of the PARTIES:

DISTRICT:

TENANT:

Karl Christensen
Assistant Superintendent Business Services

Jason Brown
Lead Pastor, Victory Baptist Church

Date

Date

Consent Item D.2.8.
Prepared by Karl Christensen
August 6, 2013

Approval of Renewal of Agreement with
InterSchola for Surplus Sales

BACKGROUND:

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

RECOMMENDATION:

It is recommended that the Board of Education renew the agreement for surplus asset management disposition services with InterSchola for 2013-14.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

There is no additional cost to the District since surplus sales are funded from a percentage of the proceeds pursuant to the agreement. Some cost savings should be realized.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.8.
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Consent Item D.3.1.

Approval of Nonpublic Agency Master Contract with Advantage On-Call d/b/a PHS Therapy for Speech Therapy

Prepared by Dr. Stephanie Pierce
August 6, 2013

BACKGROUND:

As part of a student's Individual Education Program (IEP), speech therapy is necessary for some students with disabilities to demonstrate educational progress. Currently, there are Santee School District postings for Language, Speech and Hearing Specialists; however, in the interim we must provide speech therapy. Until permanent employees are hired, Advantage On-Call d/b/a PHS Therapy is able to provide the services needed. We contracted with this agency for speech therapy services in the 2012-13 school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Advantage On-Call d/b/a PHS Therapy for a 1.0 FTE speech therapist for the term of August 28, 2013 through June 30, 2014. The Nonpublic Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

FTE	Hourly Rate	Hours Per Day	Days Per Year	Total
1.0	\$70.00	6.5	185	\$84,175.00

STUDENT ACHIEVEMENT:

Speech therapy is necessary for some students with disabilities to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Consent Item D.3.2.

Approval of Nonpublic Agency Master Contract
with My Therapy Company for Speech Therapy

Prepared by Dr. Stephanie Pierce
August 6, 2013

BACKGROUND:

As part of a student's Individual Education Program (IEP), speech therapy is necessary for some students with disabilities to demonstrate educational progress. Currently, there are Santee School District postings for Language, Speech and Hearing Specialists; however, in the interim we must provide speech therapy. Until permanent employees are hired, My Therapy Company is able to provide the services needed.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with My Therapy for a 1.0 FTE speech therapist for the term of August 28, 2013 through June 30, 2014. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

FTE	Hourly Rate	Hours Per Day	Days Per Year	Total
1.0	\$70.00	6.5	185	\$84,175.00

STUDENT ACHIEVEMENT:

Speech therapy is necessary for some students with disabilities to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.2.

Consent Item D.3.3.

Approval of Nonpublic Agency Master Contract with Dependable Nursing, LLC for Nursing Services

Prepared by Dr. Stephanie Pierce
August 6, 2013

BACKGROUND:

School districts are required to have credentialed school nurses to promote and maintain optimal student health. A credentialed school nurse participates in the following activities: promotes and assists in the control of communicable diseases; develops Care Plans/Orders with student's physician and parents; educates and trains school staff (e.g., teachers, instructional assistants, health clerks, administrators) regarding student health matters and procedures; serves as a health professional liaison between home, school and community; and conducts vision and hearing screenings for special education evaluations. We contracted with this agency for nursing services in the 2012-13 school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Dependable Nursing, LLC for nursing services for the term of July 1, 2013 through June 30, 2014. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated cost for a credentialed school nurse through Dependable Nursing, LLC for the 2013-14 school year is \$89,212.50. Hourly rate is \$65.00, 7.5 hours per day, for 183 days.

STUDENT ACHIEVEMENT:

Nursing services are necessary for students in order to promote and maintain optimal student health. Healthy students are better able to engage in the learning process and demonstrate educational growth.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.3.

Consent Item D.3.4.

Approval of Nonpublic Agency Master Contract
with Bridges Educational Corporation for
Behavioral Support

Prepared by Dr. Stephanie Pierce
August 6, 2013

BACKGROUND:

At times, students with disabilities require behavioral support to demonstrate educational progress at school. Bridges Educational Corporation provides behavioral support to students with developmental disabilities, autism, other pervasive developmental disorders, and behavior challenges based on the principles of Applied Behavior Analysis (ABA). We contracted with this agency for behavioral support services in the 2012-13 school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Bridges Educational Corporation for behavioral support for the term of July 1, 2013 through June 30, 2014. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated cost for behavioral support through Bridges Educational Services for the 2013-14 school year should not exceed \$35,000. Hourly rate is \$70 per hour.

STUDENT ACHIEVEMENT:

Some students require behavioral support to increase student learning and appropriate interpersonal relationships.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.4.

Consent Item D.3.5.

Approval of Nonpublic Agency Master Contracts with Vista Hill for Educationally Related Mental Health Services (ERMHS)

Prepared by Dr. Stephanie Pierce
August 6, 2013

BACKGROUND:

In an effort to reduce costs associated with day treatment placements for students with mental health needs, and educate these students in Programs for Students with Emotional Disturbance (ED) located in the Santee School District, Vista Hill is able to provide mental health support through assessments, a licensed therapist, and a rehabilitation specialist for the 2013-14 school year. The licensed therapist will provide group and individual therapy to students as prescribed by their IEPs in the three ED programs (primary and intermediate ED programs at Hill Creek School; junior high ED program at Pepper Drive School). The rehabilitation specialist will support the primary ED program located at Hill Creek School by assisting in implementing behavior support plans and classroom level system. Mental health assessments are required to determine what level of mental health support each student requires to demonstrate educational progress. We contracted with this agency for ERMHS services in the 2012-13 school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contracts with Vista Hill for ERMHS. Master Contracts are for a .40 FTE licensed therapist, .905 FTE rehabilitation specialist, and ten mental health assessments. These contracts will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The terms of the Master Contracts are as follows:

Nonpublic Agency	ERMHS	Term of Service	Annual Cost	Total Cost
Vista Hill d/b/a GPS Services	10 Mental Health Assessments	7/1/13-6/30/14	\$1,545 per assessment	\$15,450
Vista Hill d/b/a Learning Assistance Center	.40 FTE* Licensed Therapist	7/1/13-6/30-14; 88 days including therapy during the summer; 8 hours per day	\$94,000	\$37,600
Vista Hill d/b/a Learning Assistance Center	.905 FTE* Rehabilitation Specialist	9/3/13-6/25/14 199 days including support during the summer; 6 hours per day	\$68,750	\$62,218.75
			GRAND TOTAL	\$115,268.75

*Vista Hill endorses a 220 day work calendar.

Based on East County SELPA funding priorities for students with mental health needs, the estimated ERMHS costs are anticipated to be covered in full through Prop 98 and Federal IDEA mental health funding sources.

STUDENT ACHIEVEMENT:

Some students require mental health support to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.5.

Consent Item D.4.2.
Prepared by Tim Larson
August 6, 2013

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

BACKGROUND:

The District participates in the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) program to support mental health services for Medi-Cal eligible students. San Diego Youth Services, Inc. (SDYS) is a community organization certified to provide EPSDT-funded mental health services. Staff from SDYS serves Cajon Park, Carlton Hills, Carlton Oaks, Chet F. Harritt, and the Santee Success Program. In 2012-2013 they served 38 students from these sites.

RECOMMENDATION:

Administration recommends that the Board of Education approve the three (3) year Memorandum of Understanding with San Diego Youth Services, Inc. for the EPSDT program for July 1, 2013 through June 30, 2016.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

MEMORANDUM OF UNDERSTANDING

Between

San Diego Youth Services, Inc.

And

Santee School District

This Memorandum of Understanding ("MOU") is entered into and executed as of **July 1, 2013**, by and between **San Diego Youth Services, Inc.** ("Provider"); and, **Santee School District**, with respect to the following matters:

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

This agreement shall be effective from **July 1, 2013** through **June 30, 2016**.

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

PROVIDER: San Diego Youth Services

Name: Walter Philips Date _____

Signature: _____

Title: Executive Director

Santee School District: _____

Name: _____ Date _____

Signature: _____

Title: _____

Consent Item D.4.3.
Prepared by Tim Larson
August 6, 2013

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

BACKGROUND:

State law requires that school districts conduct vision, colorblindness, hearing, and scoliosis screenings of all students at specified grade levels. In past years, the District has contracted with Rady Children's Hospital, San Diego to perform this screening service. The District receives excellent service from the Hospital and the current agreement ends on June 30, 2013.

Rady Children's Hospital staff performed 4857 mandated vision and hearing screenings in 2012-2013. They also provided an additional 81.84 hours for vision and hearing rescreening. District nursing staff would be unable to conduct this volume of mandated student health screenings in addition to their current District duties.

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

RECOMMENDATION:

Administration recommends that the Board of Education approve the Agreement with Rady Children's Hospital for conducting mandated, student health screenings for the 2013-14 school year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Cost per student per screening, as indicated in the attached agreement, is charged to the General Fund. The maximum annual cost will depend on the actual number of students screened. In 2012-2013, the service cost was \$18,474. It is anticipated that the cost for 2013-2014 will be \$20,606.

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.



June 27, 2013

Santee School District
Dr. Stephanie Pierce, Asst. Superintendent, Educational Services
9625 Cuyamaca Street
Santee, CA 92071

Dear Dr. Pierce,

As the 2012-2013 school year ends I would like to thank you for contracting with Rady Children's Hospital - San Diego to provide the mandated screenings for your district. Your support of the Screening Program is greatly appreciated.

The attached rate sheet provides the 2013-2014 rates, including the per-screening cost and the hourly rate.

If you have questions or would like to meet with me to discuss these changes or any other screening issues, please call me. I can be reached at 858-966-7542. My email address is dchase@rchsd.org.

If the rates and terms are acceptable to you, please sign and return this letter to me. Confirmation of our engagement is appreciated so I may plan for staffing.

Again thank you for allowing Rady Children's Hospital - San Diego to assist your district in providing mandated screening services.

Sincerely,

Diana Chase, FNP
Supervisor, Government Affairs and School Health

Agreed and Accepted:

By: _____

Date: _____

Title: _____

Santee School District
2013-2014 School Screening Services Rates

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$2.65
Initial screening of vision:	\$2.65
Initial screening of color perception:	\$2.65
Initial screening of difficult to test students/per screening:	\$5.90
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$64.50
Scoliosis initial and rescreens/Hourly rate-per screener:	\$64.50
Initial screening or retest of hearing or vision for Special Education students/Hourly rate-per screener:	\$64.50
School Nurse Hourly Rate (special education, etc.):	\$64.50

**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.

**Santee School District
Projected Cost for Screenings
2013-2014**

Screening Provided	2012-2013 # Screened	2012-2013 Rates	2012-2013 Actual Cost	2013-2014 Estimate #s	2013-2014 Rates	2013-2014 Projected Cost
Vision	2,129	\$ 2.55	\$ 5,428.95	2,159	\$ 2.65	\$ 5,721.35
Hearing	2,728	\$ 2.55	\$ 6,956.40	3,028	\$ 2.65	\$ 8,024.20
Color	366	\$ 2.55	\$ 933.30	376	\$ 2.65	\$ 996.40
Difficult to test screening	7	\$ 5.75	\$ 40.25	10	\$ 5.90	\$ 59.00
Rescreens-nursing hours	81.84	\$ 62.50	\$ 5,115.00	90.00	\$ 64.50	\$ 5,805.00
			\$ 18,473.90			\$ 20,605.95

Projected Cost for 2012-2013	\$ 20,292.80
-------------------------------------	---------------------

Consent Item D.4.4.
Prepared by Tim Larson
August 6, 2013

Acceptance of Department of Defense Education Activity
(DODEA) Military Connected Local Educational Agencies
for Academic and Support Programs (MCASP) Grant

BACKGROUND:

Santee School District has been accepted as a grantee for the Department of Defense Education Activity (DODEA) Military Connected Local Educational Agencies for Academic and Support Program (MCASP) for family and community engagement. This grant provides \$135,000 per year for three (3) years to support military-connected families and ease the challenges for military students at Chet F. Harritt and PRIDE Academy. The project known as the Santee Empowerment Project (SEP) will fund a half-time school social worker and a half-time school counselor for the two sites.

The goals and strategies of SEP are to:

- Increase student connection to school.
 - Provide training on military culture to all staff
 - Second Step Curriculum K-8th grades
 - Counseling support services for indicated students
- Increase parent connection to school.
 - Staff training on increasing understanding with parents
 - Welcome programs for new students
 - Increase parent participation and resources

The expected outcomes of this project are a decrease in discipline referrals, increase in parents' participation in school programs, and an increase in feeling of connectedness to school for students and parents.

The program will be administered by the District military liaison and school principals. West Ed will serve as the external evaluator.

RECOMMENDATION:

Administration recommends that the Board of Education accept the (DODEA) (MCASP) grant for Chet F. Harritt and PRIDE Academy.

This recommendation supports the following district goals:

- Provide social, emotional, and health service programs, integrated with community resources, to foster student character and personal well-being.
- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

FISCAL IMPACT:

This grant provides \$405,000 for implementing the program for three (3) years. The grant does not allow any funding to be spent on indirect or administrative costs.

STUDENT ACHIEVEMENT:

By linking support and services to parents, schools will be able to more effectively provide education and support for all students.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

Consent Item D.4.5. Approval of Interagency Agreement with San Diego Unified
Prepared by Tim Larson School District to Provide Access to the STEPS Program
August 6, 2013

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.

RECOMMENDATION:

Administration recommends the Board of Education approve this Interagency Agreement with San Diego Unified School District.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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.

INTERAGENCY AGREEMENT
BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT (San Diego Unified)
AND

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
COUNTY OF SAN DIEGO, PROBATION DEPARTMENT
MENTAL HEALTH SYSTEMS
PUBLIC SCHOOL DISTRICTS IN SAN DIEGO COUNTY

PURPOSE OF THE INTERAGENCY AGREEMENT

The STEPS Program is funded by the County of San Diego (“County”) Behavioral Health services and serves youth with sexualized behaviors. The STEPS Program serves youth who are full scope Medi-Cal eligible with no share of cost. On occasion, youth who are not Medi-Cal eligible are referred to the STEPS program.

In addition to the insurance and contractual costs incurred for mental health services at STEPS, there are also significant costs incurred by San Diego Unified School District (“San Diego Unified”) to operate the educational component of the STEPS program. The ability of County agencies to serve students with sexualized behaviors is hampered by unclear lines of financial responsibility for these educational services.

The purpose of this Interagency Agreement is to clarify the roles and responsibilities of the agreement stakeholders, collectively referred to hereafter as "stakeholders", and to establish funding procedures for serving the educational needs of students placed at STEPS, operated by Mental Health Systems. The Interagency Agreement is a living document that will continue to develop as the County systems serving students with sexualized behaviors expand and change.

AGREEMENT STAKEHOLDERS

This Agreement is entered into by the following stakeholders:

San Diego County Local Education Agencies (LEAs):

Alpine Union School District	Fallbrook Union Elementary School District
Bonsall Union School District	Fallbrook Union High School District
Borrego Springs Unified School District	Grossmont Union High School District
Cajon Valley Union School District	Jamul-Dulzura Union School District
Cardiff School District	Julian Union School District
Carlsbad Unified School District	Julian Union High School District
Chula Vista Elementary School District	La Mesa-Spring Valley School District
Coronado Unified School District	Lakeside Union School District
Dehesa School District	Lemon Grove School District
Del Mar Union School District	Mountain Empire Unified School District
Encinitas Union School District	National School District
Escondido Union School District	Oceanside Unified School District
Escondido Union High School District	Poway Unified School District

Ramona Unified School District
Rancho Santa Fe School District
San Diego Unified School District
San Dieguito Union High School District
San Marcos Unified School District
San Pasqual Union School District
San Ysidro School District
Santee School District

Solana Beach School District
South Bay Union School District
Spencer Valley School District
Sweetwater Union High School District
Vallecitos School District
Valley Center-Pauma Unified School District
Vista Unified School District
Warner Unified School District

County of San Diego Probation Department (Probation)
Superior Court of California for the County of San Diego (Court)
Mental Health Systems (MHS)

TERMS OF AGREEMENT

This agreement is premised on the anticipated enrollment of 15-22 students each school year. If enrollment in the STEPS classroom falls below 15 students, all stakeholders agree to reconvene surrounding the terms of this agreement.

San Diego Unified agrees to notify a participating LEA's pupil services department within 10 days of enrolling in the STEPS School a student of the respective LEA. Upon notification, participating LEAs agree to sign a Student Agreement acknowledging financial responsibility for each student who is a resident of the participating LEA and who is otherwise the responsibility of the respective LEA. See Attachment A for copy of Student Agreement. Participating LEAs agree to provide transportation, as appropriate, to their respective resident students who enroll at STEPS for 230 days per year for student participation in the STEPS program.

San Diego Unified agrees to provide Extended School Year ("ESY") services during the traditional school year summer break to eligible students

Participating LEAs agree to reimburse San Diego Unified an Education Support Fee of \$3,000.00 per semester and \$1,000.00 for ESY, totaling \$7,000.00 per student, per year, for each student from the respective LEA who attends the STEPS School. San Diego Unified will bill Participating LEAs at the end of each semester only for those students enrolled 5 or more days each semester, payable within 30 days.

Probation department agrees to reimburse San Diego Unified \$106,413.00 per year for educational services provided to students in the STEPS School. San Diego Unified will invoice Probation 50% of their annual cost share at the end of each semester, payable within 30 days.

PERIOD OF AGREEMENT

This Agreement will be effective from July 1, 2013, through June 30, 2014. San Diego Unified will convene a subcommittee to review this document annually in response to (a) legislative changes; (b) input from stakeholders; or (c) when enrollment in the STEPS classrooms falls below 15. All of the parties may elect to renew this Agreement for up to 3 years beyond the initial 1 year term.

TERMINATION Prior to the expiration date of this Agreement, a party may terminate its own participation in this Agreement for convenience at any time by providing 60 days written notice of the intent to terminate.

CONFIDENTIALITY OF SERVICES OR WORK

Release of information to San Diego Unified is pursuant to Education Code section 49076; Welfare and Institutions Code section 827, subdivisions (a)(1)(G) and (b); and San Diego Local Rule 6.6.4(A)16. Any sharing of specific information is in compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the Child Abuse Prevention and Treatment Act (CAPTA), and Health Insurance Portability and Accountability Act (HIPAA). This information will be used solely for meeting the educational needs of children enrolled at STEPS and shall not be shared with others or used for any other purposes. All such released information is also subject to all applicable Federal, State and local laws, rules, regulations, policies and other applicable court orders regarding confidentiality and privacy.

INDEMNIFICATION

Each party agrees to defend, indemnify and hold harmless the other parties, their directors, officers, agents, volunteers, and employees, from and against any and all claims, demands, damages, loss, and other liability, including but not limited to damages or destruction of property, injuries to or death of persons, and reasonable attorney fees and costs, resulting from or arising out of its performance and/or non-performance of its duties and responsibilities under this Agreement and any other negligent act or omission with respect to the terms and conditions of this Agreement.

Signatories to Agreement

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

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SAN DIEGO COUNTY
HEALTH & HUMAN SERVICES AGENCY**

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

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:

ALPINE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CAJON VALLEY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHULA VISTA

By (Authorized Signature)

Name (Type or Print)

Title

Date

BONSALL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARDIFF

By (Authorized Signature)

Name (Type or Print)

Title

Date

DEHESA

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.

ELEMENTARY SCHOOL DISTRICTS (continued):

DEL MAR UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ENCINITAS UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ESCONDIDO UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JAMUL-DULZURA UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION

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.

ELEMENTARY SCHOOL DISTRICTS (continued):

LA MESA-SPRING VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

LEMON GROVE

By (Authorized Signature)

Name (Type or Print)

Title

Date

RANCHO SANTA FE

By (Authorized Signature)

Name (Type or Print)

Title

Date

LAKESIDE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

NATIONAL

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN PASQUAL UNION

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.

ELEMENTARY SCHOOL DISTRICTS (continued):

SAN YSIDRO

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOLANA BEACH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SPENCER VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

SANTEE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOUTH BAY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLECITOS

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.

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

By (Authorized Signature)

Name (Type or Print)

Title

Date

CORONADO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

OCEANSIDE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARLSBAD UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

MOUNTAIN EMPIRE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

POWAY UNIFIED

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 (continued):

RAMONA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN MARCOS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLEY CENTER-PAUMA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VISTA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

WARNER UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date



STEPS Program Enrollment Notification

TO: _____
(District Name)

Your student, _____ has been registered into the STEPS
(Student First & Last Name)

Program effective _____.
(Date)

In accordance with the Interagency Agreement between San Diego Unified and Superior Court of California, County of San Diego, Probation Department, Mental Health Systems, and Public School Districts in San Diego County terms of agreement, San Diego Unified agrees to notify a participating LEA’s pupil services department within 10 days of enrolling in the STEPS School a student of the respective LEA. Upon notification, participating LEAs agree to sign a Student Agreement acknowledging financial responsibility for each student who is a resident of the participating LEA and who is otherwise the responsibility of the respective LEA. Participating LEAs agree to provide transportation, as appropriate, to their respective resident students who enroll at STEPS for 230 days per year for student participation in the STEPS Program. San Diego Unified agrees to provide Extended School Year (“ESY”) services during the traditional school year summer break to eligible students

Participating LEAs agree to reimburse San Diego Unified an Education Support Fee of \$3,000.00 per semester and \$1,000.00 for ESY, totaling \$7,000.00 per student, per year, for each student from the respective LEA who attends the STEPS School. San Diego Unified will bill Participating LEAs at the end of each semester only for those students enrolled 5 or more days each semester, payable within 30 days.

If you have any questions regarding this notification, you may contact Joe Fulcher, Chief Student Services Officer at (619) 725-5678.



STEPS Program Disenrollment Notification

TO: _____
(District Name)

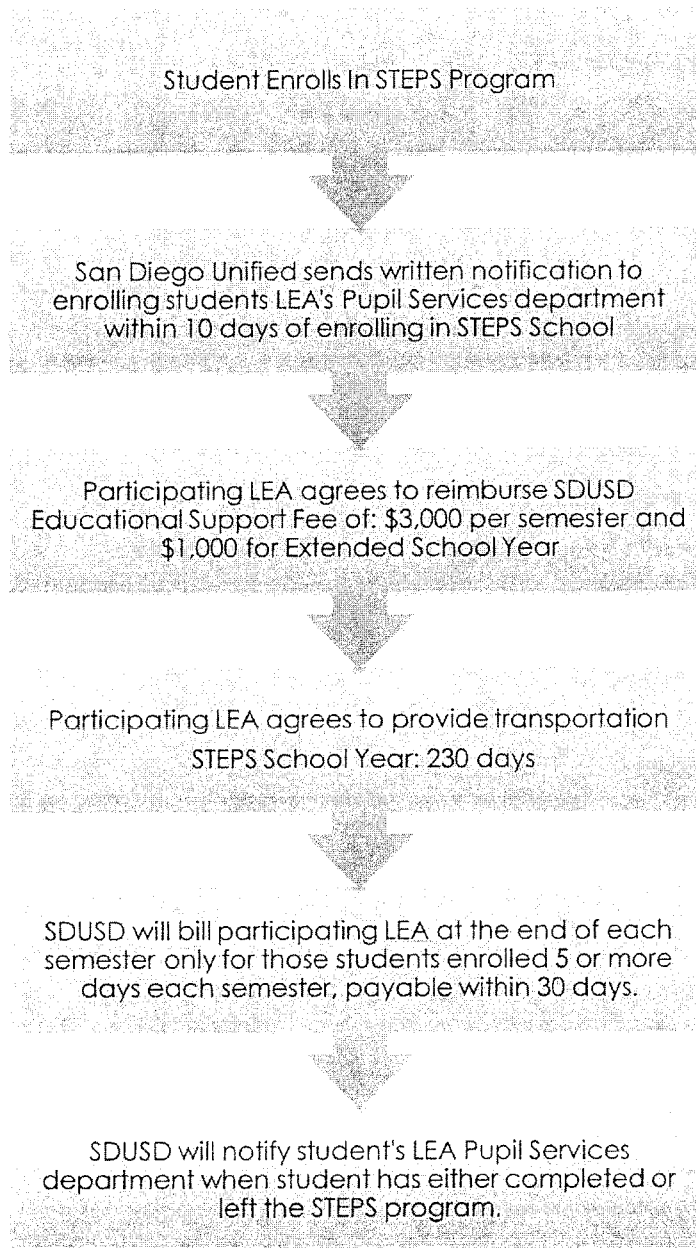
Your student, _____ has either completed or is no longer
(Student First & Last Name)
enrolled in the STEPS Program effective _____.
(Date)

If you have any questions regarding the STEPS Program or you require transcript records, you may contact Joe Fulcher, Chief Student Services Officer at (619) 725-5678.



San Diego Unified School District
STEPS Program

STEPS PLACEMENT / NOTIFICATION FLOW CHART



Consent Item D.4.6.
Prepared by Tim Larson
August 6, 2013

Approval of Agreement with Atkinson, Andelson,
Loya, Rudd, & Romo

BACKGROUND:

Events and issues arise which create the need for the District to seek legal counsel and/or services. Atkinson, Andelson, Loya, Rudd, & Romo (AALRR) is a highly respected law firm which provides comprehensive legal services throughout the state of California. They also provide exceptional training opportunities, especially in the area of personnel. This agreement will allow us to utilize the services of AALRR when a situation arises that requires their expertise. It will also provide access to the frequent trainings they offer.

RECOMMENDATION:

Administration recommends the Board of Education approve this agreement with Atkinson, Andelson, Loya, Rudd, & Romo for legal services on an as needed basis for the 2013-2014 fiscal year.

FISCAL IMPACT:

Per the attached agreement, the contracted services of AALRR range from \$130.00 - \$220.00 per hour dependent upon the services needed. Actual charges will only be applied when services are used.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item to provide legal services.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.6.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this _____ day of _____, 2013, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or 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 District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney 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 July 1, 2013, through June 30, 2014. For the period July 1, 2013, through June 30, 2014, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$220.00
Partners/Senior Counsel	\$210.00
Senior Associates	\$205.00
Associates	\$200.00
Senior Paralegals/Law Clerks	\$135.00
Paralegals	\$130.00

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's 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 advances include, but are not limited to, messenger fees, travel costs including mileage, parking, toll roads, meals and lodging, bonds, witness fees, Westlaw, overnight delivery, 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 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. 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 District's sole discretion.

V. 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 to unsubscribe at any time.

VI. 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.

VII. DURATION

This Agreement shall be effective July 1, 2013, through June 30, 2014, 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.

VIII. EXECUTION DATE

This Agreement is entered into this _____ day of _____, 2013.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 7-22-13

By: Gerald A. Conradi
Gerald A. Conradi, Partner

“District”

SANTEE SCHOOL DISTRICT

Dated: _____

By: _____
Cathy A. Pierce, Ed.D.
Superintendent

Consent Item D.4.7.
Prepared by Tim Larson
August 6, 2013

Approval of Agreements with Northern California Medi-Cal
Administrative Services Joint Powers Authority ("NMAS-JPA")
to Provide Claims Administration Services for Medicaid
Administrative Activities (MAA) and Medi-Cal Billing Option

BACKGROUND:

The District previously contracted with Accelify to administer and submit claims under the Medicaid Administrative Activities (MAA) and Local Educational Agency (LEA) billing option program. Accelify has discontinued doing business in California necessitating the District to enter into an agreement with a new claims administrator.

The District can benefit by shifting claims administration and submittal to NMAS-JPA for both MAA and Medi-Cal Billing. NMAS-JPA is a not-for-profit entity which balances to actual cost at the end of each fiscal year, assisting LEAs by retaining as many dollars as possible. Their percentage-based fee is included on their LEA invoice as an expense and reimbursed through the invoice process at approximately 50% (allowable because of not-for-profit status). Dollars not expensed during each fiscal year are rebated to the District on a pro-rata basis. Final fee, after reimbursement and rebate, will typically fall between 2.3% and 3.0% for all NMAS-JPA services.

Currently, the NMAS-JPA is serving over 160 school districts and COES and has been responsible for assisting schools in receiving approximately \$150 million in MAA reimbursements.

RECOMMENDATION:

Administration recommends that the Board of Education approve the agreements with NMAS-JPA for the MAA and LEA billing option program for the 2013-14 school year.

This recommendation supports the following District goal:

- 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:

Possibility of as much as 4.5% in additional net revenue depending on the amount claimed.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.7.

MEDI-CAL BILLING OPTION PROGRAM AGREEMENT

This Medi-Cal Billing Option Program Agreement (“Agreement”) is made and entered this 1st day of July, 2013, by and between the **Santee School District** (“local educational agency” or “LEA”) having an address at 9625 Cuyamaca St., Santee, CA 92071 and the Northern California Medi-Cal Administrative Services Joint Powers Authority, (“NMAJ”) having an address at 1300 H Street, Suite #100, Modesto, California 95354 (individually “Party,” together “Parties”).

RECITALS

WHEREAS, the above-indicated LEA is located within the region of a “local educational consortium” (“LEC”) which is a member of the NMAJ;

WHEREAS, NMAJ has been reorganized in order to be able to provide Medi-Cal Administrative Activities (“MAA”) Claiming Services and Medi-Cal Billing Option Program (“LBO”) services to LEAs located within a LEC which is a member of the NMAJ;

WHEREAS, LEA desires to utilize LBO services; and

WHEREAS, the purpose and subject of this Agreement is limited to the provision of LBO Services and is not intended to apply to the provision of MAA Services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. COMMENCEMENT, DURATION, AND TERMINATION OF SERVICES

- (A) This Agreement shall be effective on the date signed by both Parties and continue through the end of the current fiscal year for the NMAJ (June 30).
- (B) This Agreement shall automatically renew at the beginning of each subsequent fiscal year for an additional twelve (12) months unless one Party has provided written notice of cancellation to the other Party not less than ninety (90) days prior to the renewal date.
- (C) Either Party may terminate this Agreement in the event of material breach by the other Party after providing the breaching Party with a fifteen (15) day period to cure the breach and the breach is not cured. If a cure is not possible, the Agreement may be terminated immediately.
- (D) LEA may terminate this Agreement, with or without cause, upon ninety (90) days written notice to NMAJ, provided LEA pays all fees for services provided through the effective date of termination.

2. NMAS-JPA OBLIGATIONS

- (A) Eligibility Determination. NMAS-JPA will determine Medi-Cal eligibility and ascertain Medi-Cal identifier numbers for students served by LEA within limits imposed by California Department of Health Care Services (“DHCS”) and county governments upon commencement of the LBO services, and quarterly thereafter (March 15, June 15, October 15, and December 15). Determination of eligibility information will be retained by NMAS-JPA and will be used solely to provide Medi-Cal billing services hereunder.
- (B) Provider Logs. NMAS-JPA will provide to LEA specifically designed web-based provider logs and web-based LBO billing information for use by the LEA’s healthcare providers in connection with the LBO program and this Agreement, but for no other purpose.
- (C) Training and Support. NMAS-JPA will coordinate, schedule, and provide training, continuing education, and online support for LEA staff necessary for the preparation of data required for the submission of LBO claims to Medi-Cal. The training and continuing education shall occur as agreed by the Parties. NMAS-JPA will maintain knowledge of current billing procedures, rules, and laws for California’s LBO claiming program and knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to provisions of services under this Agreement.
- (D) Data Input. NMAS-JPA shall be responsible for providing the online web-based data entry portal for healthcare service logs, student/class enrollment dates, and all information given to NMAS-JPA by LEA and for electronic transmittal to the DHCS.
- (E) Access to Data Entry Portal. NMAS-JPA shall provide a password(s) to the LEA for use by its designated employees and authorized personnel in connection with this Agreement.
- (F) Reporting of Unauthorized Disclosures or Misuse of Student Information. NMAS-JPA, within one business day of discovery, shall report to LEA any use or disclosure of Student Information not authorized by the Agreement or in writing by LEA. NMAS-JPA’s report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what NMAS-JPA has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action NMAS-JPA has taken or shall take to prevent future similar unauthorized use or disclosure. NMAS-JPA shall provide such other information, including a written report, requested by LEA.
- (G) Return or Destruction of Student Information. Upon termination, cancellation, expiration or other conclusion of the Agreement, NMAS-JPA shall return all Student Information to LEA, or if return is not feasible as determined by LEA in written notice to NMAS-JPA, destroy any and all Student Information.

- (H) Review of Claims. NMAS will review all claims for accuracy based upon the data provided by LEA.
- (I) Claims Submittal. NMAS-JPA will make reasonable efforts to submit each Medi-Cal claim to DHCS within thirty (30) days of receipt from LEA of all information necessary for processing each claim. NMAS-JPA will also make reasonable efforts to submit retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.
- (J) Reports. NMAS-JPA will provide LEA with the Billing Cycle Evaluation reports for the claims submitted to Medi-Cal.
- (K) Reviews and Audits. NMAS-JPA will assist LEA to prepare for Center for Medicaid/Medicare Services and DHCS reviews and audits.

3. LEA OBLIGATIONS

- (A) Input Data.
 - (i) LEA shall provide NMAS-JPA, on a timely basis, all forms, documentation, and data in a manner prescribed by NMAS-JPA and required for the successful preparation, verification, and submission of claims. Information shall be provided by LEA so that it may be captured by NMAS-JPA through the NMAS-JPA services portal.
 - (ii) Accurate, complete, and correct data necessary for NMAS-JPA to perform its services hereunder shall be the sole responsibility of LEA. NMAS-JPA shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.
 - (iii) LEA shall notify NMAS-JPA of any error and omission in information sent to NMAS-JPA so that NMAS-JPA may process a claim adjustment for submission to Medi-Cal.
- (B) Training. Arrange for LEA staff to attend training sessions.
- (C) Contact Person. LEA will provide a contact person who shall serve as a coordinator for all LEA activities. The designated person will work directly with NMAS-JPA staff.
- (D) Healthcare Provider Logs. LEA will maintain complete and accurate online healthcare provider logs of all healthcare services provided by LEA and will maintain the logs on an up-to-date basis to allow NMAS-JPA to submit a billing to DHCS on a monthly basis.
- (E) Computer File. Upon commencement of the Agreement and quarterly thereafter, LEA will provide NMAS-JPA with a computer file in a format specified by NMAS-JPA of all student data requested by NMAS-JPA from LEA's computer systems or from the computer system of the individual schools LEA comprises.

- (F) Designation and Responsibilities of LEA for Its Authorized Users. LEA shall designate those employees and other personnel (“Users”) who shall be given access to its web portal. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web portal as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by NMAS-JPA is prohibited. LEA understands that that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

4. FEE SCHEDULE

- (A) NMAS-JPA shall submit to LEA invoices for fees based on the Explanation of Benefits, which accompanies each Medi-Cal check received for LEA claims submitted by NMAS-JPA on behalf of LEA. The fee amount will equal 10% of the gross amount paid by Medi-Cal. LEA will pay invoices within thirty (30) days of LEA’s receipt of Medi-Cal funds for the respective claims. NMAS-JPA will invoice LEA when LBO funds are recovered by LEA.
- (B) In any given year, should the total annual fees collected by the NMAS-JPA from all contracted LEAs exceed the total costs incurred by the NMAS-JPA to provide the agreed-upon services, those fees in excess of the costs will be refunded to LEA based on LEA’s pro-rata share of LBO recovered funds as compared to LBO recovered funds for all LEA’s receiving services provided by NMAS-JPA.
- (C) In the event LEA must repay Medi-Cal for all or any part of any claim payment, NMAS-JPA will reimburse LEA for that portion of its fee related to the Medi-Cal repayment. NMAS-JPA will pay LEA within thirty (30) days of notification by LEA.
- (D) Obligations incurred as a result of this Agreement from services provided by NMAS-JPA to LEA remain the responsibility of LEA whether or not LBO funds are recovered by LEA due to no fault of the NMAS-JPA or the LEA.

5. OWNERSHIP OF PROGRAMS, MATERIALS AND RECORDS

All computer hardware supplied by NMAS-JPA, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by NMAS-JPA or its contractor(s) in connection with its systems, and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between NMAS-JPA, its contractors and LEA, the sole and exclusive property of NMAS-JPA or its contractors. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All student records, medical records, claims, and other student and medical data developed by LEA or jointly by NMAS-JPA and LEA shall remain the property of LEA.

6. CONFIDENTIALITY

- (A) The Parties agree that because of the proprietary nature of the software and training materials and the confidential nature of student records and medical information, it is essential that all information, data, and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent required by law and each Party agrees not to reproduce, disclose, or relinquish any data, information, or materials to any Party other than an authorized representative of the other Party except if the information is public information under the California Public Records Act, and except as required by law.
- (B) The Parties agree that because of the unique nature of the data and/or information and/or materials to be transmitted, money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party, and therefore, the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.
- (C) NMAS-JPA is designated as a "school official" for LEA and shall keep student records confidential as required under state and federal law. NMAS-JPA will maintain and use commercially reasonable administrative, technical, and physical security measures to preserve the confidentiality of electronically maintained data received from LEA.
- (D) NMAS-JPA is the licensee of certain software and billing tools including, but not limited to, a web portal, from a third-party contractor ("Vendor"). In an agreement with the Vendor ("Vendor Agreement") NMAS-JPA, as the licensee, has agreed not to interfere with Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the Vendor's product. NMAS-JPA shall allow the LEA to use the licensed software and/or billing tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 9 of the Vendor Agreement. Section 9 of the Vendor Agreement is attached hereto and incorporated herein as Exhibit "A."
- (E) Confidentiality requirements for Vendor with respect to student records are contained in Schedule C of the Vendor Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "B."

7. COMPLIANCE WITH LAWS; HIPAA; FERPA

The Parties shall both comply with any and all applicable laws and regulations governing the conduct of their respective businesses, including, without limitation, (1) confidentiality and rights of review of educational and medical records to the extent applicable, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U. S.C. 1232g and 34 C.F.R. Part 99, as amended, and (ii) transaction and

code data standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R, Part 162, as amended.

8. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

- (A) NMAS-JPA may contract with one or more third-party vendors for the provision of software and/or billing tools including, but not limited to, a web portal, which can be used by NMAS-JPA and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other LBO services provided pursuant to this Agreement.
- (B) LEA understands and acknowledges that NMAS-JPA has heretofore entered into a license agreement with a third-party vendor (“Vendor”) for the provision of software and/or billing tools including, but not limited to, a web portal, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, NMAS-JPA shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- (C) NMAS-JPA shall notify LEA if NMAS-JPA enters into a separate agreement with another third-party vendor for software and/or billing tools and that agreement will result in a material change in the NMAS-JPA’s and LEA’s responsibilities or obligations as users of the software and/or billing tools licensed by NMAS-JPA.
- (D) If NMAS-JPA enters into another third-party contract for the provision of software and/or billing tools and that third-party contractor will have access to LEA’s student records or be required to maintain the student records of LEA, NMAS-JPA shall include in the third-party contract the same provisions, or provisions substantially similar to those forth in Exhibit “B” attached hereto and incorporated herein.

9. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

NMAS-JPA and LEA shall each defend, indemnify, and hold the other Party and its officials, officers, employees, consultants, contractors, subcontractors, volunteers, and agents 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, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, contractors, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys’ fees and other related costs and expenses.

10. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

NMAS-JPA shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of NMAS-JPA. NMAS-JPA’s

liability, under this Agreement, is limited to the amount paid by LEA for the services under this Agreement. NMAS-JPA shall not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

11. WARRANTY LIMITATION

NMAS-JPA makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

12. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, the Stanislaus County Superintendent of Schools, who hires the staff for the NMAS-JPA and functions as the administrative unit of the NMAS-JPA, shall be the employer for NMAS-JPA staff and shall bear the responsibility of providing workers' compensation insurance or coverage for its employees providing NMAS-JPA services covered by this Agreement.

13. GENERAL

- (A) EFFECT OF RECITALS. The Recitals above are deemed true and correct and are hereby incorporated into this paragraph as though fully set forth herein, and LEA and NMAS-JPA acknowledge and agree that they are bound by the same.
- (B) ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties for the provision of LBO services by NMAS-JPA.
- (C) SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective Parties hereto. Each Party agrees that there are no third-party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party.
- (D) ATTORNEYS' FEES. In the event that NMAS-JPA or LEA commences a legal proceeding, each Party shall pay its own legal fees.
- (E) SEVERABILITY. In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- (F) NOTICES. Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- (G) APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of California, as applicable.

- (H) ANTI-FRAUD AND ABUSE. Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state, and local laws, and regulations and directives concerning Medicare/Medicaid and Medi-Cal LEA billing and other medical reimbursement, fraud, and abuse limitations. To the extent anything contained herein violates any of the above laws, statutes, regulations, or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- (I) SURVIVAL OF NONDISCLOSURE OBLIGATION. The obligation of non-disclosure and confidentiality in this Agreement shall survive the termination of the Agreement and shall be in full force and effect notwithstanding such expiration or termination.
- (J) DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.
- (K) AMENDMENTS. This Agreement may only be modified amended by a written document executed by both LEA's governing board and the NMAS-JPA.

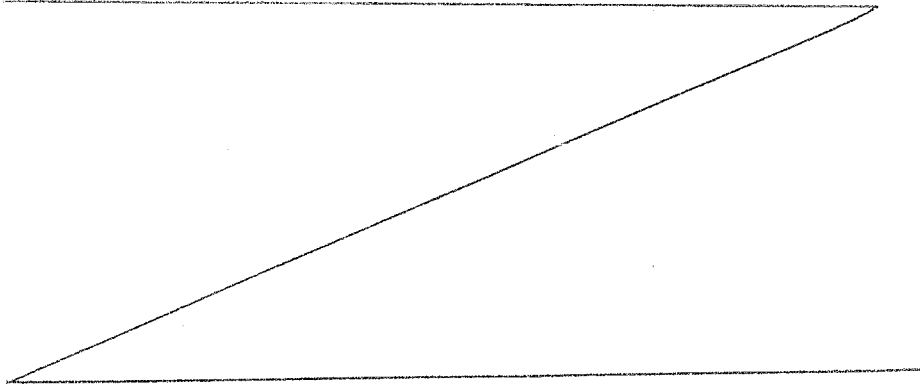
14. LEA GOVERNING BOARD AUTHORIZATION

LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of _____ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

LEA:	SANTEE SCHOOL DISTRICT	NMAS-JPA
By:	_____	By: _____
Name:	_____	Name: Sandra Dieker
Title:	_____	Title: NMAS-JPA Director
Date:	_____	Date: _____

Exhibit "A"
Vendor Agreement



SECTION 9. PROPRIETARY RIGHTS; CONFIDENTIALITY; RESTRICTIONS ON USE.

9.1 Proprietary Rights and Confidentiality.

(a) Licensor and Licensee acknowledge that all information concerning the other's business, in any form, the Product, related documentation, and all copyright and trade secret rights are "Confidential and Proprietary Information." Each party agrees that it will not, during or after the term of the License, permit the duplication, use or disclosure of any such Confidential and Proprietary Information by or to any person (other than an employee, agent or representative who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party in writing. Confidential and Proprietary Information does not include any information which, at the time of disclosure, is in the public domain. This License does not permit use of the Product by anyone other than Licensee's and its LEC-member district's employees and authorized personnel, without the prior written consent of Licensor.

(b) The parties acknowledge that the Licensee and its LEAs are public entities subject to public disclosure obligations under the California Public Records Act (Govt. Code sections 6550, et seq.) If the Licensee receives a written request to release information which may qualify as Licensor confidential information, the Licensee will notify Licensor of the request and the date that such records will be released to the requester, unless Licensor obtains a court order enjoining that disclosure. If Licensor fails to obtain a court order enjoining that disclosure, the Customer will release the requested information on the date specified. This Agreement itself is a public record under California law and may be disclosed pursuant to the California Public Records Act.

(c) The terms of this Section 9.1 shall survive the termination of this Agreement."

(d) No license is granted by Licensor to Licensee, either directly or by implication, or otherwise, in any trademark, copyright, patent rights, technical expertise or proprietary information, other than the License granted hereunder.

9.2 Restrictions on Use.

(a) Licensee may not:

(i) Use the Product or any part thereof for any purpose other than the managing of Licensee's own Medicaid-reimbursement claims and administration processes;

(ii) Distribute the Product or any copy, by transfer, lease, loan or any other means, or make the Product available for use by others or;

(iii) Copy the Product on to a disc or other data storage device for any use not authorized by this Agreement.

(b) Licensee and Licensor acknowledge and agrees that:

(i) Access to and use of the Product is governed by this Agreement between Licensee and Licensor.

(ii) Licensee may grant its and its LEC-member district's employees and authorized personnel access to this site by providing the password(s) in accordance with the Agreement. Passwords are not transferable. Licensee will take all reasonable steps to ensure that passwords are limited to use by Licensee's and its LEC-member district's employees and authorized personnel in its Medicaid-reimbursement claims and administration processes. Unauthorized use of passwords is prohibited; the password holders and Licensee may be held liable for any unauthorized use and distribution or use of passwords.

(iii) Licensee and its password holders agree to discontinue using the Product upon expiration or termination of this Agreement.

(iv) The Licensor form number (if applicable), Licensor corporate name and copyright notations, must be retained on the Product and all documentation and materials related thereto.

Exhibit "B"

Vendor Agreement

SCHEDULE C

- A. Student Information. Student data, records and information ("Student Information") includes paper and electronic student education record information supplied by LEA and/or NMAS-JPA, including but not limited to data provided by LEA students and parents, which is protected by federal and state law, including but not limited to, 20 U.S.C. section 1232(g) and Education Code sections 49060 et seq. Contractor acknowledges that it may have access to Student Information to perform its obligations under this Agreement, that Contractor shall be considered a "school official" for purposes of receipt of such Student Information, and that Contractor is familiar with all legal restrictions associated with the use and nondisclosure of Student Information. Both NMAS-JPA and Contractor certify that they will abide by state and federal laws concerning confidential Student Information.
- B. Prohibition on Unauthorized Use or Disclosure of Student Information. Contractor agrees to hold Student Information in strict confidence. Contractor shall not use or disclose Student Information received from or on behalf of NMAS-JPA or LEA, except as permitted or required by the Agreement, or as required by law. Contractor agrees that it will protect the Student Information it receives from or on behalf of an LEA and/or NMAS-JPA according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- C. Return or Destruction of Student Information. Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return all Student Information to NMAS-JPA, or if return is not feasible as determined by NMAS-JPA in written notice to Contractor, destroy any and all Student Information.
- D. NMAS-JPA Remedies. If NMAS-JPA reasonably determines in good faith that Contractor has materially breached any of its obligations under this Article, NMAS-JPA, in its sole discretion, shall have the right to provide Contractor with a 30 day period to cure the breach. NMAS-JPA shall provide written notice to Contractor describing the violation and the action it intends to take.
- E. Maintenance of the Security of Student Information. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted Student Information received from or on behalf of NMAS-JPA, the LEA, or its students. These measures will be extended by contract to all subcontractors used by Contractor.
- F. Reporting of Unauthorized Disclosures or Misuse of Student Information. Contractor, within one business day of discovery, shall report to NMAS-

JPA any use or disclosure of Student Information not authorized by the Agreement or in writing by NMAS-JPA. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, requested by NMAS-JPA.

- G. Indemnity. Subject to the terms of this Agreement, Contractor shall indemnify, defend and hold NMAS-JPA and LEA harmless from all claims, liabilities, damages or judgments involving a third party, including NMAS-JPA's and LEA's costs and reasonable attorneys' fees, which arise as a result of Contractor's material breach of its obligations under this Schedule.

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered this 1st day of July, 2013, by and between the **Santee School District**, hereinafter referred to as “local educational agency” or “LEA” having an address at 9625 Cuyamaca St., Santee, CA 92071, and the:

- Contra Costa Superintendent of Schools
- Kern County Superintendent of Schools
- Los Angeles Superintendent of Schools
- Orange County Superintendent of Schools
- Santa Cruz Superintendent of Schools
- Stanislaus Superintendent of Schools
- Sutter County Superintendent of Schools

(One box must be checked)

and the Northern California Medi-Cal Administrative Services Joint Powers Authority, having an address at 1100 H Street, Modesto, California 95354-2338.

The above-indicated County Superintendent of Schools (hereinafter referred to as the “local educational consortium” or “LEC”) is a member of the Northern California Medi-Cal Administrative Services Joint Powers Authority (hereinafter referred to as “NMAS-JPA”) which has been formed by the above-referenced County Superintendents of Schools in order to provide Medi-Cal Administrative Activities (“MAA”) Claiming services to LEAs who contract with the above-delineated LECs for said services as set forth herein.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1st, 2013, for preparing MAA claims for LEA on a quarterly basis. The quarters are the three-month periods of January through March, April through June, July through September, and October through December. The first claim shall be submitted for the July through September quarter, 2013.

This Agreement shall automatically renew on July 1st annually for additional periods of twelve (12) months each unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

LEA may terminate this agreement, with or without cause, upon ninety (90) days written notice to LEC and NMAS-JPA, provided that LEA agrees to pay LEC and NMAS-JPA all fees for services provided by either LEC or NMAS-JPA through the effective date of termination.

2. FEE SCHEDULE

LEA shall pay the NMAS-JPA quarterly according to the following:

Seven percent (7%) of MAA quarterly invoices paid by the Department of Health Care Services to the LEA, not to exceed the actual costs of the NMAS-JPA services provided.

In any given year, should the total annual fees collected by the NMAS-JPA, from all LEAs exceed the total costs incurred by the NMAS-JPA to provide the agreed-upon services, those fees in excess of the costs will be refunded to each LEA based on each LEA's pro-rata share of MAA recovered funds as compared to MAA recovered funds for all LEA's receiving services provided by NMAS-JPA.

Obligations incurred as a result of this Agreement from services provided by the NMAS-JPA to the LEA remain the responsibility of the LEA whether or not MAA funds are recovered by the LEA due to no fault of the NMAS-JPA or the LEA. LEA will be invoiced for fees when MAA funds are recovered.

As a result of this fee arrangement, the LEA will be entitled to recover fifty percent (50%) of any fees charged by the NMAS-JPA as MAA reimbursable costs. Any deviation from this fee arrangement may render these costs as not recoverable through MAA reimbursement to the LEA.

LEC shall not claim reimbursement for any NMAS-JPA fees that have been claimed by LEAs through fees paid for service.

In the event LEA must repay Medi-Cal for all or part of any claim payment, NMAS-JPA will reimburse LEA for that portion of its fee related to the Medi-Cal repayment. NMAS-JPA will pay LEA within thirty (30) days of notification by LEA.

3. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by NMAS-JPA, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by NMAS-JPA in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between NMAS-JPA and LEA, the sole and exclusive property of NMAS-JPA. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with NMAS-JPA and LEA shall remain the property of LEA.

4. CONFIDENTIALITY OF DATA

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether

transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence to the extent held by law and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party except as required by law.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

5. INPUT DATA

Accurate, complete, and correct data necessary for NMAS-JPA to perform its services hereunder shall be the sole responsibility of LEA. NMAS-JPA shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

NMAS-JPA shall be responsible for the input of all information given to NMAS-JPA by LEA in a reasonably accurate, complete and correct form provided same is provided to NMAS-JPA by LEA. Any errors, mistakes or liability in connection with the failure of NMAS-JPA to input such data, provided such data has been accurately, completely and correctly transmitted to NMAS-JPA, shall be the sole responsibility of NMAS-JPA and shall be corrected by NMAS-JPA.

6. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

NMAS-JPA and LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of NMAS-JPA or LEC. NMAS-JPA's or LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. NMAS-JPA or LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

7. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, NMAS-JPA shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

8. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

NMAS-JPA, LEC and LEA shall each defend, indemnify, and hold the other parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents 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, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the

indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys fees and other related costs and expenses.

9. OPERATING PROCEDURES

NMAS-JPA shall be responsible for the processing of all those claims for services rendered by LEA and its employees or agents, which have been turned over to NMAS-JPA for processing.

A. Services Provided: LEAs choosing to utilize NMAS-JPA services as delineated herein, shall contract with their respective LEC. The NMAS-JPA shall:

- (1) Coordinate, schedule and provide necessary training to representatives of each LEA and LEC.
- (2) Gather and review all MAA time surveys, reviewing survey forms to ensure that they are completed and correct and assist participating local educational consortiums or local educational agencies in obtaining corrections.
- (3) Process time survey results for invoicing.
- (4) Draft grid for operational plan and give direction to local educational agencies for gathering necessary audit materials for each claiming unit for each quarter.
- (5) Upon request, prepare invoices for submittal to the Department of Health Care Services for each participating local educational agency and local educational consortium.
- (6) Provide the "tape match percentage" from data submitted by local educational agencies.
- (7) Assist LECs and LEAs to prepare for Center for Medicaid / Medicare Services and Department of Health Care Services site reviews and audits.

B. LEA shall:

- (1) Provide NMAS-JPA, on a timely basis, all forms, documentation, and fiscal data in a manner prescribed by NMAS-JPA and as required for the successful preparation and submission of claims.
- (2) Arrange for LEA staff to attend mandatory training sessions related to time study forms and oversee the completion of time study forms by staff.
- (3) Provide a contact person who shall serve as coordinator for all LEA activities.
- (4) Notify NMAS-JPA of any errors and/or omissions in information sent to NMAS-JPA so that NMAS-JPA may process a claim adjustment for submission to Medi-Cal.

10. GENERAL

A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

- B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

11. WARRANTY LIMITATION

NMAS-JPA makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

12. LEA GOVERNING BOARD AUTHORIZATION

LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of _____ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

LEA: SANTEE SCHOOL DISTRICT

**LEC: ORANGE COUNTY
SUPERINTENDENT OF SCHOOLS**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

NMAS-JPA

By

Name:

Sandra Dieker

Title:

Director

Date:

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.
Prepared by Tim Larson
August 6, 2013

Ratification of Tentative Agreement between
Santee School District and Santee Teachers
Association (STA)

BACKGROUND:

Santee School District and the Santee Teachers Association (STA) have reached a Tentative Agreement on the revision of Article XIII, Hours of Employment and Article XV, Salary Provisions; commencing with the 2013-14 school year.

This agreement will establish two (2) school schedules throughout the District and provide uniformity of instructional minutes for all students.

STA membership ratified the tentative agreement on July 29, 2013 and it is presented tonight for Board ratification.

RECOMMENDATION:

Administration recommends that the Board of Education ratify of the Tentative Agreement between Santee School District and the Santee Teachers Association.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

Certificated non-management employees will receive a 2.5% salary increase effective July 1, 2013; and a 4.0% salary increase effective July 1, 2014.

STUDENT ACHIEVEMENT IMPACT:

It is anticipated that student achievement will be positively impacted as a result of uniformity of instructional minutes.

Motion: _____ Second: _____ Vote: _____

7-12-13—1:30pm

**ARTICLE XIII
HOURS OF EMPLOYMENT**

A. On-Site Workday

The regular on-site workday for employees shall be six and one-half (6-1/2) hours excluding lunch. Employees shall have at least a thirty (30) minute duty free lunch. Employees shall be on-site ~~at least thirty (30)~~ 15 minutes prior to the starting time for classes, ~~unless the immediate supervising administrator, with the approval of the Superintendent, adjusts the before class time.~~

B. Extended Workday

Administration and staff will hold meetings in an expedient, efficient, and professional manner. Whenever possible, matters of importance will be conveyed prior to meetings via e-mail, voicemail, and/or hardcopy. The site administrator may extend the regular workday for employees for the performance of ~~other~~ the following duties ~~such as, but not limited to the following:~~

1. Parent meetings and activities.
2. Faculty meetings and activities, limited to no more than sixty (60) minutes weekly unless staff agrees to extend the time.
- ~~3. In-service and professional development program.~~
- 3.4. Supervision of students at school sponsored or approved activities such as field trips, athletic events, and student body activities.
- ~~4.5.~~ Open House/Back to School Night.
- ~~6. Public school observances.~~
- ~~7. Extended professional meetings.~~
- 5.8. Parent/teacher conferencing.
- 6.9. Teachers attending sixth grade camp shall be provided the following options:
 - a. Stay overnight during the students' stay at camp.
 - b. Drive to and from camp each day. Be on duty for the required contract hours. The district will provide reimbursement for mileage between the work site and camp upon employee request. One certificated staff member must be present at camp the entire period of the camp stay in accordance with camp guidelines.
 - c. A combination of options "a" and "b".

d. Staff and principal will work professionally to reach a mutually agreeable solution to those who can not or chose not to attend camp.

7.10. If the regular teacher is unable to attend all or part of the week, it is the teacher's and principal's shared responsibility to find a suitable replacement /exchange teacher.

8. Teachers who stay overnight may be required to supervise students in emergency situations.

C. Instructional Time

1. Beginning with the 2008-09 school year, the average minimum number of student instructional minutes per day per school shall be:

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

For the start of the 2013-14 school year, each school's schedule shall remain the same as they were in the 2012-13 school year. Beginning October 7, 2013, every school shall have the same configuration of instructional minutes in accordance with one of the two options listed below. Whether all schools implement the Wednesday modified day schedule or all schools implement the regular day schedule shall be determined by a vote of the bargaining unit membership conducted on or before September 1, 2013. The vote shall be conducted by STA and tabulated and verified jointly by the District and STA. The option receiving the majority vote shall be implemented beginning October 7, 2013 through the end of the 2014-15 school year-. By May 1 of every odd-numbered calendar year thereafter, the same voting and selection process shall occur, including joint tabulation and verification by the District and STA, for selection of one of the two options listed below to be implemented for the subsequent school year. In the case of a tie vote, a revote will occur by May 15, using the same voting and selection process. In the event that the voting and selection process is not completed by May 15 in an odd-numbered year after 2013, the option currently in effect will be in effect for the subsequent two school years.

OPTION 1: Modified Day Schedule

<u>Grade Level</u>	<u>Regular Day (141 days)</u>	<u>Modified (33 Wednesdays)/ Minimum Day (6 days)</u>	<u>Total Annual Instructional Minutes**</u>	<u>Average Daily Instructional Minutes** (Rounded to nearest whole minute)</u>
<u>K*</u>	<u>313</u>	<u>219</u>	<u>52,674</u>	<u>293</u>
<u>1-3*</u>	<u>313</u>	<u>219</u>	<u>52,674</u>	<u>293</u>

<u>4-6*</u>	<u>345</u>	<u>219</u>	<u>57,186</u>	<u>318</u>
<u>7-8^</u>	<u>360</u>	<u>234</u>	<u>59,886</u>	<u>333</u>

*Exclusive of recess

^No recess

**These amounts will vary in 2013-14 due to partial year implementation

Six (6) minimum days shall be scheduled as follows:

Five (5) days for parent conferences

One (1) day for the last day of school

Thirty three (33) modified days shall be scheduled by the District. Activities planned for up to ten (10) days each year shall be structured and directed by the District and/or Site Administrator which shall include work focused on curriculum, instruction, and assessment.

Activities on the remaining twenty-three (23) days shall be for non-management certificated staff to participate in a variety of the following professional tasks or responsibilities:

- Team planning
- Vertical teaming
- Individual planning
- Focus groups
- Curriculum articulation
- Program coordination
- Parent communication
- Observations at other sites
- Data input and analysis
- Instructional materials adoption, support and training
- Any other professional task or responsibility deemed appropriate by the non-management certificated staff member in consultation with the Site Administrator

OPTION 2: Regular Day Schedule

<u>Grade Level</u>	<u>Regular Day (174 days)</u>	<u>Minimum Day (6 days)</u>	<u>Total Annual Instructional Minutes**</u>	<u>Average Daily Instructional Minutes** (Rounded to nearest whole minute)</u>
<u>K*</u>	<u>295</u>	<u>220</u>	<u>52,650</u>	<u>293</u>
<u>1-3*</u>	<u>295</u>	<u>220</u>	<u>52,650</u>	<u>293</u>
<u>4-6*</u>	<u>321</u>	<u>220</u>	<u>57,174</u>	<u>318</u>
<u>7-8^</u>	<u>336</u>	<u>235</u>	<u>59,874</u>	<u>333</u>

*Exclusive of recess

^No recess

**These amounts will vary in 2013-14 due to partial year implementation

D. Adjustments to Instructional Minutes

- ~~1. The standard schedule of instructional minutes for each school shall be as specified in Article XIII, Section C.~~
- ~~2. The Board of Education shall annually approve the instructional minutes' schedule for each school site.~~
- ~~3. By February 1, a staff meeting will take place to discuss the present year's schedule (either standard or modified) and any proposed changes of instructional minutes. A vote by secret ballot will take place at least one week after the meeting. If 2/3 of the voting bargaining unit members agree to continue with the current schedule, then the current schedule continues.~~
- ~~4. Any proposed modification to the standard schedule of instructional minutes shall be developed and submitted as specified below;
 - ~~a. Teachers and/or administrators who desire to modify the standard schedule at a school site must submit a written plan to staff members at the site.~~
 - ~~b. The plan must include the following components:
 - ~~1) The proposed adjustments to daily and/or annual instructional minutes for the following school year and the rationale for such adjustments.~~
 - ~~2) Effective home/school communication regarding staff development. Effective communication includes notices to parents identifying specific modified school dates and activities to be conducted. Effective communication also includes notifying the parents about the outcomes of staff development.~~
 - ~~3) Improved pedagogical skills of teachers as assessed by participants of the staff development activities and site administrators if modified days were approved previously.~~
 - ~~4) An assessment of staff development needs for the following year.~~
 - ~~5) Improved academic performance of students as assessed by multiple measures conducted prior to May 1, if modified days were previously approved. Multiple measures may include, but are not limited to, running records, district and state developed assessments, and teacher observations.~~
 - ~~6) All core curriculum may be taught on modified days but must include Language Arts, Mathematics and, if applicable, ELD. Core curriculum is defined as Language Arts, Mathematics, Social Science, Science, P.E. and Visual and Performing Arts. Non-instructional activities will not occur on modified days. Exceptions to this schedule must receive prior approval from the Superintendent or designee.~~
 - ~~7) A statement of assurance that spirit activities will not be held on modified days.~~~~
 - ~~c. The Educational Services staff shall be available to assist school staffs in plan development from January through April.~~
 - ~~d. The plan must be approved by two thirds of the voting bargaining unit members at the school site. Voting shall be by secret ballot and shall be counted by the STA site representative and site administrator. Voting results shall be recorded as part of the proposal.~~
 - ~~e. No later than May 1, the author(s) of the proposed plan shall present the plan to school site council members, parents, the STA President and certificated staff with adequate time provided for input.~~~~

- ~~f. The plan shall be submitted to the STA President and the Superintendent no later than May 1. If no plan is submitted, the standard schedule as outlined in Article XIII, C will be approved.~~
- ~~g. The Superintendent or designees shall evaluate the proposed plan based on the components stated in Section D, 4, (b) above and shall forward a recommendation to the Board of Education during the month of May.~~
- ~~h. The plan shall be approved or disapproved by the Board of Education no later than June 1. If the plan is not approved, the Board of Education shall state specifically the basis for disapproval. The basis for approval/disapproval shall be based on the components in Section D, 4 (b) above.~~
- ~~//// 8/00 SSD/STA //// 5/06 SSD/STA //// 4/08 SSD/STA~~

ARTICLE XV SALARY PROVISIONS

B. Length of School Year

At the sole discretion of the District, a work year of up to one hundred eighty-five (185) working days may be established. Up to ~~five~~ the equivalent of two and 1/2 (5 2.5) working days may be set aside by the District for ~~in-service education faculty meetings and professional development activities, the dates for which shall.~~ The dates of in-service education working days will be determined by the District. Professional development activities on these days shall include time for grade level and content area collaboration. At least two and 1/2 (2.5) days shall be reserved for teacher preparation activities. Employees who serve more working days or less working days than the number of working days established at the beginning of the school year shall receive only an amount of salary that bears the same ratio to the established annual salary for the position as the number of working days they serve bears to the number of working days established for their job classification at the beginning of the school year. If the state provides increased funding for lengthening the school year, the District, at its discretion, may increase the number of working days for employees. Employees will receive their regular per diem rate for any additional days added to their work year.

The District and school psychologists may mutually agree to extend the school psychologists' work year up to ten (10) additional days. Pay for additional days shall be at daily rate as per Article XV, "Salary Provisions", "Salary Schedule."

E.5. Salary Increase for 2013-14 and 2014-15

- For 2013-14, bargaining unit members shall receive a 2.50% increase to the 2012-13 salary schedule effective July 1, 2013
- For 2014-15, bargaining unit members shall receive a 4.00% increase to the 2013-14 salary schedule effective July 1, 2014

ARTICLE XXIII TERM

A. General Provisions

This agreement shall be for five years – July 1, 201206 - June 30, 201307; July 1, 201307 – June 30, 201408; July 1, 201408 – June 30, 201509; ~~July 1, 2009 – June 30, 2010; July 1, 2010 – June 30, 2011.~~ For the term of this contract there shall be re-openers of salary and benefits plus four (4) articles of each party's choice. By mutual consent, the Association and the District may seek change in any article. The Agreement shall remain in full force and subject to change or amendment by the parties through implementing the following procedure:

1. In the event that neither party gives appropriate written notice to the other of its desire to modify, amend, or terminate specific provisions within the specified time limitations, the Agreement shall remain in full force and effect for at least another year.
2. After appropriate written notice pursuant to the above paragraph has been received and the public notice provisions of Chapter 10.7 of Government Code have been met, the parties agree to meet and negotiate in good faith on specific provisions to be modified, amended, or terminated.
3. Negotiations for 2012-13, 2013-14, and 2014-15 shall be considered closed.

By signing below, I signify that I am in support of bringing this Tentative Agreement to membership for a vote.

 _____ STA President	Date	 _____ District Chief Negotiator	Date
 _____ STA Negotiating Team Member	7/12/13 Date	 _____ District Negotiating Team Member	7-12-13 Date
 _____ STA Negotiating Team Member	7/12/13 Date	 _____ District Negotiating Team Member	7/12/13 Date
 _____ STA Negotiating Team Member	7/12/13 Date	 _____ District Negotiating Team Member	7/12/13 Date
 _____ STA Negotiating Team Member	7/12/13 Date	 _____ District Negotiating Team Member	7/12/13 Date
 _____ STA Negotiating Team Member	7/12/13 Date	_____ District Negotiating Team Member	Date
 _____ STA Negotiating Team Member	7-12-13 Date		

BACKGROUND:

On July 12, 2013, Santee School District entered in to a tentative agreement with Santee Teachers Association (STA). STA leadership notified the District on August 1, 2013 that their membership voted to approve the agreement.

Tonight, the Board of Education will be voting on the tentative agreement with STA. If the Board approves the agreement (Agenda Item E.1.1.) the new bargaining unit contract language will result in time and schedule changes at most schools. These changes will go into effect on October 7, 2013.

According to the new agreement, teachers will vote on or before September 1, 2013 to determine if all schools have a Modified Day or a Regular Day schedule. Both schedules include minimum days during parent-conference week and the last day of school. Following the vote outcome, classified staff that will experience a change in their start and end times will be notified immediately by Human Resources.

It is the desire of the Board of Education and Administration to provide parents adequate advanced notice and time to prepare for changes that may impact child care and student transportation to and from school. Administration presents the following plan to communicate school time and schedule changes to parents and the community.

School Time Changes Parent Communication Plan

1. Write a letter to all parents for distribution on September 3. Include a "refrigerator-friendly" school calendar with all school times.
 - a. Post the letter on the District website
 - b. Post the letter on each school's website
 - c. Post the letter in the offices
2. Post new school times on:
 - a. The District's website
 - b. Each school's website
 - c. In each school office
 - d. At the ERC
3. Principals send a School Messenger message to parents the first week of school
4. Principals send another School Messenger message on Sunday, October 6
5. Principals provide new school time information in their school and/or PTA newsletter
6. Reminders about time changes will be posted on school marques
7. An email will be sent to parents using email addresses in PowerSchool
8. New school times will be distributed at Back-to-School meetings
9. Ask PTA to help distribute new school times information
10. Ask the Santee Patch to publish new school times
11. Distribute information about Out-of-School Time programs to parents

At the beginning of the school year, Principals will work closely with teachers, certificated staff, and classified staff to coordinate and communicate time and schedule changes that will take effect on October 7, 2013.

RECOMMENDATION:

Administration recommends the Board of Education discuss and authorize a communication plan to parents and the community about time and schedule changes that will occur at school beginning October 7, 2013.

FISCAL IMPACT:

The fiscal impact would be \$200 to \$600 in printing expenses for hard copy parent notifications, new schedules, and calendars.

STUDENT ACHIEVMENT:

It is imperative to have a communication plan to notify parents of time and/or schedule changes in a timely manner to allow them to make any needed arrangements for their children's care or transportation to and from school. A smooth transition to new school times will avoid disruptions in student learning.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

BACKGROUND:

The District adopted its General Fund operating budget on June 18, 2013 using assumptions based on the Governor's May Revise issued May 14, 2013. The State Budget was signed into law by the Governor on June 27, 2013.

The District has elected the single-budget adoption cycle. Consequently, E.C. 42127(i)(4) states that, "Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act."

The final budget adopted by the State contained some material changes for public education from the Governor's May Revise. In addition, the District has made some revisions to its expenditures since budget adoption. A summary of significant budget revisions is delineated in the attached table.

RECOMMENDATION:

It is recommended that the Board of Education approve significant revisions to the 2013-14 General Fund operating budget as summarized in the attached table.

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 net decrease of \$679,749 to the fund balance of the Unrestricted General Fund and a net increase of \$1,164,727 to the fund balance of the Restricted General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.1.
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**Schedule of Significant Budget Revisions
2013-14 General Fund**

<i>For 2013-14: as of July 31, 2013</i>	Adopted Budget Fund Balance		Unrestricted		Restricted		Revised Budget Fund Balance (+or-)		
	Unrestrctd	Restrctd	Impact to Income	Impact to Outgo	Impact to Income	Impact to Outgo	Unrestrctd	Restrctd	
Description									
Beginning Fund Balance	8,945,304	209,421							
Change to Fund Balance	56,664	3							
Ending Fund Balance	9,001,968	209,424							
Ending Projected Budget Reserve as % of Total Outgo	24.57%								
Revisions:									
Estimated increase to LCFF revenue in State Adopted Budget			214,973				214,973	0	
Reduction in Mandated Cost Block Grant in State Budget (eliminate BIP)			(118,077)				(118,077)	0	
Eliminate MAA funding due to uncertainty of Federal suspension			(50,000)				(50,000)	0	
One-Time Funding for Common Core Implementation				0	1,242,898	0	0	1,242,898	
Increase to centralized services for expected increases for utilities based on prior yr actuals (Gas & Electric = 15%, Water = 15%, Trash =5%)				31,968			(31,968)	0	
Add 3 FTE Counselors/Social Workers				156,343		78,171	(156,343)	(78,171)	
Reduction to net excess cost revenue from IntraSELPA services			(32,229)		0		(32,229)	0	
Reduction of 2 routes through vacancies for uniform bell schedules				(50,000)			50,000	0	
2.5% salary schedule increase for STA				556,106		0	(556,106)	0	
Net Budget Revisions			14,667	694,416	1,242,898	78,171	(679,749)	1,164,727	
Reconciliation of Fund Balance and Reserves:									
							ESTIMATED Revision to Beginning Fund Balance from Prior Year Closing:	844,825	188,857
							Revised Beginning Fund Balance:	9,790,129	398,278
							Revised Change to Fund Balance:	(623,085)	1,164,730
							Use of Prior Year Carryovers in Current Year:	(323,099)	(281,623)
							Revised Ending Fund Balance:	8,843,945	1,281,384
							Revised ESTIMATED Ending Projected Budget Reserve as % of Total Outgo from Above Revisions:	23.89%	

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Discussion and/or Action Item E.3.2.
Prepared by Karl Christensen
August 6, 2013

Authorization to Disseminate a Request for Proposals/Qualifications (RFP/Q) for Deep Irrigation Water Well System Engineering, Design & Construction at Hill Creek School

BACKGROUND:

The Fiscal Accountability Strategic Action Plan includes a goal to reduce operational costs. Under that goal, the Strategic Action Team developed an Action Item to explore installation of water wells to save on operational costs.

The District incurs the highest cost for irrigation at Hill Creek school. Below is a summary of water costs for irrigation at Hill Creek:

<u>2010-11</u>	<u>2011-12</u>	<u>2012-13E</u>
\$22,145	\$22,251	\$30,000

With an estimated cost of \$120,000, the development of an irrigation water well system could pay for itself within four years and ultimately save hundreds of thousands of general fund dollars. However, there is an inherent risk in this endeavor as the District could incur roughly ½ of that cost to engineer and dig the well and not find water. Nonetheless, Administration believes the rewards outweigh the risk.

On July 2, 2013, the Board authorized the filing of Notice of Exemption through CEQA for the Water Well Irrigation System at Hill Creek School. At this time, staff requests Board authorization to disseminate a Request for Proposal/Qualifications (RFP/Q) to begin the process for selecting a Design-Build entity. There are few vendors in San Diego with the expertise for an endeavor of this magnitude and the work is highly specialized. Legal counsel was contacted to discuss the best strategy for obtaining the services necessary to complete the project. An opinion was obtained that the District could use the newly established informal bidding procedures under the Uniform Public Construction Cost Accounting Act pursuant to Board Policy 3311. This policy allows the use of informal bidding procedures for public works projects up to \$175,000.

The tentative schedule for this RFP/Q process is as follows:

Board Adoption of Categorical Exemption	July 2, 2013
30-Day Filing/Waiting Period	July 3 thru August 1, 2013
Board Initiation of RFP/Q Process	August 6, 2013
Distribution of RFP/Q to Interested Parties	August 7, 2013
RFP/Q Submittals Due Date	August 23, 2013
Board Approval of Contract	September 3, 2013
Design/Construction/Drilling	October, 2013
Pump System/Operation Completion	November, 2013

RECOMMENDATION:

It is recommended that the Board of Education authorize use of Uniform Public Construction Cost Accounting Act informal bid procedures for disseminating an RFP/Q for deep irrigation water well system engineering, design and construction at Hill Creek School.

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 estimated cost of the project is approximately \$120,000 to be funded from irrigation cost savings in the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.2.
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BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item F.

Agenda Item F.

CLOSED SESSION Item G.

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

The Board will go into Closed Session to discuss:

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Agency Negotiators:
 - *Karl Christensen, Assistant Superintendent, Business Services*
 - *Tim Larson, Assistant Superintendent, Human Resources**Employee Organizations: Santee Teachers Association*

2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators:
 - *Karl Christensen, Assistant Superintendent, Business Services*
 - *Tim Larson, Assistant Superintendent, Human Resources**Employee Organization: Classified School Employees Association*

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 Evaluation** (Govt. Code § 54957)
Superintendent

RECONVENE TO PUBLIC SESSION Item H.

ADJOURNMENT Item I.