



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 7, 2012**

District Mission

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

A.	OPENING PROCEDURES – 7:00 p.m.	<u>Page #</u>
1.	Call to Order and Welcome	6
2.	District Mission	
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	<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.</i>	
D.	CONSENT ITEMS	13
	<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	

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

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

	<u>Page #</u>
1.1. <u>Approval of Minutes</u>	14
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
Business Services	
2.1. <u>Approval/Ratification of Travel Requests</u>	34
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	
2.2. <u>Approval/Ratification of Expenditure Warrants</u>	36
It is recommended that the Board of Education approve/ratify expenditure warrants, as presented.	
2.3. <u>Approval/Ratification of Purchase Orders</u>	38
It is recommended that the Board of Education approve/ratify purchase orders for the month of June 2012.	
2.4. <u>Acceptance of Donations</u>	46
It is recommended that the Board of Education accept donations listed in the item.	
2.5. <u>Approval of Consultants and General Service Providers</u>	47
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as listed in the item.	
2.6. <u>Adoption of Resolution to Participate in Schools Excess Liability Fund (SELF)</u>	49
It is recommended that the Board of Education adopt Resolution #1213-04 to Participate in the Schools Excess Liability Fund (SELF).	
Capital Improvement Program	
3.1. <u>Authorization to Declare as Surplus, Sell and/or Dispose of Five (5) Surplus Relocatable Classrooms at Hill Creek School</u>	51
It is recommended that the Board of Education declare as surplus and provide authorization for the sale and/or disposal of five (5) relocatable classrooms at Hill Creek School.	
Educational Services	
4.1. <u>Approval of the 2012-13 Consolidated Application, Part I</u>	52
It is recommended that the Board of Education approve the Consolidated Application, Part I, for the 2012-2013 school year.	
4.2. <u>Adoption of Resolution #1213-01 Designating Personnel and Approval of 2012-13 Child Development Services Contract</u>	53
It is recommended that the Board of Education approve the 2012-13 contract for child development services to operate the State Preschool Program with the California Department of Education and adoption of Resolution #1213-01 designating personnel to sign contract documents for fiscal year 2012-13 as presented.	

4.3.	<u>Approval of Agreement between the Grossmont Union High School District Adult School and the Santee School District for Conducting Adult Education Classes</u>	64
	It is recommended that the Board of Education approve the Agreement with Grossmont Union High School District for Adult Education classes.	
4.4.	<u>Approval of Memorandum of Understanding with Point Loma Nazarene University for Student Teacher Placement</u>	67
	It is recommended that the Board of Education approve the Memorandum of Understanding with Point Loma Nazarene University for student teacher placement effective through August 31, 2015.	
Human Resources/Pupil Services		
5.1.	<u>Personnel, Regular</u>	73
	It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	
5.2.	<u>Approval to Renew Agreement with Frontline Technologies (Aesop) Automated Substitute Calling / Attendance System</u>	77
	It is recommended that the Board of Education approve the agreement with Frontline Technologies for the District's automated substitute calling and attendance system.	
5.3.	<u>Timeline Amendment of Approved of Short-Term Positions</u>	80
	It is recommended that the Board of Education approve the listed short-term positions.	
E.	DISCUSSION AND/OR ACTION ITEMS	81
	<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
Superintendent		
1.1.	<u>Approval of Brochure for Superintendent Search</u>	82
	The Cosca Group will submit a draft Superintendent Recruitment Brochure for Board review. It is recommended that the Board make any desired revisions and approve a final version of the brochure.	
1.2.	<u>CSBA's Pension Reform Belief Statements and Principle Statements</u>	83
	The Board will have the opportunity to review CSBA's Pension Reform belief statements and principle statements.	
Capital Improvement Program		
2.1.	<u>State Grant Priority Funding for New Construction Opportunity Window</u>	87
	It is recommended that the Board of Education engage in discussion regarding the following decision points:	
	<ul style="list-style-type: none">• Whether to submit a Priority Funding Round Application during this window period or to wait until the January 2013 window period;• If decision is made to submit during this window period, which project to submit for; Chet F. Harritt Classroom Addition or Pepper Drive Classroom Addition.	

2.2.	<u>Architect for Construction of Future Capital Improvement Program Projects</u>	91
	It is recommended that the Board of Education authorize executing an Architectural Agreement with Webb-Cleff Architecture for design, construction administration, bidding, and DSA closeout of selected CIP project(s) to be constructed next.	
Educational Services		
3.1.	<u>Approval of 2012-2013 Transitional Kindergarten Program</u>	95
	It is recommended that the Board of Education approve a Transitional Kindergarten program with two to three classes for the 2012-2013 school year	
3.2.	<u>Microsoft Live@edu, Student Access for Grades 6 – 8 and Grades 3-5 Current Cloud Users</u>	97
	It is recommended that the Board of Education approve Live@edu in grades 6 – 8 and for the current cloud users in grades 3 - 5 at all schools in Santee School District.	
3.3.	<u>Approval of Participation in the Microsoft Enrollment Education Solution (EES) Volume Licensing Program</u>	102
	It is recommended that the Board of Education approve Santee School District's participation in the Microsoft Enrollment Education Solution (EES) Volume Licensing Program.	
Human Resources/Pupil Services		
4.1.	<u>Approval of Agreement with Kontraband Interdiction and Detection Services (K.I.D.S.), Inc. for Canine Contraband Detection Services for 2012-2013 School Year</u>	106
	It is recommended that the Board of Education approve the agreement with K.I.D.S. for canine contraband detection services.	
F.	BOARD POLICIES AND BYLAWS	108
1.1.	<u>First Reading: BP 1230</u>	109
	Revised Board Policy 1230, School Connected Organizations is submitted to the Board for a first reading. No action is requested at this time.	
2.1.	<u>Second Reading: BB 9270 Conflict of Interest – Biannual Review</u>	111
	Board Bylaw 9270, Conflict of Interest, is presented to the Board of Education, as per Gov't Code requirement to review biennially, in a second reading. Approval of the review with the recommended revision is requested.	
G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	118
H.	CLOSED SESSION	119
1.	<u>Public Employee Discipline/Dismissal/Release</u> (Govt. Code § 54957)	
2.	<u>Conference with Real Property Negotiators</u> (Govt. Code § 54956.8) <i>Property Address: 10445 Mission Gorge Road, Santee, CA 92071 (property formerly known as Santee School) Agency Negotiator: Karl Christensen, Asst. Superintendent, Business Services</i>	

I. RECONVENE TO PUBLIC SESSION

119

J. ADJOURNMENT

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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 21, 2012, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center.
Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

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

OPENING PROCEDURES ITEM A.

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

2. District Mission

Santee School District 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 7, 2012 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Dr. Patrick Shaw
August 7, 2012

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 7, 2012

Group	Location	Date	Days	Time	Attendance	Fees Applied
Cajon Park Annex Reinterpret (Teacher Resource)	Classroom	7/2/12 - 6/30/13	Mon - Sat	8:00 am - 9:00 pm		
Carlton Hills AYSO	Grass Fields	8/1/12 - 1/31/13	Mon - Sat	7:00 am - 9:00 pm	30 - 50	
Carlton Oaks CSF - Heartlight Aerobics Momentum Tutoring	Outside Classroom	9/26/12 - 6/5/13 9/10/12 - 5/30/13	Wednesday Mon - Thurs	2:35 pm - 3:35 pm 2:30 pm - 4:00 pm	10 - 20 20 - 30	
Chet F. Harritt CSF - Heartlight Aerobics	Kinder Yard	9/26/12 - 6/5/13	Wednesday	12:30 pm - 1:30 pm	10 - 25	
Hill Creek AYSO	Grass Fields	8/1/12 - 11/30/12	Mon - Sat	7:00 am - 9:00 pm	30 - 50	
Pepper Drive AYSO	Upper JH Field	8/1/12 - 11/30/12	Mon - Sat	7:00 am - 9:00 pm	30 - 50	
PRIDE Academy (Prospect Avenue) AYSO CSF - Heartlight Aerobics CSF - Heartlight Aerobics	Grass Fields Outside/Library Outside/Library	8/1/12 - 1/31/13 10/10/12 - 6/12/13 10/3/12	Mon - Sat Wednesday Wednesday	7:00 am - 9:00 pm 1:00 pm - 2:00 pm 11:30 am - 12:30 pm	30 - 50 10 - 20 10 - 20	
Rio Seco Santana National Little League	Baseball Fields	8/1/12 - 11/18/12	Mon - Sun	8:00 am - dark	10 - 100	

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

Schedule of Upcoming Events

Date	Event
August 21	Special Workshop - Conflict of Interest - 6:00 pm. Board Meeting – 7:00 p.m.
August 22	Welcome Back at Trolley Square 7:45 a.m. Teachers Return
August 24	Rio Seco Memorial Garden Dedication 9:00 am at Rio Seco
August 27	First Day of School For Students
August 29	Hill Creek Junior High Building Dedication August 29 th at 6:00 p.m.
September 4	Board Meeting – 7:00 p.m.
September 18	Board Meeting – 7:00 p.m.
October 2	Board Meeting – 7:00 p.m.
October 16	Board Meeting – 7:00 p.m.

Reports and Presentation Item B.2.

School Program Services Year End Report for
2011-12

Prepared by Dr. Pat Shaw
August 7, 2012

BACKGROUND:

Annually, the District provides a year-end report on various aspects of our student population with information compiled from the Educational Services and Pupil Services Departments. The Year End Report is a valuable tool for potential grant applications, evaluating the effectiveness of programs, and determining program need.

The Superintendent will provide the Board of Education with a summary overview and some highlights of the School Services Year End Report for the 2011-12 school year.

Motion: _____ Second: _____ Vote: _____

Agenda Item B.2.

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 Dr. Patrick Shaw
August 7, 2012

BACKGROUND:

Presented for Board approval –

- July 17, 2012, regular meeting minutes
- May 29, 2012, special meeting minutes
- May 30, 2012, special meeting minutes
- May 31, 2012, special meeting minutes
- June 5, 2012, special meeting minutes
- June 25, 2012, special meeting minutes
- June 7, 2012, special meeting minutes
- July 9, 2012, 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 17, 2012
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Bartholomew called the meeting to order at 7:00 p.m. and read the District Mission Statement.

Members present:

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

Administration present:

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

2. President Bartholomew invited the audience to recite the District Mission and then invited Elana Levens Craig, a former parent, to lead the members, staff, and audience in the Pledge of Allegiance.

3. Approval of Agenda

It was moved and seconded to approve the agenda.

Motion: Burns Second: Fox 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. **Technology & Communication Services-New Publications Ordering System**

Bernard Yeo, Director of Information Technology shared information and the process for the new publications ordering software. In the short timeline for implementation, Technology staff has trained staff at all schools and departments and teachers were able to use the new system before then end of the school year. He demonstrated the new web based software and ordering process. Board members felt it was a positive move in efficiency and will be helpful to teachers.

3. **ICOC Annual Report to the Board**

Christina Becker, Director of Maintenance, Operations, and Facilities, presented the annual report from the ICOC. The Committee findings conclude the audits resulted in the highest opinion possible and found that the Bond Funds were accounted for and spent in accordance with the bond language. She shared the new format of the brochure. The Board members liked the format and would like to see some form of this information on the next Santee Magazine page.

Member Burns suggested sending copies of the report to our legislators in Sacramento to show them how the dollars are being spent. President Bartholomew will provide a cover letter.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 2.1. **Acceptance of Donations**
- 2.2. **Approval of Consultants and General Service Providers**
- 2.3. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement**
- 2.4. **Approval of Agreement with City of Santee for Transportation Services**
- 2.5. **Approval of Renewal of Agreement with InterSchola for Surplus Sales**
- 3.1. *Pulled for separate consideration.*
- 3.2. **Approval of Annual Evaluation of the Alternative Education School**
- 3.3. **Approval of Master Agreement and Individual Services Agreement for Residential Treatment Center and Master Contract and Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services**
- 3.4. **Approval/Ratification to Submit San Diego Chargers Grants for Cajon Park and PRIDE Academy at Prospect Avenue Schools**
- 4.1. **Personnel, Regular**
- 4.2. **Approval of Memorandum of Understanding with San Diego Youth Services, Inc. (SDYS) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program**
- 4.3. **Approval of Memorandum of Understanding with San Diego Youth Services – Community Assessment Team**
- 4.4. **Approval of Amendment #1 to Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education**
- 4.5. **Approval to Increase Work Hours for One (1) Food Service Worker I-A Position at Carlton Oaks School**
- 4.6. **Approval of Reduced Workload Agreement**

Member Burns pulled Consent Item D.3.1. for separate consideration. Member Ryan moved to approve the Consent Items, with the exception of D.3.1.

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

D.3.1. **Approval of Outdoor Education Program Agreements with the San Diego County Office of Education** *Pulled by Member Burns for separate consideration.*

Member Burns stated that he is employed by the San Diego County Office of Education and would abstain from voting on this item. Member Ryan moved approval.

Motion: Ryan **Second:** Fox **Vote:** 4-0 (Burns, abstain)

G. DISCUSSION AND/OR ACTION ITEMS

1.1. **Board Policy and Administrative Regulation 5127, Promotion**

This past June during the promotion process, there were some questions brought up by members of the community, as well as Board members, regarding the AR 5127 criteria and appeals process. Administration brought this item to allow for Board discussion and direction.

Member Ryan shared some concerns about the way some appeal processes may have been handled. Board Policy 5127 is extremely general. She recalled that a committee was convened and brought recommendations for the AR. After having a personal experience, it came to her attention that there may need to be some better standardization across the District. She recommended that the Board consider if students will be promoting to high school allowing them to walk in the promotion ceremony. She believes the AR should be reviewed.

Member El-Hajj said it is good that this is coming forward and believes it needs to be refreshed. She said there needs to be some standards and would like the vice principals to be involved in reviewing the AR. Member El-Hajj likes the fact that grades are considered but is worried that the appeals may be denied or upheld depending on the particular staff. Maybe an alternative appeal process should be considered, with consideration of having students sit on the committee. In La Mesa there are attendance and conduct criteria and it may be good to look at what other districts do.

Member Burns agrees that it should go to the committee process. It is important to him that all schools are consistent. He believes not having standards is a disservice to students. The process can teach them a lesson so this may not happen at high school. He suggested that the appeals could be centralized to include stakeholders from all schools. When this AR is discussed in the future, Member Burns would also like to have a discussion about the role of Board members at the promotion ceremonies, as it is different from school to school. Member Ryan said the role of the Board used to be very consistent. PTA would provide a corsage/boutonniere, Board Members passed out the certificates, and the class was presented to the Board. This topic will return to the Board at a later date for further discussion.

Member Fox believes if we are not holding them back, students should walk. He believes we may be doing a disservice to those with a 1.0 or 1.5 GPA by promoting them.

Board members asked administration to convene a committee comprised of a principal, vice principals, teachers, students, and parents to review AR 5127. The committee should look at the criteria for walking in promotion exercises, what it is and what it should be, and examine the appeals process with consideration of centralizing or standardizing the process. Walking if promoting should be presented as a consideration/option and information from other districts should be looked at.

Dr. Shaw will ask Vice Principals when they return, what their process was this past year. He will work to convene committee meetings in September to complete the review by November to attempt to bring information back to the Board by the end of the first trimester.

Member Burns suggested surveying 8th graders on their value of promotion.

1.2. Quail Brush Power Plant Project

Request to Speak: Lori Ziebart, project manager for the Quail Brush project.

Ms. Ziebart apologized that Cogentrix had not been able to provide the Board with all of the information requested. In response to opposition, they have been making modifications to the project to address those concerns. Due to the civil engineering modifications to minimize transmission lines and smokestacks, they must make sure they are in compliance with air emissions rules. Cogentrix will be submitting their request to the CEC who will then begin holding public workshops to cover air emissions impacts on public health, traffic, etc. She urged the Board to attend the public workshops to learn firsthand information about the proposed project before making any decisions.

Member Bartholomew asked about the milestones. Ms. Ziebart said they will return to the Planning Commission this Thursday, July 19. If the initiation is denied, the appeal will go to the San Diego City Council. If approved, they will submit right away to the City who will then work closely with the CEC. The CEC should issue the preliminary staff assessment by November/December. Then workshops for the community will be held with a final decision possibly in January.

Member El-Hajj asked about the changes being made based on public concern. Ms. Ziebart said they are mostly visual but need to still be in compliance. They are looking at clustering the stacks. They are working with a landscape architect firm for colors, walls, etc. They are also looking to reducing the number of transmission lines to the Carlton Hills substation.

Member El-Hajj heard the biggest concern is noise and asked what steps have been taken to mitigate the noise. Ms. Ziebart said the engines will be housed in acoustically designed buildings to minimize the noise. People at West Hills High school will not hear it. It takes a 5 decibel increase before neighbors will hear the sound and we project 1-2 decibels.

Member Ryan asked about the size of other peaker power plants in comparison to the ones in San Diego. She asked if it could be less than 100 megawatts. Ms. Ziebart said SDGE requested proposals and Genco proposed a 100 megawatt plant and that was agreed upon and is now before the Public Utilities Commission.

Dr. Shaw attended the June 28th Planning Commission meeting to request deferral of a decision. There was a large representation by community members there and they wanted a decision to be made. Dr. Shaw reported

that the representatives who spoke shared the same information that was brought to our Board meeting. There was a great intensity in the room from the people who were concerned. Both sides had good questions and well-stated comments. Concerns were expressed for safety, proximity to schools, value to the community, and impact on the community.

President Bartholomew offered several options for Board consideration: a letter of opposition, a resolution opposing the projects, both a letter and resolution, wait for a later date, or do nothing. President Bartholomew personally believes it is an additional thing to demean our community. We have the dump and the prison. To have this power plant here is not ideal. He feels the information is being delayed, which ultimately gives opponents less power. The safety concerns have never been answered.

Member Burns agreed with the negative impacts. He believes our community is becoming a dumping ground for outside agencies. The negative impacts are great concerns. Member Burns supports a letter and a resolution stating the Board's opposition to the project as appropriate. Member Ryan believes it is too early to formally oppose the project. The Board has a responsibility to look at the impact on our students and schools. She has reviewed the comments online and because of some of the concerns, the plan is being amended. She believes we need peaker plants but it is a delicate balance. She would not feel comfortable making a decision until she knows what it will look like and the impact on our students.

Member Fox agrees with Member Ryan that it is too early. He is not crazy about resolutions and would prefer a letter. Member El-Hajj has given this a lot of thought and believes that many things are not as bad or as good as people project. At some point this extra energy will be needed. She does not want it, but realistically some things are going to happen close to this vicinity we don't want. We need to reserve Board positions for issues that really affect our students. She said it is fair to write a letter sharing concerns or to adopt a resolution sharing concerns and it does not serve any purpose to wait, as the concerns will not change. Member Ryan said the Board could address concerns without taking a position.

Member Burns wished to provide direction to Administration to draft language for a letter stating opposition of the currently proposed location of the Quail Brush Power Plant.

President Bartholomew suggested the Board could wait until September to consider formally opposing the project and at this time move forward to put together a letter of concern. The information and additional renderings submitted to the CEC should be available in September and the CEC will begin holding workshops. Following this, the Board may wish to look at this time again.

Member El-Hajj moved to write a letter of concern at this time and write a letter of position when more information is available

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

. President Bartholomew and Member Ryan will draft a letter and submit to Board members to review. The letter will voice concerns to the CEC and the Board hopes to get more information in September. This item should return to the October 1st meeting for consideration to take a position on the projected project. Member Burns stated he did not support this motion because he believes the Board should be taking a leadership position sooner rather than waiting to make a decision.

2.1. Approval of Monthly Financial Report

Karl Christensen reported on the financial transactions through May. The balance includes dollars in the General Fund from the County Treasury Loan. This is the same information presented in the adopted budget last month. Mr. Christensen shared information on the adopted state budget and the impact on the District since the May revise. The mid-year trigger impact would be an increase to \$457 per ADA, reducing revenue by \$100,000 if trigger goes into effect. The Governor would also allow the school years to decrease to 160 days in 2012-13 and 2013-14.

Budget changes since the May Revise are that EMHI funding, AVID funding, and funding for preschool programs under Title 5 were eliminated by line item veto. It is uncertain if this impacts our State preschool, but we are already seeing a reduction in funding for our preschool by about \$10,000.

Member Ryan asked about the projected increase to \$457 per ADA funding reduction and confirmed it is based on the mid-year triggers. Mr. Christensen said the adopted budget is based on the \$441 per ADA reduction. Member Ryan has been hearing if the ballot initiatives don't pass, education will have cuts but the Governor will not allow large cuts by making reductions in other areas. Member Burns moved to approve the Monthly Financial Report for May 2012.

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

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

Member Ryan moved to approve College Preparatory Mathematics (CPM) Grade 8 as one of two District-adopted Algebra programs.

Motion: Ryan Second: Burns Vote: 5-0

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

Dr. Stephanie Pierce shared there is a need to increase the work year for the Coordinator of Assessment and English Learner Department. This position currently has a 200 day work year. The demands on this position have changed drastically. When we stopped using IDMS, Mr. Montler, who currently holds the position, became the report person and has been able to provide on-demand reports. He has also assumed the responsibility of the EL department and has been asked to participate in professional development. His work will increase more as he is being requested to create additional assessments. Dr. Pierce recommended adding 4 additional days to the work year for this position. For the past couple of years there has been a need to have Mr. Montler work additional days and because it is difficult to provide this through comp time, he was paid per diem.

Member Burns supports providing additional days for this position but said there are other employees in the District that fall in the same category. He would like to continue to pay per diem for the 4 days and wait until November and any mid-year reductions to change his contract. Member Ryan said those days would not be counted toward his retirement. There was discussion about the focus on District assessments and the need for providing the information to teachers as needed.

Member Fox moved to increase the position of Coordinator of Assessment and English Learner Department to 204 work days.

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

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

Minnie Malin reported that at the end of the 2008-09 school year, concern developed regarding the number of student incidents involving illegal drugs, alcohol, tobacco, and drug paraphernalia. At that time the Board had requested exploring the use of canine drug detection services as a possible deterrent. However, due to time limitations, this was never implemented. Due to increased concerns this past school year, the Board asked Administration to investigate this service and bring the information to the Board. Mrs. Malin contacted Kontraband Indiction and Detection Services Inc. (KIDS). KIDS primary purpose is to provide a tool to minimize the potential of contraband being brought onto school sites. KIDS would work with site administrators to schedule random days to visit the schools. KIDS recommends an initial presentation at each school site to inform the students about the program and share how the program works so they would not be uncomfortable when the teams came to schools.

The Board discussed the costs for this service and expressed interest after having a large number of students who needed to attend discipline hearings this year. They believe there is a need at schools sites because of some of the things they have seen and heard in the hearings. Member Burns said we have to be extremely consistent and clear in informing parents.

Board members believe this falls under the umbrella of Wellness for student safety. Administration was reminded to be prepared for students with allergies. Board members asked Administration to attend one of their presentations to see if it has value to provide for the students. The cost of this service is \$600 per day for up to 54 days of service. A team can visit 2-3 schools per day.

Member El-Hajj moved to contract with Kontraband Indication for Canine Drug Detection Services for day that would not to exceed \$7,000. They would like a presentation provided for principals and Administration. The Board also recommended checking if they have a video the Board could see and to check with another school district that has used their service.

Motion: *El-Hajj*

Second: *Burns*

Vote: *5-0*

F. BOARD POLICIES AND BYLAWS

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

Board Bylaw 9270, Conflict of Interest was presented to the Board of Education in a first reading as per Gov't Code requirement to review biennially. No action was taken. The Board Bylaw will return for a second reading and request for approval.

G. BOARD COMMUNICATION

Member El-Hajj met with the auditors and conveyed their kudos to the staff for how accommodating they were and appreciated getting the help they needed when they needed it. They spoke highly of the staff. Member El-Hajj said she attended the promotion ceremony at Santee Success. There are a couple of students promoting at the end of summer. She would like to invite them to a Board meeting to give them their certificates. She also attended the ISTE Conference and saw PRIDE Academy students presenting and they were so excited about doing their presentations.

Member Burns thanked Evonn and Linda and everyone else involved for their work organizing the golf tournament. It was a nice event.

Dr. Shaw shared information about a student that is being retained at the request of the parents. The student has a rehabilitation plan in lieu of an expulsion hearing based on the premise of moving to high school next year. Now that the student will be retained, he asked the Board if they would like to move forward with an expulsion hearing or discuss another option.

Member Burns recommends the student meet with the Superintendent and that the parents should not expect placement at the same school. It is not the practice of the Board to keep a student at the same school following an incident involving substance abuse. Dr. Shaw may determine the most appropriate school placement. If the student does not complete the rehabilitation plan, the student will be scheduled for an expulsion hearing and placed at Santee Success Program.

The Board was provided a draft schedule for stakeholder interviews with representatives to seek information needed for the Superintendent search. The Board approved the schedule.

H. CLOSED SESSION

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

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

The Board entered closed session at 9:58 p.m.

J. RECONVENE TO PUBLIC SESSION

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

K. ADJOURNMENT

The July 17, 2012 regular meeting adjourned at 10:25 p.m.

SANTÉE SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION

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

MINUTES
May 29, 2012

A. CALL TO ORDER

The meeting was called to order at 6:00 p.m. by President Bartholomew.

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. CLOSED SESSION

1. Consideration of Student Matters (Ed. Code S48918) Student #4-11, #7-11, and #9-11

The Board entered Closed Session at 6:03 p.m. for student discipline hearings for student #4-11, #7-11, and #9-11. Those present included: Board President Dan Bartholomew, Vice President Dianne El-Hajj, Clerk, Ken Fox, and Members Dustin Burns and Barbara Ryan, Minnie Malin, Assistant Superintendent, and Bob Kull, Coordinator of Pupil Services. Oral and documentary evidence were received. Following the presentation of evidence in all cases, President Bartholomew announced that the Board members would deliberate and all other persons were asked to leave the room.

D. RECONVENE TO OPEN SESSION

The Board reconvened to open session at 8:50 p.m.

It was motioned by Member Ryan to expel student #4-11 from the Santee School District from May 30, 2012, to March 12, 2013, for violations of California Education Code Section 48900 (b) Possessed, sold, or otherwise furnished a weapon of no reasonable use to the pupil at school, 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, and 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2:

- Education Code Section 48915(b)(1): Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student # 4-11 has attended several behavior assemblies and signed the zero tolerance policy. The student was not initially truthful because he did not want to get in trouble for disobeying school rules. The student admitted to knowing that marijuana possession is against the law and still chose to defy board policies and education laws.
- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student # 4-11 was in possession of marijuana on a school campus and this poses a safety risk for all the students who attend that school.

The expulsion was suspended and the student must complete the following elements in a Rehabilitation Plan:

- Remain at current school where student was transferred pending this hearing. Student may not return to previous school.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Adhere to student behavior plan developed by school administration.
- Complete a counseling program by 11/28/12 for anger management and drug/alcohol abuse/prevention/treatment.
- Remain free of illegal substances and participate in drug testing.
- Complete all elements of this Rehabilitation Plan by March 12, 2013 and present documentation to verify completion.

A parent must meet with the Coordinator of Student Behavior by June 5, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: Ryan

Second: El-Hajj

Vote: 5-0

It was motioned by Member Burns to expel student # 7-11 from the Santee School District from May 30, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2:

- Education Code Section 48915(b)(1): Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student #7-11 has attended several behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession of marijuana is illegal, and still chose to defy board policies and education laws.
- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student # 7-11 was in possession of marijuana on a school campus and this poses a safety risk for all the students who attend that school.

The expulsion was suspended and the student must complete the following elements in a Rehabilitation Plan:

- Transfer to another school as determined by administration until June 26, 2012. Student may not return to previous school.
- Maintain 2.0 for academic and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 40 hours of community service by 8/21/12.
- Complete a counseling program by 6/26/12 for anger management and drug/alcohol abuse/prevention/treatment.
- Remain free of illegal substances and participate in drug testing.
- Shall not participate in end-of-year special 8th grade activities or promotion exercises.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 5, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: Burns

Second: Ryan

Vote: 5-0

It was motioned by Member El Hajj to expel student #9-11 from the Santee School District from May 30, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2:

- Education Code Section 48915(b)(1): Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student # 9-11 has attended several behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession of marijuana and drug paraphernalia is illegal, and still chose to defy board policies and education laws.
- Education Code Section 48915(b)(2):Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #9-11 was in possession of drug paraphernalia on a school campus and this poses a safety risk for all the students who attend that school.

The expulsion was suspended and the student will complete the following elements in a Rehabilitation Plan:

- Transfer to another school as determined by administration until June 26, 2012. Student may not return to previous school.
- Maintain 2.0 for academic and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 40 hours of community service by 8/21/12.
- Complete a counseling program by 6/26/12 for anger management and drug/alcohol abuse/prevention/treatment.
- Remain free of illegal substances and participate in drug testing.
- Shall not participate in end-of-year special 8th grade activities or promotion exercises.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 5, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: El-Hajj

Second: Fox

Vote: 5-0

E. ADJOURNMENT

The May 29, 2012 special meeting adjourned 9:45 p.m.

SANTEE SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION

Skidmore Administration Center
9619 Cuyamaca Street
Santee, California

MINUTES
May 30, 2012

A. CALL TO ORDER

The meeting was called to order at 6:08 p.m. by President Bartholomew.

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. CLOSED SESSION

1. Consideration of Student Matters (Ed. Code S48918) Student #6-11, #12-11, and #11-11

The Board entered Closed Session at 6:10 p.m. for student discipline hearings for student #6-11, #12-11, and #11-11. Those present included: Board President Dan Bartholomew, Clerk, Ken Fox, and Members Dustin Burns and Barbara Ryan, Minnie Main, Assistant Superintendent, and Bob Kull, Coordinator of Pupil Services. Oral and documentary evidence were received. Following the presentation of evidence in all cases, President Bartholomew announced that the Board members would deliberate and all other persons were asked to leave the room.

D. RECONVENE TO OPEN SESSION

The Board reconvened to open session at 9:15 p.m.

It was motioned by Member Fox to expel student #6-11 from the Santee School District from May 30, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2:

- Education Code Section 48915(b)(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student # 6-11 has attended several behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession of marijuana and drug paraphernalia is illegal, and still chose to defy board policies and education laws.
- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student # 6-11 was in possession of drug paraphernalia on a school campus and this poses a safety risk for all the students who attend that school.

The expulsion was suspended and the student will complete the following elements in a Rehabilitation Plan:

- Transfer to another school as determined by administration until June 26, 2012. Student may not return to previous school.
- Maintain 2.0 for academic and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 40 hours of community service by 8/21/12.
- Complete a counseling program by 8/26/12 for decision making/peer pressure and drug/alcohol abuse/prevention/treatment.
- Remain free of illegal substances and participate in drug testing.
- Shall not participate in end-of-year special 8th grade activities or promotion exercises.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 5, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: Fox

Second: Ryan

Vote: 4-0

It was motioned by Member Ryan to expel student #12-11 from the Santee School District from May 30, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2:

- Education Code Section 48915(b)(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student # 12-11 has attended several behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession of marijuana and drug paraphernalia is illegal, and still chose to defy board policies and education laws.

- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #12-11 was in possession of and smoked marijuana on the way home from school with other students from the school.

The expulsion was suspended and the student will complete the following elements in a Rehabilitation Plan:

- Transfer to another school as determined by administration until June 26, 2012. Student may not return to previous school.
- Maintain 2.0 for academic and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 40 hours of community service by 8/21/12.
- Complete a counseling program by 6/26/12 for decision making/peer pressure and drug/alcohol abuse/prevention/treatment.
- Remain free of illegal substances and participate in drug testing.
- Shall not participate in end-of-year special 8th grade activities or promotion exercises.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 5, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: Ryan

Second: Fox

Vote: 4-0

It was motioned by Member Burns to expel student #11-11 from the Santee School District from May 30, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (i) Committed an obscene act or engaged in habitual profanity or vulgarity, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

- This action is based on the following Findings of Fact in accordance with California Education Code §48900.2: Education Code Section 48915(b)(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student # 11-11 has attended several behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession of and smoking marijuana is illegal, and still chose to defy board policies and education laws.
- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #11-11 was in possession of marijuana and smoked it on a school campus posing a safety risk for all the students attending that school.

The expulsion was suspended and the student shall complete the following elements in a Rehabilitation Plan:

- Transfer to another school as determined by administration until June 26, 2012. Student may not return to previous school.
- Maintain 2.0 for academic and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 40 hours of community service by 8/21/12.
- Complete a counseling program by 6/26/12 for decision making/peer pressure and drug/alcohol abuse/prevention/treatment.
- Remain free of illegal substances and participate in drug testing.
- Shall not participate in end-of-year special 8th grade activities or promotion exercises.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 5, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: Burns

Second: Ryan

Vote: 4-0

E. ADJOURNMENT

The May 30, 2012 special meeting adjourned 9:30 p.m.

SANTEE SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION

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

MINUTES
May 31, 2012

A. CALL TO ORDER

The meeting was called to order at 6:05 p.m. by President Bartholomew.

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. CLOSED SESSION

1. Consideration of Student Matters (Ed. Code S48918) Student #8-11, #5-11, and #10-11

The Board entered Closed Session at 6:10 p.m. for student discipline hearings for student #8-11, #5-11, and #10-11. Those present included: Board President Dan Bartholomew, Vice President Dianne El-Hajj, Clerk, Ken Fox, and Members Dustin Burns and Barbara Ryan, Minnie Malin, Assistant Superintendent, and Bob Kull, Coordinator of Pupil Services. Oral and documentary evidence were received. Following the presentation of evidence for students #8-11 and #5-11, President Bartholomew announced that the Board members would deliberate and all other persons were asked to leave the room.

Student #10-11 was unavailable to attend the scheduled hearing.

D. RECONVENE TO OPEN SESSION

The Board reconvened to open session at 9:35 p.m.

It was motioned by Member El Hajj to expel student #8-11 from the Santee School District from May 31, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

- This action is based on the following Findings of Fact in accordance with California Education Code §48900.2: Education Code Section 48915(b)(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student #8-11 has attended several behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession of marijuana and drug paraphernalia is illegal, and still chose to defy board policies and education laws.
- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #8-11 was in possession of drug paraphernalia on a school campus and this poses a safety risk for all the students who attend that school.

The expulsion was suspended and the student must complete the following elements in a Rehabilitation Plan:

- Transfer to another school as determined by administration until June 26, 2012. Student may not return to previous school.
- Maintain 2.0 for academic and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 40 hours of community service by 8/21/12.
- Complete a counseling program by 6/26/12 for anger management and drug/alcohol abuse/prevention/treatment.
- Remain free of illegal substances and participate in drug testing.
- Shall not participate in end-of-year special 8th grade activities or promotion exercises.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 5, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: El-Hajj

Second: Fox

Vote: 5-0

It was motioned by Member Burns to expel student #5-11 from the Santee School District from May 31, 2012, to June 26, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (i) Possessed, offered, arranged, or negotiated to sell drug paraphernalia, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

- This action is based on the following Findings of Fact in accordance with California Education Code §48900.2: Education Code Section 48915(b)(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student # 5-11 has attended several behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession and selling of marijuana and drug paraphernalia is against the law and still chose to defy board policies and education laws.
- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student # 5-11 was in possession of and selling marijuana and drug paraphernalia on a school campus posing a safety risk for the students attending that school. In addition, this is the student's second appearance at an expulsion hearing for possession of marijuana and drug paraphernalia.

Motion: Burns

Second: El-Hajj

Vote: 3-2 (Ryan, Fox, no)

E. ADJOURNMENT

The May 31, 2012 special meeting adjourned 9:45 p.m.

SANTEE SCHOOL DISTRICT
SPECIAL MEETING
OF THE BOARD OF EDUCATION

June 5, 2012
MINUTES

Douglas E. Giles
Skidmore Administration Center
9625 Cuyamaca Street
Santee, California

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

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

Administration present:

Minnie Malin, Assistant Superintendent, Human Resources/Pupil Services
Linda Vail, Executive Assistant and Recording Secretary

B. PUBLIC COMMUNICATION

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

C. CLOSED SESSION

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

The Board received the facts alleged, evidence, including written documentation and the testimony of witnesses, regarding the Notice of Recommended Disciplinary Action for employee # 608122.

D. RECONVENE TO PUBLIC SESSION AND ADJOURNMENT

Following the completion of each parties testimony, President Bartholomew reported that the Board needed to adjourn to begin the regular Board meeting and due to time constraint's the Board would not deliberate at this time. The Board would deliberate at future time and provide the employee with their decision within the 30 day time period.

The Board reconvened to public session at 6:58 p.m. and the meeting was adjourned.

Ken Fox, Clerk

Dr. Patrick Shaw, Secretary

SANTEE SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION

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

MINUTES
June 7, 2012

A. CALL TO ORDER

The meeting was called to order at 6:05 p.m. by President Bartholomew.

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. CLOSED SESSION

1. Consideration of Student Matters (Ed. Code S48918) Students #13-11, #14-11, #15-11 and #16-11

The Board entered Closed Session at 6:06 p.m. for student discipline hearings for student #13-11, #14-11, #15-11 and #16-11. Those present included: Board President Dan Bartholomew, Vice President Dianne El-Hajj, and Member Barbara Ryan, Minnie Malin, Assistant Superintendent, and Bob Kull, Coordinator of Pupil Services. Board Clerk, Ken Fox, arrived for the hearings of students #15-11 and #16-11. Oral and documentary evidence were received. Following the presentation of evidence in all cases, President Bartholomew announced that the Board members would deliberate and all other persons were asked to leave the room.

D. RECONVENE TO OPEN SESSION

The Board reconvened to open session at 9:59 p.m.

It was motioned by Member Ryan to expel student #13-11 from the Santee School District from June 8, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

- This action is based on the following Findings of Fact in accordance with California Education Code §48900.2: Education Code Section 48915(b)(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student #13-11 has attended behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession and consumption of another student's prescription is against school rules, and still chose to defy board policies and education laws.
- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #13-11 was in possession of and under the influence of a controlled substance on a school campus which poses a safety risk for all the students attending that school.

The expulsion was suspended, and the student must complete the following elements in a Rehabilitation Plan:

- Remain at current school through June 26, 2012.
- Maintain 2.0 for academic, effort, and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 20 hours of community service by 8/21/12.
- Complete a counseling program by 8/26/12 for decision making/peer pressure and drug/alcohol abuse/prevention/treatment.
- Shall not participate in end-of-year special 8th grade activities or promotion exercises.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 14, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: Ryan

Second: El-Hajj

Vote: 3-0 (Fox, abstain)

It was motioned by Member El-Hajj to expel student #14-11 from the Santee School District from June 8, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

- This action is based on the following Findings of Fact in accordance with California Education Code §48900.2: Education Code Section 48915(b)(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student # 14-11 has attended behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession and consumption of another student's prescription is against school rules, and still chose to defy board policies and education laws.

- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #14-11 was in possession of and under the influence of a controlled substance on a school campus which poses a safety risk for all the students attending that school.

The expulsion was suspended, and the student must complete the following elements in a Rehabilitation Plan:

- Remain at current school through June 26, 2012.
- Maintain 2.0 for academic, effort, and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 20 hours of community service by 8/21/12.
- Complete a counseling program by 6/26/12 for decision making/peer pressure and drug/alcohol abuse/prevention/treatment.
- Shall not participate in end-of-year special 8th grade activities or promotion exercises.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 14, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: El-Hajj

Second: Ryan

Vote: 3-0 (Fox, abstain)

It was motioned by Member El-Hajj to expel student #15-11 from the Santee School District from June 8, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2:

- Education Code Section 48915(b)(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student #15-11 has attended behavior assemblies, signed the zero tolerance policy, admitted to knowing that possession and consumption of another student's prescription is against school rules, and still chose to defy board policies and education laws.
- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #15-11 was in possession of and under the influence of a controlled substance on a school campus which poses a safety risk for all the students attending that school.

The expulsion was suspended, and the student must complete the following elements in a Rehabilitation Plan:

- Remain at the current school through June 26, 2012.
- Maintain 2.0 for academic, effort, and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 20 hours of community service by 8/21/12.
- Complete a counseling program by 6/26/12 for decision making/peer pressure and drug/alcohol abuse/prevention/treatment.
- Shall not participate in end-of-year special 8th grade activities but may participate in the promotion exercise.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 14, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: El-Hajj

Second: Fox

Vote: 4-0

It was motioned by Member Fox to expel student #16-11 from the Santee School District from June 8, 2012, to August 21, 2012, for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of a controlled substance, 48900 (d) Offered, arranged or negotiated to sell a substance represented to be a controlled substance, 48900 (k) Disrupted school activities, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2:

- Education Code Section 48915(b)(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. The facts that support this conclusion are: Student # 16-11 has attended behavior assemblies, signed

the zero tolerance policy, admitted to knowing that possession and selling of prescription medication is against the law & school rules and still chose to defy board policies and education laws. This is the student's second incident with prescription medication on a school campus. She also had a previous incident with bringing alcohol on a school campus.

- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #16-11 was in possession of and distributed prescription medication to other students on a school campus posing a safety risk for all the students at that school.

The expulsion was suspended, and the student must complete the following elements in a Rehabilitation Plan:

- Remain at the current school through June 26, 2012.
- Maintain 2.0 for academic, effort, and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 20 hours of community service by 8/21/12.
- Complete a counseling program by 6/26/12 for decision making/peer pressure and drug/alcohol abuse/prevention/treatment.
- Shall not participate in end-of-year special 8th grade activities or promotion exercises.
- Complete all elements of this Rehabilitation Plan by August 21, 2012 and present documentation to verify completion. Upon verification of completion, student diploma will be released.

A parent must meet with the Coordinator of Student Behavior by June 14, 2012, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action. Upon satisfactory completion of all activities in the rehabilitation plan, the student record will be expunged of this expulsion order.

Motion: Fox

Second: El-Hajj

Vote: 4-0

E. ADJOURNMENT

The June 7, 2012 special meeting adjourned at 10:05 p.m.

SANTEE SCHOOL DISTRICT
SPECIAL MEETING
OF THE BOARD OF EDUCATION

June 25, 2012

MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

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

Administration present:

Linda Vail, Executive Assistant and Recording Secretary

B. PUBLIC COMMUNICATION

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

C. DISCUSSION AND/OR ACTION ITEMS

1. **Review of Proposals, Interviews, and Selection of Superintendent Search Firm**

The Board of Education received and reviewed proposals from two (2) Executive Search firms to determine whose proposals seem most in line with the District's interests. The two firms were Dave Long and Associates and The Cosca Group. Representatives from each firm presented information on their process and answered questions posed by Board members.

Pat Novatny, John Anderson, and Joe Condon from Dave Long and Associates provided background on their firm. They are the newest of the search firms but have the longest history with many of their consultants coming from CSBA's search group. They have 34-35 search consultants with many years of experience. The Board designs the search and consultants work with Board to develop the leadership style they prefer. After meeting with stakeholders, the Board will define the leader they are looking for. They will bring all applicants to the Board but will recommend a specific number of candidates.

Ken Noonan from The Cosca Group provided information about their firm and the extensive experience of their consultants. Mr. Noonon shared the process they use to recruit qualified Superintendent candidates. They conduct stakeholder interviews at the direction of the Board over a 2 or 3 day period. The candidate information for every applicant will be provided to the Board and the Board will select the candidates to interview. When a finalist is selected they will help assist in the process and return later to provide a leadership transition workshop if desired.

Following the presentation, Board members discussed the options presented from both firms. Member El-Hajj moved to select The Cosca Group for a Superintendent search.

Motion: El-Hajj

Second: Fox

Vote: 4-1 (Ryan, no)

Board members discussed their decision to use the services of a Superintendent Search firm, especially during the current fiscal uncertainty of the State budget allocations. The District does not have the resources to conduct this search. There is a need for a third party to get stakeholder feedback and have the ability to reach far to recruit qualified candidates. Hiring an educational leader for the school district is the most important decision the Board makes and they believe they owe it to the community to conduct a comprehensive search.

D. ADJOURNMENT

With no further business to be discussed, the meeting was adjourned at 8:00 p.m.

Ken Fox, Clerk

Dr. Patrick Shaw, Secretary

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

July 9, 2012
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome
President Bartholomew called the meeting to order at 5:35 p.m.
Members present:
 Barbara Ryan, President
 Dan Bartholomew, Vice President
 Dianne El-Hajj, Clerk
 Ken Fox, Member
 Dustin Burns, Member
Staff present:
 Administration present:
 Linda Vail, Executive Assistant and Recording Secretary

B. PUBLIC COMMUNICATION

There were no comments from the public.

C. DISCUSSION AND/OR ACTION ITEMS

1. Approval of Agreement with The Cosca Group as a Consultant for a Superintendent Search for Santee School District

Board members reviewed the agreement with The Cosca Group. Board members desired to change Section III (Item 4) to replace the word Superintendent with Governing Board. Member Ryan moved to approve the presented agreement with The Cosca Group to serve as a consultant to the Santee School District to perform the search and recruitment of a Superintendent, with the change in Section III (Item 4) to replace Superintendent with Governing Board.

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

2. Initiation of Timeline and Process for the Search and Selection of a Superintendent

Ken Noonan and Dr. George Bloch, from the Cosca Group, presented a proposed process and timeline for a Superintendent search. The Board desires a new Superintendent to begin by November 1, 2012. A timeline was created with this goal date and to provide a six-week recruitment period, which was highly recommended by the consultants. The stakeholder interviews will be held on July 30 and 31, 2012. The Board will meet with the consultants on August 6, 2012 to receive the input from the stakeholder interviews and establish priority strengths, needs, and characteristics desired in a new Superintendent.

3. Begin Phase I of the Search and Selection Process for a Superintendent

The Board began Phase I of the process, which included:

- a) The Board established communication norms for the consultant and the Board members.
The norms include:
 - Communication will be with Board President and/or the Executive Assistant to distribute to the Board members
 - President Bartholomew will be the point of contact
 - Board member may call consultants as desired
 - Email correspondence will be copied to Executive Assistant
 - Consultant will not withhold information from the Board
 - The Consultant will share all community information with the Board (Charted)
- b) The Board identified some of the strengths of the District:
 - 24 to I (CSR K-3)
 - K-8 model
 - High Expectations
 - Test scores
 - Fiscal stability
 - Preschool program
 - Stability of Employees
 - Approach to technology

- Early Admission to Kindergarten
 - Facility Modernization and New Construction
 - Seventh Superintendent Since 1881
 - Before and After-School Care
 - Strong Community Involvement
 - Dedicated and Stable Board of Education
 - Dedicated Teachers and Staff
 - Innovative, Creative and Hardworking Staff
- c) The Board identified the needs/critical issues facing the District:
- Continuing Fiscal Solvency
 - Stronger culture of communication
 - Resources for technology
 - Reaching next level of academic student achievement
 - Implementation of new Strategic plan
 - Completion of Modernization (Prop R)
 - K-8 grade configuration hinders offering electives
 - Resources for professional development
 - Asset management
- d) The Board identified some of the characteristics desired of a Superintendent:
- Background in implementation of strategic plan
 - Strong curriculum leader able to articulate a mission
 - High expectations for all students
 - Proven record for improving academic achievement
 - Visionary beyond the current crisis's and plans for district's future needs
 - Demonstrated experience and understanding of current trends
 - Can work with an involved Board of Education
 - Knowledge of school finance
 - Doctorate desired
 - A leader people want to follow
 - Site experience as a teacher, principal, administrator in district office
 - Excellent communicator who conducts business in a transparent manner
 - Is proactive and visible in the schools and community
- e) The Board identified the groups and individuals representing community members, students, parents, teachers, classified employees, and administrators to provide input regarding strengths, needs/critical issues and characteristics desired of a Superintendent.
- Principals
 - Vice Principals
 - High School Principals and students
 - STA Board
 - CSEA Board
 - Certificated Employees
 - Classified Employees
 - PTA Presidents and School Site Councils
 - Service Organizations
 - Parents
 - Professional Leadership Team (Certificated, Classified)
 - DELAC
 - Board Advisory Committees
 - Special Education Parent Advisory Committee
 - City Council, Water Board, City Manager
 - Current and past Superintendents
 - Executive Council members
 - An evening meeting for parents and as a community forum.

D. ADJOURNMENT

The July 9, 2012 special meeting was adjourned.

Ken Fox, Clerk

Dr. Patrick Shaw, Secretary

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$1,478, 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 7, 2012

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Tuesday, 08/07/12	Lynne Shevinsky Tonya Hendrix	Rio Seco Rio Seco	AVID Summer Institute 2012 Strands	San Diego	\$0 \$0	\$739 \$739	Prof Devipmt Block Grant Prof Devipmt Block Grant	The focus of this 3-day institute is to provide AVID teachers with additional training and resources for the AVID program at Rio Seco School

Consent Item D.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Karl Christensen
 August 7, 2012

BACKGROUND:

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

Commercial Warrants issued for the period of June 2012:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-056142 TO 12-068453	\$450,287.45
09 00	N/A	\$0.00
12 06	N/A	\$0.00
13 00	12-056189 TO 12-068478	\$127,783.88
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39 / 21 08	12-056205 TO 12-068481	\$465,906.49
25 18	12-062400 TO 12-065879	\$2,697.60
25 38	N/A	\$0.00
35-00	N/A	\$0.00
40-00	12-061426 TO 12-065880	\$3,592.35
63 00	12-056208 TO 12-068483	\$1,420.76
		\$1,051,688.53

Student Body Warrants issued for the period of June 2012:

\$14,615.47

Payroll Warrant #'s beginning 10-135243 through 10-135303 and 10-245217 through 10-245611, and 10-139177 through 10-139352:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$661,530.69
06 00	\$251,167.58
12 06	\$3,140.50
13 00	\$30,545.97
25-18	\$561.83
63 00	\$164,628.03
\$1,111,574.60	

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 \$2,177,878.60 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

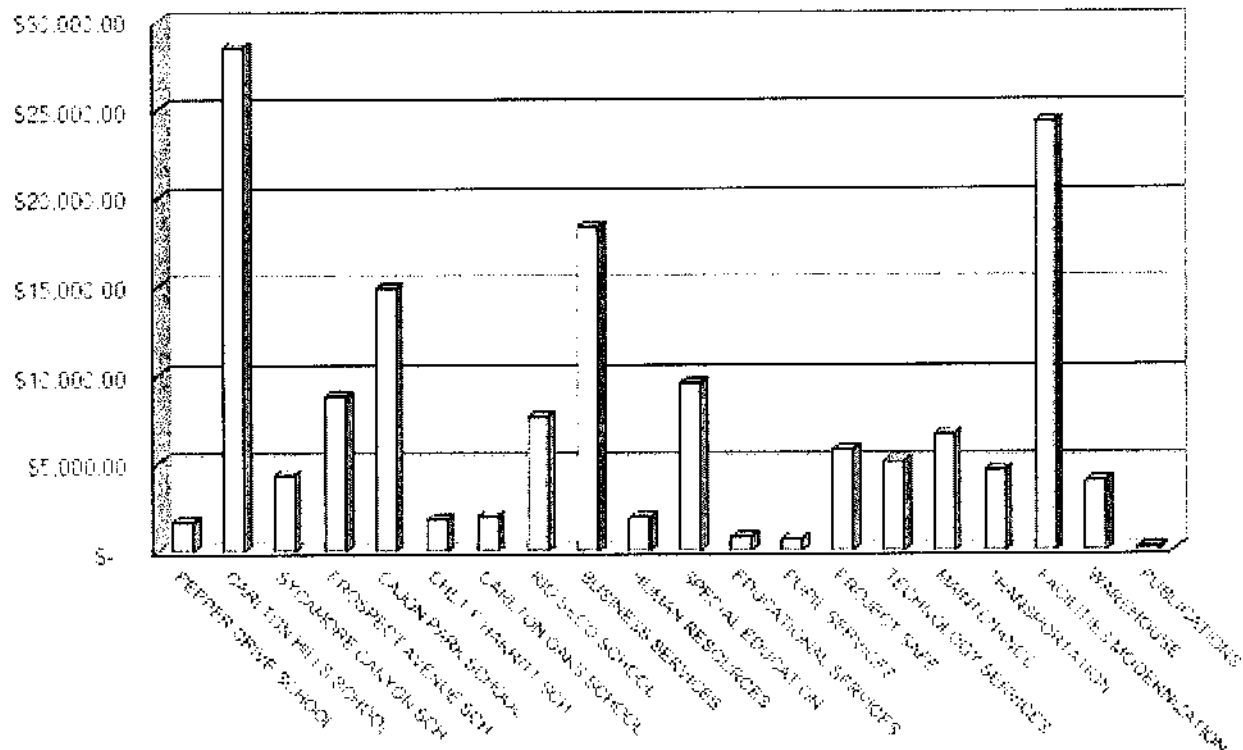
This is a fiscal item. All fiscal resources impact student achievement.

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.

**PURCHASE ORDER REPORT
 JUNE 2012**



*The Carlton Hills School purchase orders include payments for computer equipment and software licenses.
 The Facilities Modernization purchase orders include payments for various professional services needed for the Capital Improvement Program such as specialized consulting.*

RECOMMENDATION:

Administration recommends approval of purchase orders #111366 through #111474 issued June 1, 2012 through June 30, 2012.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of \$151,131.69 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 2012-13

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 2012

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
110031	7/7/2011	03-00	CANON BUSINESS SOLUTIONS INC COPIER AT CARLTON OAKS	064	BOARD APPROVED AMOUNT INCREASE ANNUAL P.O.	\$1,200.00 \$200.00
					NEW TOTAL	\$1,400.00
110136	7/12/2011	03-00	SPARKLETTS DRINKING WATER FOR D.O. & ERC	064	BOARD APPROVED AMOUNT INCREASE ANNUAL P.O.	\$800.00 \$230.00
					NEW TOTAL	\$1,030.00
110137	7/12/2011	63-00	SPARKLETTS DRINKING WATER FOR PROJECT SAFE	072	BOARD APPROVED AMOUNT INCREASE ANNUAL P.O.	\$125.00 \$20.00
					NEW TOTAL	\$145.00
110624	10/20/2011	03-00	FLAGSHIP CRUISES & EVENTS ADDITIONAL ATTENDEES	008	FIELD TRIP ADMISSIONS OVER 10%	\$2,905.00 \$665.00
					NEW TOTAL	\$3,570.00
110639	10/24/2011	03-00	DELTACARE PMI RECONFIGURED \$ AMOUNT	065	MONTHLY COBRA DENTAL PYMT OVER 10%	\$234.45 \$153.18
					NEW TOTAL	\$387.63
111270	5/9/2012	03-00	SPARKLETTS DRINKING WATER ESTIMATE	005	DRINKING WATER FOR PRIDE OVER 10%	\$30.00 \$30.00
					NEW TOTAL	\$60.00
111296	5/17/2012	03-00	ZOOLOGICAL SOCIETY OF SAN DIEGO ADDITIONAL ATTENDEES	008	FIELD TRIP ADMISSIONS OVER 10%	\$130.00 \$50.00
					NEW TOTAL	\$180.00
111321	5/25/2012	21-39	WISEMAN & ROHY ADDED ADDITIONAL MONTH OF BILLING	005 007 010	A&E STRUCTURAL ENGINEERING OVER 10%	\$11,148.88 \$7,289.28
					NEW TOTAL	\$18,438.16

111322	5/25/2012	21-39	C&V CONSULTING INC ADDED ADDITIONAL MONTH OF BILLING	005	A&E CIVIL ENGINEERING	\$2,021.25
				007	OVER 10%	\$1,751.75
				010		
					NEW TOTAL	\$3,773.00
111323	5/25/2012	21-39	TURPIN & RATTAN ADDED ADDITIONAL MONTH OF BILLING	005	A&E ELECTRICAL ENGINEERING	\$6,401.35
				006	OVER 10%	\$7,454.02
				007		
				010		
			NEW TOTAL	\$13,855.37		
111324	5/25/2012	21-39	MERRICK & ASSOCIATES ADDED ADDITIONAL MONTH OF BILLING	005	A&E MECHANICAL ENGINEERING	\$2,062.50
				006	OVER 10%	\$4,211.50
				007		
				010		
			NEW TOTAL	\$6,274.00		

PURCHASE ORDER LISTING - JUNE 2012
BY SITE

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
111393	6/11/2012	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 384.00	002	PEPPER DRIVE SCHOOL
111432	6/20/2012	3	KNOTT'S BERRY FARM	ADMISSIONS	\$ 1,299.35	002	PEPPER DRIVE SCHOOL
				TOTAL	\$ 1,683.35		PEPPER DRIVE SCHOOL
111390	6/11/2012	3	GATEWAY FUND RAISING SERVICE	FUNDRAISER - CH	\$ 2,520.00	003	CARLTON HILLS SCHOOL
111402	6/11/2012	3	SCHOOL TOURS OF AMERICA	FUNDRAISER - CH	\$ 1,170.71	003	CARLTON HILLS SCHOOL
111409	6/13/2012	6	CDW GOVERNMENT INC	SERVER LICENSES	\$ 674.24	003	CARLTON HILLS SCHOOL
111410	6/13/2012	6	PC MALLGOV	SOFTWARE LICENSES	\$ 332.72	003	CARLTON HILLS SCHOOL
111411	6/13/2012	6	CDW GOVERNMENT INC	COMPUTER EQUIPMENT	\$ 11,160.99	003	CARLTON HILLS SCHOOL
111413	6/15/2012	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - CH	\$ 1,366.04	003	CARLTON HILLS SCHOOL
111414	6/15/2012	3	KNOTT'S BERRY FARM	SAFETY PATROL FIELD TRIP	\$ 2,698.65	003	CARLTON HILLS SCHOOL
111440	6/20/2012	6	DELL MARKETING L.P.	COMPUTER	\$ 6,307.28	003	CARLTON HILLS SCHOOL
111441	6/20/2012	6	DELL MARKETING L.P.	PRINTER	\$ 1,040.52	003	CARLTON HILLS SCHOOL
111457	6/25/2012	3	CARLTON OAKS COUNTRY CLUB	8TH GRADE PROMOTION EVENT	\$ 1,218.00	003	CARLTON HILLS SCHOOL
				TOTAL	\$ 28,489.15		CARLTON HILLS SCHOOL
111380	6/5/2012	3	SAN DIEGO NAT'L HISTORY MUSEUM	ASSEMBLY FEES	\$ 155.00	004	SYCAMORE CANYON SCH
111382	6/6/2012	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR	\$ 2,899.14	004	SYCAMORE CANYON SCH
111389	6/11/2012	3	SEHI/PROCOMP COMPUTER PRODUCTS	ELECTRONIC EQUIPMENT - SC	\$ 490.50	004	SYCAMORE CANYON SCH
111403	6/11/2012	3	BIRCH AQUARIUM AT SCRIPPS	ADMISSIONS	\$ 779.00	004	SYCAMORE CANYON SCH
				TOTAL	\$ 4,323.64		SYCAMORE CANYON SCH
111375	6/5/2012	6	ANSMAR PUBLISHERS INC	CLASSROOM MATERIALS	\$ 682.95	005	PROSPECT AVENUE SCH
111383	6/6/2012	3	ZOOLOGICAL SOCIETY OF	ADMISSIONS	\$ 120.00	005	PROSPECT AVENUE SCH
111431	6/19/2012	3	TROXELL COMMUNICATIONS INC	TECHNOLOGY EQUIPMENT	\$ 7,378.68	005	PROSPECT AVENUE SCH
111438	6/20/2012	3	BOOMERS! EL CAJON	ADMISSIONS	\$ 582.47	005	PROSPECT AVENUE SCH
				TOTAL	\$ 8,764.10		PROSPECT AVENUE SCH
111366	6/1/2012	3	CDW GOVERNMENT INC	COMPUTER EQUIPMENT	\$ 1,976.65	006	CAJON PARK SCHOOL
111367	6/1/2012	3	DELL MARKETING L.P.	COMPUTER	\$ 2,322.72	006	CAJON PARK SCHOOL
111368	6/1/2012	3	PC MALLGOV	SOFTWARE LICENSES	\$ 124.77	006	CAJON PARK SCHOOL
111381	6/6/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 296.30	006	CAJON PARK SCHOOL
111385	6/6/2012	3	BIRCH AQUARIUM AT SCRIPPS	ADMISSIONS	\$ 600.00	006	CAJON PARK SCHOOL
111424	6/18/2012	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - CP	\$ 2,539.05	006	CAJON PARK SCHOOL
111425	6/18/2012	3	SKEDADDLE FUNDRAISERS	6TH GRADE CAMP FUNDRAISER - CP	\$ 6,287.00	006	CAJON PARK SCHOOL
111427	6/19/2012	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 564.00	006	CAJON PARK SCHOOL
111428	6/19/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES-SUMMER SCH	\$ 86.29	006	CAJON PARK SCHOOL
111461	6/26/2012	3	SKEDADDLE FUNDRAISERS	FUNDRAISER - CP	\$ 36.00	006	CAJON PARK SCHOOL
				TOTAL	\$ 14,832.78		CAJON PARK SCHOOL
111426	6/18/2012	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 538.23	007	CHET F HARRITT SCH
111466	6/27/2012	3	CARLTON OAKS COUNTRY CLUB	8TH GRADE PROMOTION CATERING	\$ 1,239.00	007	CHET F HARRITT SCH
				TOTAL	\$ 1,777.23		CHET F HARRITT SCH
111377	6/5/2012	3	SKATE WORLD	ADMISSIONS	\$ 400.00	008	CARLTON OAKS SCHOOL
111434	6/20/2012	3	UNITED PARCEL SERVICE	SHIPPING CHARGES	\$ 9.60	008	CARLTON OAKS SCHOOL

111454	6/22/2012	3	KNOTT'S BERRY FARM	ADMISSIONS	\$ 1,579.21	008	CARLTON OAKS SCHOOL
				TOTAL	\$ 1,988.81		CARLTON OAKS SCHOOL
111369	6/1/2012	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 740.00	009	RIO SECO SCHOOL
111370	6/1/2012	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 568.00	009	RIO SECO SCHOOL
111371	6/1/2012	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 596.00	009	RIO SECO SCHOOL
111378	6/5/2012	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 3,744.00	009	RIO SECO SCHOOL
111379	6/5/2012	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 500.00	009	RIO SECO SCHOOL
111384	6/6/2012	3	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	\$ 826.00	009	RIO SECO SCHOOL
111408	6/12/2012	3	CDW GOVERNMENT INC	COMPUTER EQUIPMENT	\$ 658.88	009	RIO SECO SCHOOL
				TOTAL	\$ 7,632.88		RIO SECO SCHOOL
111394	6/11/2012	3	EAST COUNTY CALIFORNIAN	LEGAL AD	\$ 66.50	064	BUSINESS SERVICES
111395	6/11/2012	3	SAN DIEGO COUNTY SCHOOL BOARDS	ADMISSIONS	\$ 65.00	064	BUSINESS SERVICES
111396	6/11/2012	3	ACCELIFY	LEA CLAIMS	\$ 4,676.62	064	BUSINESS SERVICES
111397	6/11/2012	40	BEST BEST & KRIEGER LLP	LEGAL SERVICES	\$ 218.29	064	BUSINESS SERVICES
111404	6/11/2012	3	6 OFFICE DEPOT INC	OFFICE SUPPLIES - ALL SITES	\$ 4,462.52	064	BUSINESS SERVICES
111405	6/11/2012	63	OFFICE DEPOT INC	OFFICE SUPPLIES - PROJ. SAFE	\$ 472.53	064	BUSINESS SERVICES
111423	6/18/2012	3	OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - ALL SITES	\$ 4,817.66	064	BUSINESS SERVICES
111437	6/20/2012	3	NATIONAL UNIVERSITY	REFUND OF OVERPAYMENT	\$ 300.00	064	BUSINESS SERVICES
111444	6/22/2012	3	AT&T TELECONFERENCE SERVICES	TELECONFERENCE SVCS	\$ 14.87	064	BUSINESS SERVICES
111445	6/22/2012	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT DELIVERIES	\$ 190.07	064	BUSINESS SERVICES
111446	6/22/2012	25	18 WELLS FARGO BANK	COPS	\$ 2,300.00	064	BUSINESS SERVICES
111447	6/22/2012	3	STUTZ, ARTIANO, SHINOFF &	LEGAL SERVICES	\$ 702.20	064	BUSINESS SERVICES
111448	6/22/2012	40	BEST BEST & KRIEGER LLP	LEGAL SERVICES	\$ 70.00	064	BUSINESS SERVICES
				TOTAL	\$ 18,356.26		BUSINESS SERVICES
111374	6/4/2012	3	O'CONNELL, TARA	REIMBURSEMENT - OVERPYMT	\$ 504.75	065	HUMAN RESOURCES
111467	6/28/2012	3	SCSEBA	COBRA PAYMENT	\$ 1,397.04	065	HUMAN RESOURCES
				TOTAL	\$ 1,901.79		HUMAN RESOURCES
111373	6/4/2012	6	GROSSMONT UNION HIGH	TRANSPORTATION SERVICES	\$ 200.00	067	SPECIAL EDUCATION
111401	6/11/2012	6	CAJON VALLEY UNION SCHOOL	NPS	\$ 4,583.99	067	SPECIAL EDUCATION
111442	6/21/2012	6	CAJON VALLEY UNION SCHOOL	SELPA	\$ 2,727.73	067	SPECIAL EDUCATION
111443	6/21/2012	6	GROSSMONT UNION HIGH	TRANSPORTATION	\$ 125.00	067	SPECIAL EDUCATION
111449	6/22/2012	6	PIONEER DAY SCHOOL	NPS	\$ 1,866.72	067	SPECIAL EDUCATION
				TOTAL	\$ 9,503.44		SPECIAL EDUCATION
111436	6/20/2012	3	UNITED PARCEL SERVICE	SHIPPING CHARGES	\$ 16.14	068	EDUCATIONAL PROJECTS
111451	6/22/2012	6	WARTAN, SUSIK	CONSULTANT SERVICES	\$ 501.00	069	EDUCATIONAL SERVICES
111452	6/22/2012	6	SAWAYA, NADA	CONSULTANT SERVICES	\$ 265.00	069	EDUCATIONAL SERVICES
				TOTAL	\$ 782.14		EDUCATIONAL SERVICES
111420	6/15/2012	6	SAN DIEGO YOUTH & COMMUNITY	YOUTH SERVICES	\$ 700.00	070	PUPIL SERVICES
				TOTAL	\$ 700.00		PUPIL SERVICES
111439	6/20/2012	63	DELL MARKETING L.P.	COLOR PRINTER	\$ 352.65	072	PROJECT SAFE
111460	6/26/2012	6	MAD SCIENCE OF SAN DIEGO	SCIENCE PROGRAM - OOST	\$ 4,497.50	072	PROJECT SAFE
111463	6/27/2012	63	EWG MINISTRIES & GARMENT PTG	T-SHIRTS FOR OOST	\$ 237.06	072	PROJECT SAFE
111474	7/5/2012	63	SAVE-A-LIFE EDUCATORS INC	CPR TRAINING	\$ 630.00	072	PROJECT SAFE
				TOTAL	\$ 5,717.21		PROJECT SAFE

111372	6/4/2012	3	COMPUTER PROTECTION TECHNOLOGY	UPS SYSTEM EQUIP MAINT-11/12FY	\$ 2,560.00	073	TECHNOLOGY SERVICES
111412	6/13/2012	3	6 TECH4LEARNING	LICENSES	\$ 2,480.00	073	TECHNOLOGY SERVICES
111469	6/28/2012	3	UNITED PARCEL SERVICE	SHIPPING CHARGES	\$ 17.38	073	TECHNOLOGY SERVICES
					TOTAL \$	5,057.38	TECHNOLOGY SERVICES
111376	6/5/2012	6	MAYER REPORGRAPHICS, INC.	PLANS/PRINTS FOR PAVING PROJ.	\$ 280.36	075	MAINTENANCE
111415	6/15/2012	6	DECKER EQUIPMENT	CHAIR FEET	\$ 319.41	075	MAINTENANCE
111433	6/20/2012	3	ALL CITIES PEST CONTROL	PEST CONTROL	\$ 430.00	075	MAINTENANCE
111453	6/22/2012	3	GRAVEL 'N GRIT INC	GROUNDS SUPPLIES - CP	\$ 1,103.36	075	MAINTENANCE
111455	6/25/2012	3	ALL CITIES PEST CONTROL	GOPHER REMOVAL SERVICES	\$ 215.00	075	MAINTENANCE
111456	6/25/2012	6	RIVER FIRE & SECURITY, INC.	ELECTRICAL REPAIRS	\$ 554.00	075	MAINTENANCE
111458	6/25/2012	6	A&D FIRE SPRINKLERS, INC.	PLUMBING REPAIRS	\$ 2,351.50	075	MAINTENANCE
111465	6/27/2012	6	JOHNSON, FINCH & MCCLURE	DOOR REPAIRS - CO	\$ 1,358.00	075	MAINTENANCE
					TOTAL \$	6,611.63	MAINTENANCE
111386	6/7/2012	6	ROADONE	TOWING SERVICES FOR BUS	\$ 110.00	076	TRANSPORTATION
111387	6/7/2012	6	DREW FORD	MAINT. VEHICLE REPAIRS	\$ 36.01	076	TRANSPORTATION
111388	6/7/2012	6	AUTO ZONE	VEHICLE REPAIRS & MAINT.	\$ 84.02	076	TRANSPORTATION
111391	6/11/2012	6	MIRAMAR TRUCK CENTER	BUS REPAIRS & MAINTENANCE	\$ 335.70	076	TRANSPORTATION
111392	6/11/2012	6	A-Z BUS SALES, INC.	BUS REPAIRS & MAINTENANCE	\$ 3,076.64	076	TRANSPORTATION
111429	6/19/2012	6	INTERSTATE BATTERY OF	SHOP SUPPLIES	\$ 64.11	076	TRANSPORTATION
111430	6/19/2012	6	RELIABLE TIRE INC	WASTE DISPOSAL FEES	\$ 102.00	076	TRANSPORTATION
111450	6/22/2012	6	GROSSMONT UNION HIGH	BUS DRIVER SUBSTITUTE	\$ 780.50	076	TRANSPORTATION
					TOTAL \$	4,588.98	TRANSPORTATION
111406	6/11/2012	21	39 ESCONDIDO REPROGRAPHICS	LARGE FORMAT PRINTING EXPENSES	\$ 769.68	077	FACILITIES MODERNIZATION
111407	6/11/2012	40	ESCONDIDO REPROGRAPHICS	LARGE FORMAT PRINTING EXPENSES	\$ 76.16	077	FACILITIES MODERNIZATION
111416	6/15/2012	21	39 TURPIN & RATTAN	A&E SERVICES FOR MODERNIZATION	\$ 7,250.00	077	FACILITIES MODERNIZATION
111417	6/15/2012	21	39 WISEMAN + ROHY	A&E SERVICES FOR MODERNIZATION	\$ 4,227.00	077	FACILITIES MODERNIZATION
111418	6/15/2012	21	39 MERRICK & ASSOCIATES	A&E SERVICES FOR MODERNIZATION	\$ 3,000.00	077	FACILITIES MODERNIZATION
111419	6/15/2012	21	39 TRITTIPO ARCHITECTURE PLANNING	A&E SERVICES FOR MODERNIZATION	\$ 6,375.50	077	FACILITIES MODERNIZATION
111462	6/27/2012	21	39 SO CAL HERS RATERS	DUCT LEAK TESTING - HC ADD'N	\$ 2,568.00	077	FACILITIES MODERNIZATION
					TOTAL \$	24,266.34	FACILITIES MODERNIZATION
111398	6/11/2012	3	AMERICAN CHEMICAL & SANITARY	STORES SUPPLIES	\$ 2,308.01	078	WAREHOUSE
111399	6/11/2012	3	P&R PAPER SUPPLY CO INC	STORES SUPPLIES	\$ 1,346.88	078	WAREHOUSE
111421	6/18/2012	3	SPORT SUPPLY GROUP INC	STORES SUPPLIES	\$ 172.40	078	WAREHOUSE
111422	6/18/2012	3	OFFICE ADVANTAGE	STORES SUPPLIES	\$ 65.40	078	WAREHOUSE
111435	6/20/2012	3	OFFICE DEPOT INC	STORES SUPPLIES	\$ 86.89	078	WAREHOUSE
					TOTAL \$	3,979.58	WAREHOUSE
111470	6/28/2012	3	CUSTOM BINDING	REPAIRS ON EQUIPMENT - PUBS	\$ 150.00	092	PUBLICATIONS
111471	6/28/2012	3	BAKER PRINTING	OUTSOURCE PRINTING	\$ 25.00	092	PUBLICATIONS
					TOTAL \$	175.00	PUBLICATIONS

\$ 151,131.69

Consent Item D.2.4. Acceptance of Donations
 Prepared by Karl Christensen
 August 7, 2012

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds for N-Computing Stations in Library and various Classrooms	\$4,800.00	Cajon Park PTSA	Cajon Park School
TOTAL DONATIONS RECEIVED	\$4,800.00		

RECOMMENDATION:

It is recommended that the Board of Education accept of the donations listed above for the District.

This recommendation supports the following District goals:

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.

Educational Achievement

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

FISCAL IMPACT:

The donations above are valued at \$4,800.00.

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 goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.5.
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August 7, 2012 Consultants / General Service Providers Report

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Nada Sawaya	Consultant	Arabic Translations - Interpreter and Testing Services	07/01/12 - 06/30/13	Oral Translations/ \$15 each; Written & Testing Translation Services/ \$20 each	EIA-LEP	Independent Contractor
Dave Molzen	Consultant	Legacy Pavers Installation	07/01/12 - 06/30/13	Not to Exceed \$750	SSD Foundation	Employee
Mary Lautenbach	Consultant	Braille Transcribing	08/27/12 - 06/19/13	\$20/hour-not to exceed \$2,000	Special Education	Employee

Consent Item D.2.6. Adoption of Resolution to Participate in Schools
Prepared by Karl Christensen Excess Liability Fund (SELF)
August 7, 2012

BACKGROUND:

As of July 1, 2011, the District cancelled its insurance coverage through the Southern California ReLIEF program in favor of participating in the San Diego County Office of Education JPA (“SDCOE JPA”). Under both programs, depending on the dollar amount of a claim, it can be paid from several sources as outlined below:

- Funded from the pool (Self-Insured Retention)
- Funded from an Insurance Company
- Funded from Schools Excess Liability Fund (SELF - generally for catastrophic claims involving multiple millions of dollars)

SELF is a JPA of public educational agencies throughout California. Because the District moved to a different entity for property, liability, and worker’s compensation coverage, it is necessary to execute a new resolution to participate in SELF through the SDCOE JPA.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution #1213-04 to Participate in the Schools Excess Liability Fund (SELF).

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 cost of participating in SELF is \$18,384 and is included in the annual premiums paid to the SDCOE JPA.

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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RESOLUTION #1213-04

Board Resolution relating to participating in Self-funding Excess Liability Plan

WHEREAS, the Board of Education of the Santee School District, along with other school districts and public charter schools of the State of California, has been studying self-funding of excess liability; and

WHEREAS, these districts and public charter schools have determined there is a need for a self-funding system for excess liability coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for self-funding of excess liability; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California, authorizes joint exercise by two or more public agencies of any power common to them,

WHEREAS, California law authorizes school district to establish Self-funded Programs.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board of Education of the Santee School District hereby declares its membership in the Schools Excess Liability Fund and instructs its duly authorized agent to execute on behalf of the district, the attached Joint Powers Agreement
2. The Board instructs staff to take all necessary steps to implement this resolution.

PASSED AND ADOPTED by the Board of Education of Santee School District this 7th day of August, 2012 by the following vote:

AYES: _____
 NOES: _____
 ABSENT: _____

Date

President, Board of Education

ATTEST: _____ Board Secretary

Consent Item D.3.1. Authorization to Declare as Surplus, Sell and/or
Prepared by Karl Christensen Dispose of Five (5) Surplus Relocatable Classrooms at
August 7, 2012 Hill Creek School

BACKGROUND:

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

On June 1, 2012, upon completion of the 10-classroom addition at Hill Creek School, five (5) relocatable buildings became surplus and need to be sold and/or demolished. The District has offered the relocatables to other school districts and educational programs, but due to the cost to dismantle, move, and set up, several potential buyers have subsequently declined. Cal Fire has agreed to take two (2) of the portables for \$1.00 each. District staff will continue to make a good faith effort to get the other three relocatables sold and in the hands of programs that benefit students. If they are not sold by the first part of November, they will be demolished and removed during the Thanksgiving Break 2012.

RECOMMENDATION:

It is recommended that the Board of Education declare as surplus and provide authorization for the sale and/or disposal of five (5) relocatable classrooms at Hill Creek School.

This item supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact from the sale of the relocatable classrooms is \$2.00 in revenue and avoided demolition costs. The estimated cost of demolition and cleanup for three (3) relocatables is \$50,000, which is currently reserved in the Hill Creek addition project budget.

STUDENT ACHIEVEMENT IMPACT:

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

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

The District is required to annually submit the Consolidated Application to the State for participation and funding in various categorical programs. These programs include Title I, Title II – Teacher Quality, Title III – Limited English Proficient (LEP) and Title III – Immigrant, and Economic Impact Aid (EIA). If approved by the District and accepted by the State, the Consolidated Application, Part II, will arrive in late fall with the specific levels of funding for each program. A copy of the Consolidated Application, Part I, will be available at the Board meeting for review.

RECOMMENDATION:

Administration recommends approval of the Consolidated Application, Part I, for the 2012-13 school year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Consolidated Application generated over \$1,100,000 in program funding for the District and schools this year in restricted categorical revenues. Most Title programs are expected to generate similar funding levels for the 2012-2013 school year, but the exact amount will not be known until later in the year.

STUDENT ACHIEVEMENT:

The programs funded through the Consolidated Application address specific student and/or staff needs and are directly tied to student achievement and program improvement.

Consent Item D.4.2. Adoption of Resolution #1213-01 Designating Personnel and Approval of 2012-13 Child Development Services Contract
Prepared by Dr. Stephanie Pierce
August 7, 2012

BACKGROUND:

Presented for Board approval is the 2012-13 contract for child development services to operate the State Preschool Program with the California Department of Education and an attached resolution designating personnel to sign contract documents for fiscal year 2012-13. The maximum rate per child per day of enrollment payable pursuant to the provisions of the agreement will be \$32.66. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of the agreement will be \$204,575.

RECOMMENDATION:

Administration recommends approval of the 2012-13 contract for child development services to operate the State Preschool Program with the California Department of Education and adoption of Resolution #1213-01 designating personnel to sign contract documents for fiscal year 2012-13 as presented.

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:

The Maximum Rate per child per day of enrollment payable pursuant to the provisions of the agreement will be \$32.66. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of the agreement will be \$204,575.

STUDENT ACHIEVEMENT IMPACT:

Children who participate in the State Preschool program increase their opportunity to enter kindergarten ready to learn.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

RESOLUTION

#1213-01

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2012-13.

RESOLUTION

BE IT RESOLVED that the Governing Board of Santee School District

authorizes entering into local agreement number/s CSPP-2463 37-6836-00-2 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Dr. Stephanie Pierce	Director II, Educational Services	

PASSED AND ADOPTED THIS 7th day of August 20012-13, by the Governing Board of Santee School District of San Diego County, California.

I, Ken Fox, Clerk of the Governing Board of Santee School District, of San Diego County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13

DATE: July 01, 2012

CONTRACT NUMBER: CSPP-2463

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6836-00-2

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTEE SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cdf/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$32.66 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$204,575.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 6,264.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 204,575	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6836				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 204,575	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

Prepared by Stephanie Pierce
August 7, 2012

BACKGROUND:

Since the spring of 1998, the Grossmont Union High School District Adult School and the Santee School District have collaborated to provide free Adult English as a Second Language (ESL) classes, otherwise known as Community Based English Tutoring (CBET), to parents and other community members. Grossmont Union High School District requests an agreement to continue the current program from September 4, 2012 to June 14, 2013.

For the 2012-2013 school year, classes will be held at Pepper Drive School and PRIDE Academy at Prospect Avenue School. Child care will no longer be provided due to categorical flexibility in the use of CBET funding.

RECOMMENDATION:

Administration recommends approval of the attached 2012-13 agreement with Grossmont Union High School District Adult School.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Grossmont Union High School District Adult Education provides the funding to support the teachers for each class and Santee School District provides the facilities. General fund dollars will not be used to support the Adult ESL classes for the 2012-13 school year.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

**GROSSMONT ADULT SCHOOL AGREEMENT
FOR CONDUCTING ADULT EDUCATION CLASSES
ON OFFSITE LOCATIONS**

PARTIES

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

TERM

Period of agreement from September 4, 2012 to June 14, 2013 (excluding school holidays) or until terminated by either FACILITY or DISTRICT. This is a mutual benefit agreement and there will be no exchange of funds.

SCOPE OF WORK

All programs and services provided by the DISTRICT are intended to augment and not replace any current or expanding programs being offered by the FACILITY. The DISTRICT will schedule and conduct such Adult Education classes on the premises of the FACILITY as mutually agreed by the DISTRICT and the FACILITY.

The DISTRICT shall:

- Assign credentialed Adult Education teachers to conduct scheduled Adult Education classes. Note: Instructors are not permitted to assume duties/responsibilities of facility staff.
- Develop a course of study outline, and submit for approval to the State of California and then retain a copy in the file.
- Provide professional and curriculum assistance in the planning and implementation of Adult Education programs at the FACILITY to supplement programs being conducted by the FACILITY.
- Be responsible for all record keeping and reporting in connection with Adult Education classes in the FACILITY.

The FACILITY shall:

- Designate a responsible member of its staff to serve as liaison between the FACILITY and the DISTRICT personnel.
- Provide suitable classroom space, (acoustics, lighting, and heating/cooling).
- Provide custodial services for clean up of the classroom(s) prior to and after scheduled class meetings.

INSURANCE

Each party shall procure and maintain broad form commercial general liability insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) annual aggregate. Each party shall furnish the other, upon request, with a certificate of insurance naming the other as additional insured.

HOLD HARMLESS AND INDEMNIFICATION

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

NON-DISCRIMINATION

In keeping with state and federal law, both parties (FACILITY and DISTRICT) prohibit unlawful

**GROSSMONT ADULT EDUCATION AGREEMENT
FOR CONDUCTING ADULT EDUCATION CLASSES
ON OFFSITE LOCATIONS**

Page 2

discrimination in the provision of all programs and services offered at any and all sites, properties and sponsored activities. This includes, but is not limited to, discrimination based on race, color, gender, sexual orientation, marital status, age, national origin, religion, physical handicap, disability, medical condition or ancestry, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and both parties are committed to complying with all applicable laws.

CONFIDENTIAL INFORMATION

The DISTRICT agrees that any information received by the DISTRICT during the agreement period, which concerns the personal, financial, or other affairs of the FACILITY, will be treated by the DISTRICT in full confidence and will not be revealed to other persons, organizations, or agencies.

CANCELLATION

This agreement may be canceled or otherwise adjusted by either party. The DISTRICT may unilaterally cancel particular classes when they do not meet the requirements of the DISTRICT in regard to class size, attendance, or at any time the DISTRICT determines that it is in the best interest to do so. The DISTRICT assumes no responsibility or liability for acts of negligence or omissions of the FACILITY.

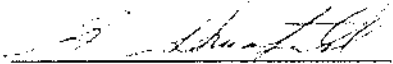
COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

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

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

AUTHORIZED SIGNATURES

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

Grossmont Adult School		(619) 588-3512
	(Principal)	(Phone)

FACILITY:

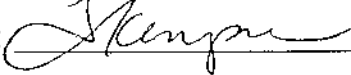
Santee School District
9625 Cuyamaca Street
Santee, CA 92071

By: _____
Title: Asst. Superintendent, Business Services
Date: _____ Phone: 619-258-2320

DISTRICT:

GROSSMONT UNION H. S. DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

Approved by the Governing Board on
the 19th day of April, 2012.

By: 
Theresa Kemper
Assistant. Superintendent
Educational Services

Consent Item D.4.4. Approval of Memorandum of Understanding with Point Loma Nazarene University for Student Teacher Placement
Prepared by Dr. Stephanie Pierce
August 7, 2012

BACKGROUND:

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers and interns. Santee School District has received a Memorandum of Understanding for a Student Teacher Placement Agreement with Point Loma Nazarene University for this purpose. The term of this agreement shall commence on August 8, 2012 and terminate on August 31, 2015.

RECOMMENDATION:

Administration recommends that the Memorandum of Understanding for a Student Teacher Placement Agreement with Point Loma Nazarene University for teacher education fieldwork be approved by the Board of Education.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Point Loma Nazarene University shall pay the District for field laboratory classroom placement of student teachers at the rate of \$200 per eight-week assignment for each full-time student teacher. If the master teacher attends a one-time training, the rate is \$300 per eight-week assignment.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____ Agenda Item D.4.4.

POINT LOMA NAZARENE UNIVERSITY
MISSION VALLEY REGIONAL CENTER

Memorandum of Understanding

**TEACHER EDUCATION PROGRAM
STUDENT TEACHER PLACEMENT AGREEMENT**

This Memorandum of Understanding (MOU) is entered into this 2nd day of July, 2012, by and between Point Loma Nazarene University, referred to here as the University, and the SANTEE SCHOOL DISTRICT, referred to here as the District:

Terms

The effective dates for this Memorandum of Understanding are **July 11, 2012 through August 31, 2015**. If modifications are necessary within the duration of this MOU, they will be added to this memorandum in writing by mutual agreement of all parties involved.

Purpose

According to Section 44320(b) of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the California Commission on Teacher Credentialing as a teacher education institution, to provide teaching experience through student teaching to students enrolled in a teacher training curricula of such institutions.

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. The district and the University will form a partnership in providing coordination services as part of the student teaching program, serving Multiple Subject, Single Subject, and Education Specialist both Mild-Moderate and Moderate-Severe.

Responsibilities

The District

- A. The District shall provide teaching experience through student teaching in schools and classes of the District in terms of a defined unit of time for students assigned by the

UNIVERSITY to student teaching in schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the UNIVERSITY through their duly authorized representatives may agree upon.

- B. The District may, for good cause, refuse to accept for student teaching any student of the UNIVERSITY assigned to student teaching in the District, and upon request of the District, made for good cause, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to student teach in the District.
- C. "Student Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid diplomas or credentials issued by the State, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.
- D. Applies **ONLY** to traditional student teachers who are **NOT** employed by the district.

The University

- A. Provide compensation to the supervising teacher for the performance of the supervising teacher for all services required to be performed by the supervising teacher.
- B. The number of semester units of student teaching to be provided for each student of the University assigned to student teaching under this agreement shall be determined by the UNIVERSITY.
- C. The assignment of a student of the UNIVERSITY to student teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date mutually agreed upon by the duly authorized representatives of the UNIVERSITY and the District. The student entering a student teaching assignment will have a letter verifying approval by the UNIVERSITY.

Insurance

The University shall provide and maintain in full force and effect, at its sole expense the following minimum insurance coverage or comparable programs of self-insurance:

- A. Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001)

1. Coverage: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general agreement limit shall be twice the required occurrence limit.
- B. Errors and Omissions Liability Insurance
 1. Coverage: \$1,000,000 per occurrence
- C. The university shall provide the District with at least thirty (30) days written notice before cancellation, or any reduction or material change in coverage. The University shall provide the District a certificate of insurance.

The District shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage:

- A. Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001)
 1. Coverage: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit.
- B. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - I. Coverage: Statutory limits.
- C. Errors and Omissions Liability Insurance
 - I. Coverage: \$1,000,000 per occurrence
- D. The district shall provide the University with at least thirty (30) days written notice before cancellation, or any reduction or material change in coverage. The District shall provide the University with a certificate of insurance at the University's request.
- E. The DISTRICT does not furnish workers' compensation insurance for students participating in this program. It is understood that student teachers are not employees of the DISTRICT. UNIVERSITY, at its discretion, may maintain at its sole expense workers' compensation and employers liability for students who are participating in this program.

Assignment

Neither the University nor the District may assign or transfer any interest in this Agreement or use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.

Mutual Indemnification

- A. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT and its agents, officers, and employees from and against all loss or expense (including costs and attorneys fees), resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this agreement and due or claimed to be due to the negligence of the UNIVERSITY, its officers, employees, or student teachers incurred in the performance of this Agreement.
- B. The DISTRICT agrees to indemnify, hold harmless, defend and at the UNIVERSITY's request, defend the University, its agencies, employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person on account of damages to property, including loss of use thereof, arising out of or in connection with this agreement, and due to or claimed to due to the negligence of the District, its agents, or employees.

Diversity Programs

The District and University agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any student teacher pursuant to this agreement on the basis of race, creed, color, national origin, religion, sex, sexual orientation, handicap, age, veterans' status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristics protected by law.

Incident Reporting

Injuries and other unusual occurrences or losses shall be promptly reported by the party first learning of them to the other party under this Agreement. Both UNIVERSITY and District shall have the right to investigate all such incidents and shall have access to verbal and written

reports. Student teachers are expected to report all injuries sustained on District property to the proper District/School official at the teaching site and to the UNIVERSITY, as directed by the latter.

- Within a reasonable time following the close of each term of the UNIVERSITY, the UNIVERSITY will send the District a list of supervising teachers and the amount paid.

Termination


This agreement may be terminated upon the mutual agreement of both parties and requires a written notice from the party initiating the termination. The termination notice and the provisions of this agreement may be altered, changed, or amended by mutual consent of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year first herein before written.

By: APPROPRIATE DISTRICT REPRESENTATIVE(S)

	Date
_____	_____
By	Date

By POINT LOMA NAZARENE UNIVERSITY REPRESENTATIVE(S)

Dr. Kerry Fulcher, Provost and Chief Academic Officer	Date	7-12-12
	_____	_____

PLNU Contact:

Name: Andrea Liston, Ed.D.
 Title: Associate Dean and Director, Mission Valley Regional Center
 Address: Point Loma Nazarene University
 Mission Valley Regional Center
 4007 Camino Del Rio South, Ste. 101
 San Diego, CA 92108

Consent Item D.5.2. Approval to Renew Agreement with Frontline Technologies
(Aesop) Automated Substitute Calling / Attendance System
Prepared by Minnie Malin
August 7, 2012

BACKGROUND:

Aesop automated sub calling system / attendance system was Board approved on September 2, 2008 and implemented on January 1, 2009. Aesop allows District administrators to stay informed through extensive reporting using skill-matching identifiers; includes a custom report writer; and allows preference lists to ensure quality substitute placements. Substitutes can search for and accept jobs through the phone or internet, plus receive electronic notification of open jobs. Aesop's hardware and software is maintained at an off-site, secure, climate-controlled facility, with 7-day power back-up; provides free on-going upgrades; and 24-hour customer service.

Due to rising costs, Frontline has presented a rate increase for the first time since implementation of the software on January 1, 2009. Rates are based on the number of current employees in the system at the end of each fiscal year and are calculated over a 10-month period (September through June). Rates for employees requiring a substitute will increase from \$1.25 to \$1.31; and rates for employees not requiring a substitute will increase from \$.50 to \$.53. The increase will take effect at the beginning of the 2012-2013 school year.

RECOMMENDATION:

Administration recommends that the Board approve the annual invoice / agreement with Aesop effective at the beginning of the 2012-2013 school year.

This recommendation supports the following District Goal:

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

FISCAL IMPACT:

The annual cost for the 2012-2013 service agreement will be \$7,869.60 per month paid from the general fund.

STUDENT IMPACT:

Implementation of this system has enabled the District to provide an automated telephone and the internet system and take advantage of new technology as a way to provide quality substitutes to meet student instructional needs.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.2.

397 Eagleview Blvd.
Exton, PA 19341 USA

Valid If Signed and Returned to Frontline By:
Please Fax ALL PAGES of the signed Agreement to:

(610) 363-3710

Customer Information		Billing Information	
Customer:	Santee School District	Account Manager:	David Black
Address:	9625 Cuymaca Street	Proposed Start:	RENEWAL
	Santee, California 92071	Initial Term:	2012-2013 School Year
Contact:	Karen Ortega	Billing Frequency:	Billed annually based on 10 months
Title:	Administrative Assistant	Cancellation Terms:	30 Days written notice
Telephone:	(619) 258-2308		
Email:	karen.ortega@santeesd.net		

I. Aesop Subscription Fees	Estimated Employees	Rate	Estimated Total
A. Employees Requiring a Substitute:	483	\$1.31	\$632.73
B. Employees not Requiring a Substitute:	291	\$0.53	\$154.23
C. School Year Total (Summers are free)			
Estimated Monthly Investment			\$786.96
Estimated Annual Investment			\$7869.60

II. Set-Up & Training Fees:	Amount
A. System Setup (Project Manager, Data Load, Configuration, Set-Up of Rules, etc)	\$0.00
B. Training Options	
1. Aesop Academy: Frontline staff trains Customer designated Aesop Administrator at Frontline's location; Customer trains staff (\$1000/ person Certification Program)	\$0.00
OR	
2. On-Site Training: Frontline staff trains Customer at their facility (\$6,000). All Travel and lodging costs are the responsibility of the school district.	\$0.00
TOTAL ONE-TIME SET-UP & TRAINING FEES: (Invoiced at signing, due in 15 days)	\$0.00

III. Options:
1. Optimization Training: One day on-site training 6 to 12 months after the district is live on Aesop. All travel and lodging costs are the responsibility of the school district. \$1,500
Initial to Accept _____
2. Web Branding: Custom branding of Aesop application with customer colors and logos. \$1,000
Initial to Accept: _____

IV. Special Instructions and Additional Terms:

V. Amount Due at Signing \$0.00

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies, Inc. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: _____
Signature: _____
Name: _____
Title: _____
Date: _____

Frontline Technologies, Inc.
Signature: _____
Name: _____
Title: _____
Date: _____

ADDITIONAL TERMS

1. Subscription. Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's employee replacement system ("Aesop") by Customer and those employees Customer registers on Aesop as "Designated Employees".
2. Term. The Subscription shall begin upon the execution of this Agreement and continue through the time in which the pricing is set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of any Term, the Subscription shall automatically renew for the next year (the "Renewal Term").
3. Payment.
 - a. The System Setup Fee set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the setup process, Frontline will refund the System Setup Fee on a pro-rata basis, based on a six (6) week setup schedule.
 - b. The Training Fee set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before training takes place, Frontline will refund the Training Fee, less any out-of-pocket travel expenses related thereto incurred by Frontline prior to the termination. If Customer has elected to receive training at Frontline's facility, Customer shall be responsible for transportation, lodging and the like for Customer personnel. If Customer has elected to receive on-site training at Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging and the like for Frontline's training personnel.
 - c. The Estimated Annual Investment and the Estimated Monthly Investment set forth on the first page of this Agreement are merely general guidelines based on Customer's usage estimates. At the end of the month that Aesop is fully functional for Customer, Frontline will render a detailed invoice, showing the number of Customer employees entered into Aesop, multiplied by the applicable Employees Requiring a Substitute Rate and Employees Not Requiring a Substitute Rate (collectively, the "Employee Rates") as set forth on the first page of this Agreement, to yield the actual monthly investment (the "Actual Monthly Investment"). This will be multiplied by the number of months remaining in Customer's school year, prorating any partial months, to yield the actual annual investment (the "Actual Annual Investment") for the Initial Term. There will be no charge for summer usage. Should the number of employees on Aesop change significantly during the year, Frontline will recalculate the Actual Annual Investment and render an invoice, or present a refund, for the difference.
 - d. In all subsequent Renewal Terms, before the start of the school year, Frontline will calculate the Actual Monthly Investment by multiplying the actual employees entered into Aesop by the applicable Employee Rates, as amended from time to time, to yield the Actual Monthly Investment. This will be multiplied by ten (10) to yield the Actual Annual Investment for the ten (10) month school year. Said invoice shall be paid to Frontline by August 31. Should the number of employees on Aesop change significantly during the Renewal Term, Frontline will recalculate the Actual Annual Investment and render an invoice, or present a refund, for the difference.
 - e. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
 - f. Frontline invoices shall be paid within fifteen (15) days of the invoice date.
4. Aesop Assistance. Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of Aesop, and (b) ongoing telephone assistance regarding the use of Aesop during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday; but: (i) all telephone assistance rendered by Frontline shall be to Customer's Aesop Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Aesop.
5. Aesop Operation. Customer acknowledges and agrees that it must properly enter data and information onto Aesop in order for Aesop to operate properly. Customer shall be responsible to verify the accuracy of any of Customer's data entered on Aesop. Frontline makes no representation or warranty of any kind as to the availability, promptness, or reliability of any substitute employee actually contacted by Aesop.
6. Aesop Administrator. At all times, Customer must have an employee who has obtained Aesop administrator certification training from Frontline and who is certified by Frontline as an Aesop administrator ("Aesop Administrator"). If the Aesop Administrator ceases to serve as such, Customer shall promptly and at its expense have a new employee obtain Frontline Aesop administrator certification and be designated as an Aesop Administrator.
7. Vacancies. Customer may use Aesop to obtain temporary employee when there is no absent employee ("vacancy"). Filling a Vacancy is treated by Aesop as if it was a regular replacement for an absent employee and is billed at the Employee Rates.
8. Subscription Restrictions.
 - a. Customer shall not assign, transfer, pledge or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
 - b. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Employees or the Aesop Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of Aesop by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
 - c. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
 - d. Information regarding Customer's employees acquired by Frontline shall be confidential. Aggregated data not relating to individual employees of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
9. Limitation of Liability.
 - a. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF Aesop®, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
 - b. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
10. Termination.
 - a. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall promptly return to Customer any data, confidential information, materials, records and other information furnished to Frontline by Customer. Frontline shall return to Customer, on a pro-rata basis, and fees paid in advance by Customer that were not earned as of the date of termination.
 - b. Frontline may terminate this Agreement for any breach by Customer.
11. Public Disclosure. Customer grants to Frontline the right to publicly disclose the fact that Customer is using Aesop, for Frontline's advertising and other promotional purposes.
12. Copyright and Trademarks. All intellectual property pertaining to Aesop, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.

Consent Item D.5.3. Timeline Amendments for Approved of Short Term Positions
Prepared by Minnie Malin
August 7, 2012

BACKGROUND:

At the June 5, 2012 meeting, the Board approved two (2) short term positions for Grounds Maintenance Worker I's for special projects as needed from July 1, 2012 through July 31, 2012. Due to the timing of receipt of donated materials and labor, the Rio Seco School project for installing a Memorial Garden has been extended requiring construction work to occur during August. Administration recommends extending the short term positions for Grounds Maintenance Worker I's through August 24, 2012. The total cost remains the same as these positions were not used during July as originally anticipated.

RECOMMENDATION:

Administration recommends approving the employment of the following short term employment opportunities:

- Change two (2) 8.0 hour Grounds Maintenance Worker I positions for special projects as needed from July 14, 2012 – July 29, 2012 to August 8, 2012 – August 24, 2012 at no additional cost impact.

FISCAL IMPACT:

The cost to employ the short term positions will be approximately \$3,200 to be paid from the Unrestricted General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.3.

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. Approval of Brochure for Superintendent Search
Prepared by Dr. Pat Shaw
August 7, 2012

BACKGROUND:

On June 25, 2012, the Board selected The Cosca Group to provide services in the search for a new Superintendent to replace Dr. Shaw when he retires on October 31, 2012. The process began immediately following approval. Representatives from The Cosca Group met with the Board of Education on July 9, 2012 to begin the discussion regarding the strengths and needs of the school district, the desired characteristics of a new Superintendent, and the process to received stakeholder involvement in these regards. On July 30 and 31, 2012, representatives met with a variety of stakeholder groups to obtain this information. Stakeholders were also invited to participate via a mailed written input form or an on-line submission, both of which have been received.

The Board will meet with the representatives on August 6, 2012 to receive the stakeholder information and prioritized the District's strengths and needs and develop a profile of desired characteristics desired in a new Superintendent.

The Cosca Group will use the outcomes of the August 6, 2012 meeting to develop a recruitment brochure for a new Superintendent. A draft of the brochure will be presented for Board review and discussion of revisions.

RECOMMENDATION:

It is recommended that the Board of Education review the draft Superintendent Recruitment Brochure and provide any desired revisions. Following the discussion, it is recommended that the Board approve a final version of the brochure for publication.

FISCAL IMPACT:

There is no additional fiscal impact from this item. The recruitment brochure will be developed, published, and distributed under the contract provisions with The Cosca Group.

STUDENT ACHIEVEMENT IMPACT:

Appropriate leadership leads to excellence in student learning and student achievement.

Discussion and/or Action Item E.1.2. CSBA's Pension Reform Belief Statements and Principal Statements

Prepared by Dr. Pat Shaw
August 7, 2012

BACKGROUND:

Board Member Barbara Ryan, who serves as the legislative representative on the Board, requested this item be placed on the Board meeting agenda for discussion. Member Ryan attended the CSBA Delegate Assembly in May 2012, where pension reform was discussed as a current issue for public entities.

RECOMMENDATION:

It is recommended that the Board of Education review and discuss the draft CSBA Pension Reform Belief and Principle Statements. Action is at the discretion of the Board.

FISCAL IMPACT:

There is no known fiscal impact from this item. Pension reform would have a positive financial impact on the District.

STUDENT ACHIEVEMENT IMPACT:

Additional resources to provide for student program needs would have a positive impact on student achievement.

Motion:

Second:

Vote:

Agenda Item E.1.2.

Consent Item D.5.3. Timeline Amendments for Approved of Short Term Positions
Prepared by Minnie Malin
August 7, 2012

BACKGROUND:

At the June 5, 2012 meeting, the Board approved two (2) short term positions for Grounds Maintenance Worker I's for special projects as needed from July 1, 2012 through July 31, 2012. Due to the timing of receipt of donated materials and labor, the Rio Seco School project for installing a Memorial Garden has been extended requiring construction work to occur during August. Administration recommends extending the short term positions for Grounds Maintenance Worker I's through August 24, 2012. The total cost remains the same as these positions were not used during July as originally anticipated.

RECOMMENDATION:

Administration recommends approving the employment of the following short term employment opportunities:

- Change two (2) 8.0 hour Grounds Maintenance Worker I positions for special projects as needed from July 14, 2012 – July 29, 2012 to August 8, 2012 – August 24, 2012 at no additional cost impact.

FISCAL IMPACT:

The cost to employ the short term positions will be approximately \$3,200 to be paid from the Unrestricted General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.3.

CSBA Pension Reform Task Force Recommendations

Belief Statements and Principles Regarding Pension Reform

1. *Defined Benefit Plans*

Belief: Defined benefit plans require tax payers to guarantee benefits to employees, and in doing so, assume all of the risk that investment returns may be insufficient to pay benefits.

Principle: CSBA supports hybrid pension plans that combine defined benefit and defined contribution components. Hybrid plans provide employees with a guaranteed benefit while also allowing for the risk associated with investments to be shared between the State and public employees.

Rationale: Currently, the California State Teachers Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS – school pool) have unfunded liabilities of approximately \$56 billion and \$13 billion, respectively. Additional funding from the State and school employers will be required to pay benefits already earned by school employees. Every dollar spent to pay for the unfunded obligation is one less dollar available for public services.

Hybrid plans balance the need to provide a guaranteed level of pension benefits, while also allowing employees to share some of the investment risk for their own retirement security. Hybrid plans are also more closely aligned with benefits offered to employees in the private sector, where defined contribution plans have become common. Note that if hybrid plans had been in place already, both systems would still have unfunded liabilities albeit the amounts would be lower. Hybrid plans do not eliminate future unfunded liabilities, they lower future liabilities.

2. *Pension Costs*

Belief: Employers and employees should share responsibility for retirement benefits.

Principle: CSBA supports the equal sharing of pension costs between employers and employees.

Rationale: Retirement benefits help employers to retain talented staff and provide employees with financial security when they are no longer able to work. Since employers and employees both benefit, both should share in the cost of pension benefits.

Belief: Employees should have options for increasing their retirement benefits at their own expense.

Principle: CSBA supports retirement investment options for employees.

Rationale: Employees should have opportunities to strengthen their retirement security at their own expense.

3. *Unfunded Liability*

Belief: The current CalSTRS and CalPERS unfunded obligations need to be resolved while protecting against future unfunded obligations.

Principle: CSBA supports increases in the State contribution to CalSTRS to address unfunded liabilities, so long as the funding for CalSTRS does not decrease funding for K-12 education.

Principle: CSBA supports reforms that will ensure the long term sustainability of the Teachers Retirement Fund (CalSTRS) and the School Pool within the California Public Employees' Retirement System (CalPERS).

Rationale: Increased State contributions to CalSTRS will be necessary to pay for benefits earned by CalSTRS members and guaranteed by the State. The total cost of the unfunded liability will increase if the State delays the increased contributions. CalPERS has the authority to increase contribution rates to address its unfunded liability, while CalSTRS rates are set statutorily and thus changes require approval of the Governor and the Legislature.

Additional reforms, such as a ban on retroactive benefit increases and pension holidays, will be necessary to minimize the possibility of future unfunded obligations.

4. *Retirement Age*

Belief: Retirement age should be set to balance physical demands of the work, employee morale, and costs of pension benefits to school employers.

Principle: CSBA supports setting a retirement age that is the same for classified and certificated employees.

Principle: CSBA supports gradual increases in the retirement age. The retirement age should be commensurate with the ability of employees to perform their jobs.

Rationale: Currently, the retirement age for classified employees is 55 and the retirement age for certificated employees is 60. There is no policy rationale for different retirement ages for classified and certificated employees, and thus, the retirement age for classified employees should be increased to 60. In addition, some increase in the retirement age appears warranted to adjust for increased life spans to reduce the length of time retirees will be drawing pension benefits.

Dissent: Don Iglesias – Superintendent Iglesias disagreed with the principle calling for an increase in the retirement age. He is concerned that an increase in retirement age could jeopardize the quality of teaching as older teachers will be forced to stay in the classroom much longer than they would currently. He is also concerned that a higher retirement age will reduce opportunity for new teachers recently graduated from the university system to access teaching as a career.

5. *Recruitment and Retention*

Belief: Good schools require talented staff.

Principle: CSBA supports total compensation that is sufficient to recruit and retain high quality staff and address staffing shortages. Total compensation includes, but is not limited to salary, health insurance, retirement benefits, and step and column increases on the salary schedule.

Rationale: Labor markets force school employers to compete for staff according to total compensation. School districts and employee groups should consider pension and other benefits within the context of

total compensation. The total cost should be acknowledged and understood as expenditures for salary and benefits affect district budgets during employees' active service and during their retirement. School districts should also educate their workforce on the total cost of salary and benefits.

6. *Spiking (Manipulation of Final Compensation)*

Belief: Compensation should not be manipulated to drive up pension benefits.

Principle: CSBA supports reforms that will curtail pension "spiking."

Rationale: Pension "spiking" exacerbates the perception that public pension systems provide generous benefits that employees have not earned. Thus, "spiking" must be curtailed to maintain public confidence and sustain the pension systems over the long term.

7. *Air Time (Purchasing of Service Credit)*

Belief: Public employee retirement benefits should be designed with maintaining public confidence in mind.

Principle: CSBA supports elimination of air time.

Rationale: Air time erodes public confidence in public retirement systems because it exacerbates the perception that public employees receive benefits they have not earned and that are not available to employees in the private sector.

8. *Pension Cap*

Belief: Pension plans should provide incentives for talented individuals to devote their careers to education.

Principle: CSBA opposes a cap on pension benefits paid because it could discourage the development of good leadership in public education.

Rationale: As employees develop, and move up career ladders, salaries increase. A cap on pension benefits could discourage talented teachers from devoting their careers to public education.

9. *Rehire*

Belief: School employers, and the students they serve, benefit from the hiring of retirees and should retain the flexibility to do so.

Principle: CSBA supports the ability of school employers to rehire retirees, subject to limitations that prevent abuse.

Rationale: Occasionally, school employers have short term needs that can be met by hiring retirees. School employers cut costs by hiring a retiree on a reduced schedule. This can be particularly helpful in areas with labor shortages.

BACKGROUND:

Last year, the State Allocation Board (“SAB”) began using a Priority Funding process to fund new construction and modernization grants on the Unfunded Approval List. This revised process was intended to create a more strategic method for apportioning scarce State Bond funds to projects deemed to be “shovel ready.” The process works as follows:

- Office of Public School Construction (OPSC) announces opening of Priority Funding window
- District files Priority Funding application for “shovel ready” project(s)
- SAB apportions funds at a future meeting
- District files Funding Release within ninety (90) days of SAB apportioning funds (requires execution of construction contract within this timeframe also)
- Funds released to District, usually within thirty (30) days of receipt of funding release

The SAB has established bi-annual window periods for Districts to submit Priority Funding applications. These window periods now occur in January and July. The third window period for submitting “shovel ready” projects opened July 11, 2012 and closes August 9, 2012. The District currently has the following projects on the Unfunded Approval List:

- Pepper Drive Classroom Addition = \$2,185,100
- Chet F Harritt Classroom Addition = \$1,101,691
- Hill Creek relocatables for Project SAFE = \$433,392 (This is reimbursement for previously constructed project. Priority Funding application will be submitted in this round but funding is questionable as it is towards the bottom of the list.)

Based on an analysis of available funding and project commitments as of May 22, 2012, Administration estimates that after completion of the Hill Creek Classroom addition project and satisfaction of other previous obligations, approximately \$4.9 million in available CIP funds remains. Below are the details of that analysis:

Description	Site	Sources	Uses	Difference
Balance fund 21 as of 5-22-12		6,106,771		
Balance fund 25-18 as of 5-22-12		866,728		
Architect/DSA Closeout Phase 1	CP		28,790	
Architect/DSA Closeout Phase 1	CH		32,307	
Architect/DSA Closeout Phase 1	CO		23,278	
Architect/DSA Closeout Phase 2	CFH		40,973	
Architect/DSA Closeout Phase 2 Mod	HC		57,304	
Architect/DSA Closeout Phase 2 Addition	HC		102,537	
Architect/DSA Closeout Phase 2	PA		68,000	
Architect/DSA Closeout Phase 1	RS		29,034	
Architect/DSA Closeout Phase 1	SC		22,682	
Carpeting of Media Center	PD		30,000	
Snack bar for Sports Fields	CFH		200,000	
21st Century Tech Grants	Various		100,000	
Additional wireless access points for schools	Various		63,000	
Securing MDFs and IDFs	Various		50,000	
Split Irrigation/Water Conservation Projects	Various		182,540	
Arbitrage Rebate Calculations (5 yrs)	Various		23,000	
Continuing Disclosure Reporting (5 yrs)	Various		5,000	
Bond Performance and Financial Audit (5 yrs)	Various		50,000	
COPs Trustee Admin Fee (5 yrs)	Various		11,500	
SDCOE Facilities Consultant (2 yrs)	Various		36,000	
Fee Justification Study (2 yrs)	Various		15,000	
Consultant for negotiating Castlerock School Mitigation Agreement	CO		5,000	
Refundable deposit for development of Santee School Site	SS		25,000	
LLB Remaining Contract less estimated savings	HC		810,978	
Testing & Inspection - Ninyo & Moore	HC		10,000	
DSA Inspector - Hendrix	HC		1,700	
LCP - Hendrix	HC		25,000	
Contingency	Various		25,000	
Total		6,973,499	2,073,624	4,899,875

Submitting a Priority Funding application requires that the District certify that, if an apportionment is provided, the District will submit a fund release within ninety (90) days of the SAB action to apportion. The apportionment action would not be expected until November or December. If the District receives an apportionment and the funds are not drawn down (i.e. project construction is not initiated), that project would automatically go to the bottom of the Unfunded List. There is no guarantee that the District will be apportioned funds even if an application is submitted. The next Priority Funding window is scheduled for January 2013. The District can wait to submit until then but the availability of State bond funds to apportion for new construction projects continues to be in question. Administration seeks direction from the Board as to whether an application should be submitted during this window period.

Because there would not be enough funds to complete both of the unconstructed projects currently on the Unfunded Approval List, if the Board decides to submit a Priority Funding application during this window period, a decision would have to also be

made as to which project to submit for funding. The following factors are pertinent to consider when discussing the advantages and disadvantages for applying for each of the projects:

- The costs for constructing the Hill Creek Classroom Addition project were as follows (final costs will not be known until late August):
 - Final GMP = \$6,276,140
 - Total Budget (including soft costs) = \$6,745,448
 - Estimated construction savings (i.e. returned contingency) = \$254,139
- More State funding would be received for the Pepper Drive project than for the Chet F. Harritt project.
- The Chet F. Harritt project can be expected to be similar in cost to the Hill Creek addition project. However, there would be additional design costs for altering DSA drawings to incorporate an 8-classroom addition with an LRC on the bottom floor and science labs moved to the second floor. It is currently designed as a 10-classroom addition. It is likely that a total of \$6 million in funding for this project (\$4.9 million remaining plus \$1.1 million in State Grants) would not be sufficient to complete it even with substantial value engineering modifications.
- The Pepper Drive Addition project can be expected to cost more than the Hill Creek Addition Project due to off-site improvement requirements for fire and water, electrical utility upgrades, and campus access compliance requirements. However, it is likely that \$7.1 million in funding (\$4.9 million remaining plus \$2.2 million in State Grants) would be sufficient to complete it, albeit with some as yet to be determined value engineering modifications.
- Pepper Drive is the only school in the District that has not received substantial benefit from CIP funds. Although CIP funds have been used for some small aesthetic projects at this school (i.e. painting, carpeting, classroom furniture), no classroom modernization or new construction has been completed at Pepper Drive.
- The Sky Ranch Project located within the boundaries of Pepper Drive has contributed \$1.5 million in Developer Fees for additional classrooms.
- The District recently received funding approval under the State's Joint Use Project program for the Admin/LRC building for Pepper Drive in the amount of \$1,063,026. The District has 12 months to complete DSA drawings and another 18 months to complete construction for this project. However, completion requires a 50/50 match contribution of \$1 million from District local funds. Constructing this project simultaneously with the Classroom Addition project allows some of the off-site and site work associated with the Classroom Addition project to be shared with the Admin/LRC project match/share requirement. It also allows the District to save on General Conditions costs paid to the contractor by producing economies of scale efficiency. Preliminary estimates indicate that with some value engineering modifications, completion of both projects at Pepper Drive may be feasible.
- Lengthy discussions were conducted in 2010 with Chet F. Harritt parents and staff and Pepper Drive staff regarding subsequent classroom additions and modernization.

- Pepper Drive currently has less available classroom space than Chet F. Harritt given current enrollment patterns and almost 1/3 of its classrooms are non-permanent relocatables. Best design methodologies recommend relocatables be no more than 25% of total classrooms:

<u>School</u>	<u>June 2012 K-8 Enrollment</u>	<u>Capacity*</u>	<u>Total Classrooms for Education</u>	<u>Used for Gen Ed and SDC</u>	<u>Available Classrooms**</u>
Pepper Drive	753	690	32 (22 permanent, 10 relocatable)	29 (28 GE and 1 SDC)	3
Chet F Harritt	559	603	28 (24 permanent and 4 relocatable)	21 (All GE)	7

*Calculated 2007 and excludes some relocatables and classrooms less than 700 square feet

**Based on use only for K-8 General Education and SDC classes

RECOMMENDATION:

It is recommended that the Board of Education engage in discussion regarding the following decision points:

- Whether to submit a Priority Funding Round Application during this window period or to wait until the January 2013 window period;
- If decision is made to submit during this window period, which project to submit for; Chet F. Harritt Classroom Addition or Pepper Drive Classroom Addition

This item 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 District may receive up to \$2,185,100 in State Grants for the Capital Improvement Program

STUDENT ACHIEVEMENT IMPACT:

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

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

In November 2006, the District launched its Capital Improvement Program (“CIP”) with passage of Proposition R to provide \$60 million in General Obligation Bond funding for an estimated \$129 million program. Through June 2012, the District has spent \$111.5 million on CIP and completed approximately 90% of the projects. Due to suspension of State Grants and declining and stagnating Assessed Valuations, the timeline for completion of all CIP projects has been extended.

On November 5, 2008, the District executed an Architectural Agreement with Trittipio Architecture & Planning (“TAP”) to continue work on the District’s Capital Improvement Program (“CIP”). The contract with TAP stipulated that certain key personnel would be maintained by TAP. These individuals were listed as follows:

- James L Chase: Project Architect
- Debra Cleff
- Bob Webb
- Carlos Avila

This firm was chosen based on interviews of entities responding to an RFP and an analysis of their specific skills and backgrounds. Construction administration for CIP projects was done by James Chase, Bob Webb and Debra Cleff. Bob Webb and Debra Cleff worked on the most recent redesigned steel framed 2-story classroom addition and all phase 2 modernization work under contract with TAP. Carlos Avila left the firm back in 2009.

Currently, only James Chase remains as an employee of TAP. Debra Cleff and Bob Webb terminated employment with TAP in early 2011 and setup their own architectural firm. In order to ensure continuity on District projects, the District requested that TAP contract with them to continue work on the Hill Creek Addition project until construction was completed. This is no longer a viable alternative for maintaining their services.

Because of the uncertainty of the timing for completing future CIP projects, TAP was given notice as of August 1, 2012 that the District was cancelling work on all unconstructed projects within the scope of its Architectural Agreement with TAP. These projects include the following:

- Pepper Drive: 10-Classroom Addition, Modernization, and Library/Tech addition
- Chet F Harritt 8-Classroom Addition with Library/Tech
- PRIDE Academy Library/Tech building
- Sycamore Canyon Library/Tech building

TAP continues to work on, and be paid for, ensuring closeout of Phase 1 and Phase 2 CIP projects with DSA. However, any design work on unconstructed projects will require the work of another Architect. As these projects will be partially funded with State dollars, the District will be required to provide documentation demonstrating an appropriate process for selection of Architects. The two previous Architectural firms were selected using a formal Request for Proposal process. Staff contacted the County Office of Education Facilities Department ("SDCOE") to obtain guidance on selection of the next Architect.

Education Code 17302 requires school districts to employ a licensed and certified architect or structural engineer to prepare building plans, estimates and specifications and supervise the construction of building projects.

As added by SB 50 (Ch. 407, Statutes of 1998), Education Code 17070.50 prohibits the State Allocation Board from apportioning state facilities funds under the new program unless the District has certified that the services of an architect, a structural engineer or other design professional has been selected using a "competitive process" consistent with Government Code 4526. The process required by Government Code 4526 must be based on "demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services." Government Code 4526 specifically states:

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit **government** agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100.

Government Code 4526 requires that the district's selection process include at least items #1-3 below; however, the law does not prescribe the exact procedures that must be followed. Generally, elements of a "competitive process" include advertising and notice of the need for services, objective evaluation and selection criteria, and an appeals process for use by those not selected.

The Superintendent or designee shall ensure that the selection process for projects receiving state funding: (Government Code 4526)

1. Ensures that projects entail maximum participation by small business firms as defined pursuant to Government Code 14837
2. Prohibits practices which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration
3. Prohibits district employees from participating in the selection process when they have a relationship with a person or business entity seeking a contract which would subject the employee to the prohibition of Government Code 87100

Pursuant to Government Code 4527, the following items are optional:

The selection process may (emphasis added) also include:

1. Detailed evaluations of current statements of prospective contractors' qualifications and performance data;
2. Discussion of alternative approaches for furnishing the services with at least three firms;
3. Selection of at least three firms deemed to be the most highly qualified to provide the required services, in accordance with established criteria and recommended in order of preference.

SDCOE staff indicate that since the District has already undertaken a competitive process resulting in selection of a firm with which the contract specifies key personnel, if the Board took formal action to contract with another firm to maintain the key personnel originally stipulated, this would satisfy the requirement for an appropriate selection process for a subsequent Architect required by statutes and OPSC procedures and guidelines.

Administration recommends contracting with Webb-Cleff Architecture for unconstructed CIP projects as needed at this time and as funding is available. Specifically, this would involve design, construction administration, and DSA closeout work on the project or projects selected by the Board for which a Priority Funding application is submitted.

RECOMMENDATION:

It is recommended that the Board of Education authorize executing an Architectural Agreement with Webb-Cleff Architecture for design, construction administration, bidding, and DSA closeout of selected CIP project(s) to be constructed next.

This item supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact is anticipated to be \$100,000 to \$200,000 depending on the next project or projects to be constructed in accordance with Priority Funding application(s) to OPSC. Upon Board authorization, staff will begin negotiating with Webb-Cleff to obtain the best value, lowest cost fee.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.2.
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Prepared by Stephanie Pierce
August 7, 2012

BACKGROUND:

As previously reported to the Board of Education on December 6, 2011, Senate Bill (SB) 1831, the Kindergarten Readiness Act of 2010, was signed by the Governor in September 2010. SB 1831 changed the required birthday for admission to Kindergarten and established a Transitional Kindergarten program beginning in the 2012-2013 school year.

- 2012-2013: 5 years old on or before November 1.
 - Children eligible for the Transitional Kindergarten program turn 5 from November 2 to December 2.
- 2013-2014: 5 years old on or before October 1
- 2014-2015: 5 years old on or before September 1 (and every year thereafter)

In January 2012 and at the May revise, Governor Brown proposed the elimination of funding for Transitional Kindergarten program requirements. With the enactment of the State budget, the governor’s proposal was rejected and the program requirements for transitional kindergarten were upheld.

Administration anticipates approximately 45 children for a Transitional Kindergarten program in the 2012-2013 school year. Class size will be 24 students. Transportation will be the responsibility of the parents and students are eligible for Project SAFE if the parents request this service. The chart below shows that we have room for an additional 11 students at this point in time.

Qualified Transitional Kindergarten students	
Santee Residents	31
Outside of District	6
Total	37

The following chart depicts parent requests for 22 Kindergarten eligible to attend Transitional Kindergarten. If the two Transitional Kindergarten classes do not fill, administration could add students from the Kindergarten eligible student list.

Kindergarten Eligible Students							
DOB	May	June	July	August	Sept.	Oct.	Total
# of students	1	4	2	1	3	11	22
District of Residence	Santee		Cajon Valley		Lakeside		San Diego
# of students	17		2		2		1

RECOMMENDATION:

Administration recommends the Board of Education approve a Transitional Kindergarten program starting with two classes based on registration and add a third class if necessary. It is further recommended that the program total 210 minutes of instruction each day.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Transitional Kindergarten program is funded by revenue limit dollars generated by the ADA of participating students and is expected to generate sufficient revenue to offset related program expenditures.

STUDENT ACHIEVEMENT IMPACT:

Transitional Kindergarten students participate in appropriate developmental and academic activities further developing their readiness for Kindergarten and future schooling.

Discussion and/or Action Item E.3.2. Approval of Microsoft Live@edu, Student Access for Grades 6 – 8 and Grades 3-5 Current Cloud Users

Prepared by Stephanie Pierce
August 7, 2012

BACKGROUND:

District staff completed the migration to Microsoft Live@edu in June of 2011 at no cost to the District. As previously presented to the Board of Education, Live@edu provides educational institutions with a set of free hosted services and applications, including Online Exchange and Outlook Live, SkyDrive storage, and Microsoft Office workspace. Following are some of the Online Exchange/Outlook Live features of Live@edu:

- 10GB of mail storage per user
- Attachment size of 18MB
- Student email accounts – provides the ability to provide all students with an email account, in an environment that is controlled and safe
- Security and privacy features – Outlook Live includes Microsoft's data security and spam filtering
- No migration or hosting cost – Live@edu is a free hosted service from Microsoft.
- Online storage (7GB SkyDrive storage)
- Online MS Office applications (Word, Excel, PowerPoint and OneNote)
- Email Backup and Email Spam are managed by Microsoft

As District staff has continued to learn about all the productivity features provided in Live@edu, administration has discussed potential student access to Live@edu for the following purposes:

- Online storage of student documents (7GB SkyDrive storage)
- Online document sharing similar to Google Docs for student-to-student collaboration
- Online access to Microsoft Office applications (Word, Excel, PowerPoint, and OneNote)
- Cloud-based/internal student email accounts

While students in grades 3 – 8 currently have access to productivity tools within the Santee Cloud, hosted by the San Diego Office of Education, these tools are not as robust as those found in Live@edu. For example, the Santee Cloud includes an application called Zoho but it is limited in its ability to perform the complex tasks Microsoft Office performs. In addition, Zoho does not have a student collaboration function, a feature desired by teachers and students to support 21st Century skills.

Cloud Computing was originally purchased through the County Office of Education to provide equal access to the digital tools needed for success in a 21st Century learning environment. However, as technology has advanced and as Live@edu has become available to school districts, Live@edu appears to be a better option as compared to the productivity options in the Santee Cloud. Live@edu will allow for storage availability, online document sharing, access to Microsoft applications, and student email that can be maintained safely and securely for students in Santee School District.

To maintain the commitment to student safety in Santee School District, Live@edu incorporates a number of safeguards for student users. Site Administrators and teachers can monitor student use. Dr. Spencer randomly selects student accounts to further monitor appropriate student use and she can provide feedback to the site administrators and teachers. The following safeguards will be shared with parents, students, and teachers:

- Limiting incoming email to allowed domains
- Applying filters for inappropriate language
- Archiving messages
- Restricting specific users who do not use the technology appropriately
- Access to student accounts

Teachers and site administrators from PRIDE Academy and Rio Seco School have piloted Live@edu with their students in grades 7 – 8. A survey was developed and given to the pilot schools for feedback.

- The staff did not experience any misuse of the program and students did adhere to the expectations of digital citizenship.
- Teacher comments included an appreciation for monitoring and tracking student edits, efficiency of student and teacher time, the ability to give immediate feedback, and students with missing work had the opportunity to do make-up work for credit.
- Teachers reported the opportunity for students to engage in a collaborative learning environment for projects.

If the Board approves the use for grades 6-8 and current grades 3-5 using the cloud, the sites, in conjunction with instructional and information technology staff will focus in the following areas:

- Create student accounts
- Hold parent nights to share features of Live@edu
- Conduct student digital citizenship assemblies with a focus on student rights and cyberbullying prevention
- Provide teacher inservices on Live@edu student features

Students will:

- Use online storage of documents
- Collaborate with online document sharing
- Create documents with Microsoft Office software
- Email products to teachers for feedback and grading

Teachers and Administrators will:

- Closely monitor and observe student progress
- Reflect on accessibility, student safety, and appropriate use
- Provide feedback to District administration

RECOMMENDATION:

Administration recommends the approval of Live@edu student access in grades 6 – 8 and grades 3 - 5 current cloud users at all schools in Santee School District. Given that the pilot process of Live@edu was maintained safely and securely for students, administration recommends that we no longer continue with the Santee Cloud.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Microsoft Live@edu features and functions are provided to school districts, staff, and students at no cost. Discontinuation of use of the Santee Cloud will provide an annual savings to the District of \$40,000.

STUDENT ACHIEVEMENT IMPACT:

Offering students greater technology tools increases 21st century learning skills.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.2.

Student Code of Conduct use of Live@EDU through Santee School District

Santee School District recognizes that technology can greatly enhance the instructional program and empower student learning. In this spirit, Santee School District will provide students in grades 7 and 8 with an email address and online storage using the Microsoft Live@Edu enterprise system.

Student Name (please print) _____

The basic purpose for you to use Microsoft Live@EDU is for education. This agreement states you will use Microsoft Live@EDU only for the purpose to support your education. Also this agreement states that you will be polite and respectful of other students. You will also respect students' privacy and security when using Microsoft Live@EDU.

1. **Personal Responsibility:** I will accept personal responsibility for reporting any misuse of Microsoft Live@EDU to my teacher.
2. **Acceptable Use:** The use of my assigned account will be in support of my education and the educational goals of the Santee School District. I am personally responsible for this provision at all times when using Microsoft Live@EDU. In addition, I will abide by the following:
 - I will not use Microsoft Live@EDU to post any web pages for commercial activities, product advertisement, or political advocacy.
 - I will not use Microsoft Live@EDU to post any obscene, discriminatory or offensive material. All material posted will be in keeping with school assignments.
 - I understand that school administration has the right to monitor all postings including emails and messaging.
3. **Privileges:** I understand that the use of Microsoft Live@EDU is a privilege, not a right, and that inappropriate use will result in a cancellation of those privileges and possible disciplinary action in accordance with school policy and education code.
4. **Network Etiquette and Privacy:** I understand and will abide by the generally accepted rules of network etiquette. These rules include (but are not limited to) the following:
 - **BEING POLITE:** Never sending or encouraging others to send abusive messages.
 - **USING APPROPRIATE LANGUAGE:** I understand that I am a representative of our school and district on the Internet and will use polite and appropriate language.
 - **PRIVACY:** I will not reveal my home address or personal phone number or the addresses and phone numbers of other students. While using Internet services through Microsoft Live@EDU, I will not reveal my e-mail address or the e-mail address of others.
 - **ELECTRONIC MAIL:** Inappropriate language or harassment will result in loss of system privileges and/or other disciplinary measures. By signing this agreement, I affirm the following:
 - a) I understand that e-mail sent via Microsoft Live@EDU must be school related and must abide by the guidelines outlined here. I will immediately report any threatening, obscene, or harassing e-mail to my teacher(s) or school administrator.
 - b) I understand that I will **not** share my Microsoft Live@EDU password with others and that I am responsible for all e-mail sent through my account.
 - c) I understand that e-mail sent through this account will be scanned for content violating the terms of this agreement and that suspect e-mail will be reviewed by school administration.
5. **Vandalism:** Any attempt to harm or destroy data of another user or student will result in disciplinary action.

Student Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____



Santee School District

SCHOOLS:

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

Dear Parents or Guardian,

Technology is affecting every aspect of our world today. Nearly every profession utilizes computers as a communication tool. It is essential that we provide our students with opportunities to learn this new literacy and teach them to use these tools with proper etiquette and extreme responsibility. We want all our students to become responsible "Cyber-Citizens".

The Santee School District will provide your child with an email address and online storage space using the Microsoft Live@Edu enterprise system. The Website for this online portal is: <http://outlook.com>. This service is available solely for the purpose of supporting your child's education.

Before students can use the system, they must read the Code of Conduct Agreement and agree to the Agreement's rules and expectations. Both you and your child must sign this Agreement before an account will be issued.

Parents will also need to attend a parent meeting or watch an informative video before students can use the system. Parent meetings are scheduled as follows:

Monday, April 23 -- 6:00 -- PRIDE Academy multipurpose room

Wednesday, April 25 -- 6:00 -- Rio Seco multipurpose room

Outlook Live is provided to your child by the district on behalf of Microsoft. By signing the attached Student Code of Conduct policy, you hereby accept and agree that your child's rights to use Live@EDU services are subject to the terms and conditions set forth in district policy/procedure and that the data stored in such Live@EDU services, including the Outlook Live e-mail service, are managed by the district pursuant to board policy and accompanying procedures. You also understand that the Windows Live ID provided to your child also can be used to access other electronic services that provide features such as online storage. Use of those Microsoft services is subject to Microsoft's standard consumer terms of use (the Windows Live Service Agreement), and data stored in those systems are managed pursuant to the Windows Live Service Agreement and the Microsoft Online Privacy Statement. Before your child can use those Microsoft services, he/she must accept the Windows Live Service Agreement and obtain your consent.

We encourage you to remain active in your child's education. We need you to partner with us to make sure that your child's experience is a positive one. We encourage you to be aware of your child's online activity. Encourage your child to share any concerns regarding their online activity with you. We invite you to view **everything** with your child. As parents, you should know your child's password but both you and your child must be careful to guard its security. If you feel your child's account has been compromised, please contact your child's teacher, and/or school administration.

Sincerely,

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

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Discussion and/or Action Item E.3.3. Approval of Participation in the Microsoft Enrollment Education Solution (EES) Volume Licensing Program

Prepared by Stephanie Pierce
August 7, 2012

BACKGROUND

The Microsoft Enrollment Education Solutions (EES) is a volume licensing program from Microsoft. It provides a simple subscription that covers all district owned machines for all Microsoft products that are licensed across the organization, simplifying software management, updates, and compliance.

Current License Purchasing Practice

The District currently purchases Microsoft licenses on a per-computer basis using the California Microsoft Select pricing. Although the Microsoft Select pricing is significantly lower than the retail price, there are several disadvantages to this licensing model.

- Each software license is tied to a specific computer
- When the computer is retired, the license is retired together with the computer
- License is a one-time purchase, it does not permit upgrading of software
- Licenses are managed individually by computer instead of District wide management

Over the last 2 years, the District has spent approximately \$28,800 Microsoft software licenses. These licenses are only for desktop operating system software and MS Office productivity software. Server licenses and Client Access Licenses are not included.

Participation in the EES Program

The EES Program was originally designed for larger educational institutions. The lowest licensing level (Level A) required a minimum FTE of 1000.

CETPA (California Educational Technology Professional Association) has successfully negotiated the minimum FTE required for the EES agreement from 1000 to 25 and all agreements would begin at Level C (FTE 10,000) pricing. This ensured that 100% of California education organizations will be able to leverage the benefit of this program.

Details of the EES Program

The EES licensing program delivers a simple cost effective licensing model for all school districts. The benefits of the program include:

- Easy Licensing Compliance
- Simplified Asset management
- Software Upgrade Assurance
- Discount on Microsoft software/courseware for District faculty, staff and students

The EES licensing program is comprehensive. It covers the following:

- Windows Operating System,
- Office Productivity Suite (both PC and Mac version),
- Client Access Licenses for
 - Windows Servers,
 - Microsoft Exchange,
 - Microsoft SharePoint,
 - Microsoft Lync,
 - Microsoft System Center,
- Microsoft Forefront EndPoint Client Protection Suite
- Microsoft Forefront Unified Access Gateway.

Another component of the EES Program is the Microsoft Information Technology (IT) Academy. Microsoft IT Academy is also an annual subscription based program designed to help faculty, staff and student realize their skills through relevant, high quality and up-to-date technology training resources. Microsoft IT Academy is a component of the EES Program.

The Microsoft IT Academy offers:

- Latest Microsoft software for computer labs, classrooms and PCs used by students and staff
- Access to a wide range of Microsoft E-Learning courses
- Discount on official courseware that is available only to academic institution
- E-reference library
- TechNet resources subscriptions for District's technology staff

RECOMMENDATION

It is recommended that the District participate in the Microsoft Enrollment Education Subscription licensing program. Program participation will provide the District with the following:

- Software Assurance which allows for the upgrading/standardizing of software for all District computers (hardware permitting) without additional cost
- Enterprise software licensing that ensures the District stays in compliance for all deployed computers, either district owned or donated.
- Enterprise Client Access Licenses that are needed for the deployment of all computers on the District network, including BYOC computers
- Extend the capabilities of the LIVE@edu program (and future Office 365) to include collaboration tools, desktop software compatibility, and enhanced email features
- Microsoft IT Academy which provides the District with an extensive e-training resource on Microsoft Office/Desktop applications for faculty, staff and student. Technical certification is also available for District technology staff
- Future deployment of Microsoft Forefront Solution (Anti-virus solution)
- Future deployment of Microsoft Lync System (communication system)
- Discount on Microsoft software and courseware for District faculty, staff and student

This recommendation supports the following District goal:

- Assure the highest level of educational achievement for all students

FISCAL IMPACT

The EES Program pricing is based on the organization’s FTE. Based on the District FTE of 531, the annual cost of the EES Program is \$27,351.50

Product	FTE	Cost	Total
Acad Mvl All Lang 1 Yr Lic/SA Pk Education D Ent CAL Faculty	531	\$49.00	\$26,019.00
Office Pro Plus/Office Mac, Windows 7 Desktop OS Upgrade			
Windows Server, Exchange, SharePoint, Lync ENT CAL			
Active Directory Rights Management Services			
System Center Configuration Manager CAL			
System Center Client Management Suite			
ForeFront EndPoint Protection, ForeFront Protection Suite			
ForeFront Unified Access Gateway			
Microsoft Learning Solutions: IT Academy (12 month) Campus, School, Select, Select Plus - WIN - All Language	1	\$1,332.50	\$1,332.50
TOTAL			\$27,351.50

Part of the EES program can be funded from the \$19,500 that was earmarked for the County Cloud services. There are 2 possible funding options for the balance \$7,851.50

OPTION A – General and School Site Funds

School’s share of the balance (\$7,851.50) will be based on the school site student enrollment. Based on a total student enrollment of 6,373, the balance is approximately \$1.232 per student.

School	Enrollment	Share
Cajon Park	1064	\$1,310.85
Hill Creek	736	\$906.75
Rio Seco	975	\$1,201.20
Sycamore	355	\$437.36
Carlton Hills	505	\$622.16
Carlton Oaks	857	\$1,055.82
Chet F Harritt	541	\$666.51
Pepper	525	\$646.80
Prospect	774	\$953.57
Alt School	37	\$45.58
Santee School	4	\$4.93
	6373	\$7,851.54

OPTION B – General Fund and Santee School District Foundation Support

The balance \$7,851.50 can be funded by a donation from the Santee School Foundation which has been supporting District technology initiatives.

STUDENT ACHIEVEMENT IMPACT:

The participation in Microsoft EES Program will allow the District to install and upgrade to the most current version of Microsoft products on all the District computers. It will also enhance the capabilities and features of the LIVE@edu program.

Offering students greater technology tools increases 21st century learning skills.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.3.

Discussion and/or Action Item E.4.1. Approval of Agreement with Kontraband Interdiction and Detection Services (K.I.D.S.), Inc. for Canine Kontraband Detection Services for 2012-2013 School Year

Prepared by Minnie Malin
August 7, 2012

BACKGROUND

At the July 17, 2012 Board meeting, the Board of Education voted to use canine contraband detection services to perform unannounced visits at schools throughout the 2012-2013 school year as a possible deterrent to illegal contraband being brought onto campus by students. Administration was asked to contact other districts having current or previous service agreements with Kontraband Interdiction and Detection Services (K.I.D.S.), Inc. for references, observe a demonstration, and to report back to the Board with a recommendation.

On July 31, 2012, Executive Council members were provided a short presentation and demonstration by K.I.D.S. General Manager, Sue Figueria. Ms. Figueria explained their procedure for using the canines on campus. K.I.D.S. uses Golden Retrievers or Labrador Retrievers that are trained to non-aggressively signal odor detection from a variety of illegal drugs, drinking alcohol, and ammunition. When a team arrives at a school, the site administrator will visit classrooms and ask students to step out of the room. While the students are outside of the classroom, the team enters the classroom with an administrator or teacher and the dogs take 6-8 minutes to comb the room. The utmost caution is taken to not indict or embarrass any student and if an odor is detected, the site administrator makes contact with the owner and privately goes through the search process.

Ms. Figueria shared the importance of providing an initial assembly at school sites to introduce the students to the process, demonstrate the friendliness of the canines, and share with them the importance of making good choices. They also explain to students that if an odor is detected, it does not always mean a student has something in their backpack, but may detect an odor on their backpack that may have originated from home or a friend's home. K.I.D.S. emphasizes the importance of safety and prevention rather than "catching" students. The visits are scheduled according to allowable dates by the sites, but are random and unannounced. A team can visit 2-3 of our schools in one day.

Administration will work closely with site administrators to schedule an initial assembly presentation at each site and to communicate and establish the intent and procedures of this program with the community and staff.

RECOMMENDATION

After obtaining references and observing a demonstration by Kontraband Interdiction and Detection Services (K.I.D.S.), Administration is recommending that the Board of Education approve an agreement with Kontraband Interdiction and Detection Services (K.I.D.S.) for the 2012-2013 school year. K.I.D.S. has generously agreed to provide the District 14 full days of service at a reduced rate of \$500 per day. The first 2 -3 days would be used to provide the student assemblies, leaving 11-12 days to visit schools.

Administration recommends scheduling random visits from K.I.D.S. as follows:

- Each site one or more visits during the fall
- Each site one or more visits during the winter
- Each site two or more visits during the spring

This recommendation supports the following District goal:

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

FISCAL IMPACT

The cost for contracting with Kontraband Interdiction and Detection Services (K.I.D.S.), Inc. for 14 visits during the 2012-13 school year is \$500.00 per team, per day/visit, at a total of \$7,000 paid from the general fund.

STUDENT ACHIEVEMENT

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

Motion:		Second:		Vote:		Agenda Item E.4.1.
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CONTRABAND INTERDICTION & DETECTION SERVICES, INC.

California Corporate Headquarters:

1550 McHenry Avenue ~ Modesto, California 95350

Kontraband Interdiction & Detection Services, Inc.

(CONTRACTOR)

&

SANTEE SCHOOL DISTRICT

(DISTRICT)

This shall serve as an agreement by and between the (CONTRACTOR) and the (DISTRICT) for substance awareness, consulting and detection services for the period of 08/01/2012 thru 06/30/2013. It is understood that the (DISTRICT) has established a written and communicated policy clearly defining all weapons and drugs of abuse, (in the broadest terms), i.e.; illicit drugs, alcoholic beverages, firearms, pyrotechnics, weapons and tobacco as prohibited contraband. This policy has been dispersed throughout the (DISTRICT)'s locations where (CONTRACTOR)'s service will be utilized. Violations are considered detrimental to the welfare of all students, employees, visitors and contrary to the (DISTRICT)'s desire to maintain a safe and healthy learning environment.

(CONTRACTOR) will provide contraband detection canines, inspections and consulting services using non-aggressive detection canines certified as a reliable team to detect (Illicit drugs – Alcoholic beverages – Pyrotechnics) and qualified professionally trained personnel. Such services may be conducted on an unannounced basis under the auspices and direction of the (DISTRICT) administration with (CONTRACTOR) acting on behalf of the (DISTRICT) while conducting such services. Common areas, lockers, automobiles, vacant classrooms and grounds shall be subject to inspections at the (DISTRICT)'s sole discretion. Contraband seized on the (DISTRICT)'s property is the responsibility of the (DISTRICT). Suspected illicit drugs of abuse may be field tested to provide the (DISTRICT) with a preliminary or presumptive identification of the suspected drug. (DISTRICT) and their personnel understand such test are not conclusive and should be further tested by a qualified agency in the event the (DISTRICT) decides to declare and/or act on such suspected evidence. (CONTRACTOR)'s policy and procedures prohibits the use of detection canines to "sniff" individuals under any and all circumstances. (DISTRICT) agrees only the certified handler can determine an alert/indication by the canine. (CONTRACTOR)'s policy precludes discriminating against a single item.

(CONTRACTOR) agrees to provide (14) FULL day visits during the term of the above referenced contract period. Additional visits may be scheduled upon mutual agreement between (CONTRACTOR) and the (DISTRICT). A FULL DAY visit shall be defined as the normal hours of operation of DISTRICT schools. The fee for a FULL day visit will be (\$500.00) per team. Multiple teams will be charged on a per team basis. (CONTRACTOR) will invoice for services on a monthly basis whereas the (DISTRICT) agrees to pay in full for services within thirty (30) calendar days of receipt of such invoice. In the event an invoice remains unpaid for more than thirty (30) calendar days, (DISTRICT) agrees to pay a late fee not to exceed (10%) of the amount due per month. The unpaid invoice(s) and late fees will accumulate per month until the balance and late fees are paid in full. (CONTRACTOR) will coordinate schedules with the designated (DISTRICT) administrator concerning inappropriate days. (DISTRICT) agrees to provide a calendar of inappropriate days not to visit the month prior to service. (DISTRICT) agrees that all other days on which students are in attendance are acceptable and visits "NOT" previously scheduled as inappropriate will be charged at the above rate unless (CONTRACTOR) visits a neighboring district on that day. CONTRACTOR and DISTRICT agree to make reasonable efforts to replace a declined visit at a DISTRICT school not previously scheduled as inappropriate with another DISTRICT school on that same day.

Insurance: CONTRACTOR shall maintain in full force and effect during the entire term of this Agreement liability insurance with a minimum coverage limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. CONTRACTOR shall name DISTRICT as an additional insured on their policy and provide a copy of said policy to the DISTRICT upon request. CONTRACTOR shall also maintain in full force and effect during the entire term of this Agreement workers compensation insurance for all of its employees with the minimum coverage limits required by law.



CONTRABAND INTERDICTION & DETECTION SERVICES, INC.

California Corporate Headquarters:
1550 McHenry Avenue ~ Modesto, California 95350

Indemnification: CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims, damages, liabilities, or costs, including reasonable attorney's fees and defense costs, directly relating to the acts, errors, or omissions of officers, employees, or agents of the CONTRACTOR.

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

All persons performing work hereunder shall, at all times, be recognized as CONTRACTOR's employees and work under CONTRACTOR's control and supervision. CONTRACTOR's employees shall not be deemed employees of DISTRICT for any purpose, and shall not acquire any rights or benefits provided for employees of DISTRICT.

Termination: Either party may terminate this AGREEMENT for any reason by providing the other party with thirty (30) calendar day's advance written notice. In the event of termination, CONTRACTOR shall be paid for any services rendered up to the effective date of termination at the rate per FULL DAY visit per team specified above.

*Contract is only valid if signed by CEO or GM and by the district within (30) days from the date of CEO' or GM signature to implement the full term of this agreement. (CONTRACTOR) is registered by the D.E.A. and the appropriate California regulatory agencies during the full term of this agreement.

Kontraband Interdiction & Detection Services, Inc. (K.I.D.S)

FOR THE DISTRICT: Date: ____ / ____ / ____

X _____
Authorized Only If Signed By: Date
Steven K. Essler, President & CEO or
Sue Figueroa General Manager

X _____
SIGNATURE TITLE

PRINT NAME

"Distinguished by Our Professional Standards, Nationwide!"

A PRODUCT OF K.I.D.S., INC. / ALL RIGHTS RESERVED

PLEASE RETURN THE 'COPY' OF THE EXECUTED AGREEMENT, VIA MAIL. RETAIN THIS ONE FOR YOUR FILES

BOARD POLICIES AND BYLAWS Item F.

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

Agenda Item F.

Prepared by Dr. Patrick Shaw
August 7, 2012

BACKGROUND:

Board Policy 1230 governs the formation and operation of school connected organizations including Parent Teacher Associations (PTAs) and Parent Teacher Organizations (PTOs). To ensure that these organizations operate with proper internal controls over the handling of money, several changes are recommended to the policy including the following:

- Provision for annual reauthorization of the organization by the District
- Provision for the organization to provide the District with financial documents, when requested

The Administrative Regulation will also be changed, upon Board approval of the revised policy, to require the entity to be organized as a 501(c)(3) corporation and to adhere to Internal Control Guidelines which will be incorporated as an Exhibit to the Administrative Regulation.

RECOMMENDATION:

Revised Board Policy 1230 is submitted for a first reading. Action is at the discretion of the Board. Following this first reading, revised BP 1230 will return for a second review and approval.

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 fiscal impact as a result of this revision.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.1.1.
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SCHOOL-CONNECTED ORGANIZATIONS

The Governing Board recognizes that parents/guardians and community members may wish to organize parent organizations, such as PTSA or PTO and/or booster clubs, for the purpose of supporting district and extracurricular programs, such as athletic teams, debate teams, or musical groups. The Board appreciates the contributions made by such organizations and encourages their interest and participation in supporting district activities and helping to achieve the district's vision for student learning.

The Board recognizes that school-connected organizations are separate legal entities, independent of the district. However, in order to help the Board fulfill its legal and fiduciary responsibility to manage district operations, any school-connected organization that desires to raise money to benefit any district student shall submit a request for authorization to the Board, in accordance with Board policy and administrative regulation and shall be subject to re-authorization annually. In addition, the Superintendent or designee shall establish appropriate internal controls for the relationship between school-connected organizations and the district. School-connected organizations shall be required to provide financial documentation when requested by District Administration or the Board.

The Board encourages school-connected organizations to consider the impact of fund-raising activities on the overall school and district program. School-connected organizations may consult with the principal to determine school needs and priorities. Activities by school-connected organizations shall not conflict with law, Board policies, administrative regulations, or any rules of the sponsoring school.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
 35160 Authority of governing boards
 38130-38138 Civic Center Act, use of school property for public purposes
 48931 Authorization for sale of food by student organization
 48932 Authorization for fund-raising activities by student organization
 49431 Sale of food to elementary students during the school day
 49431.2 Sale of food to middle, junior, or high school students
 49431.5 Sale of beverages at elementary, middle, or junior high schools
 51520 Prohibited solicitation on school premises
 51521 Fund-raising project

BUSINESS AND PROFESSIONS CODE

17510-17510.95 Solicitations for charitable purposes
 25608 Alcohol on school property; use in connection with instruction

GOVERNMENT CODE

12580-12599.7 Fundraisers for Charitable Purposes Act

PENAL CODE

319-329 Lottery, raffle

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs
 15500 Food sales in elementary schools
 15501 Food sales in high schools and junior high schools

CODE OF REGULATIONS, TITLE 11

300-312.1 Fundraising for charitable purposes

CANTEID STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

COURT DECISIONS

Serrano v. Priest, (1976) 18 Cal. 3d 728

Board Policies and Bylaws Item F.2.1.

Review: Mandatory Biennial Review
BB 9270 Conflict of Interest

Prepared by Dr. Patrick Shaw
August 7, 2012

BACKGROUND:

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

RECOMMENDATION:

Board Bylaw 9270 is submitted in a second review. It is recommended that the Board of Education approve revised BB 9270.

FISCAL IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.2.1.
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CONFLICT OF INTEREST

Incompatible Activities

Members of the Governing Board shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district.

Conflict of Interest Code

Board members and designated employees of the district shall adhere to the financial disclosure requirements of the district's conflict of interest code adopted pursuant to the provisions of Government Code 87300. The district's conflict of interest code shall comprise of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body.

When a change in the district's conflict of interest code is necessitated by changed circumstances such as the creation of new designated positions, amendments or revisions shall be submitted to the code reviewing body within 90 days.

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views.

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required.

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction.

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees

CONFLICT OF INTEREST (continued)

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

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

CONFLICT OF INTEREST (continued)

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

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

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

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

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

Gifts/Honoraria

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

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

CONFLICT OF INTEREST (continued)

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

The term honorarium does not include:

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

**APPENDIX
DESIGNATED POSITIONS/DISCLOSURE CATEGORIES**

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

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

Designated persons in this category must report:

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

CONFLICT OF INTEREST (continued)

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

Director
Principal

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

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

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

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

CONFLICT OF INTEREST (continued)

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

*Legal Reference:*EDUCATION CODE

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

GOVERNMENT CODE

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

CODE OF REGULATIONS, TITLE 2

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

COURT DECISIONS

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 635
Kimec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

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

*Management Resources:*WEB SITES

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

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

Agenda Item G.

CLOSED SESSION Item H.

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

The Board will go into Closed Session to discuss:

1. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
2. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
*Property Address: 10445 Mission Gorge Road, Santee, CA 92071
(property formerly known as Santee School)
Agency Negotiator: Karl Christensen, Asst. Superintendent, Business Services*

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.