



Santee School District

SCHOOLS:

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

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

**BOARD OF EDUCATION
REGULAR MEETING
AGENDA
September 1, 2015**

District Mission

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

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A. OPENING PROCEDURES – 7:00 p.m.

1. Call to Order and Welcome
2. District Mission
3. Pledge of Allegiance
4. Approval of Agenda

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report
 - 1.2. Schedule of Upcoming Events
2. Spotlight: 6th Annual School Beautification Day Appreciation
3. Maintenance & Operations Department Update

C. PUBLIC COMMUNICATION

During this time, 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.

D. CONSENT ITEMS

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

Superintendent

1.1. Approval of Minutes

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

Business Services

2.1. Approval/Ratification of Travel Requests

It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.

BOARD OF EDUCATION · Dustin Burns, Dianne El-Hajj, Ken Fox, Elana Levens-Craig, Barbara Ryan
DISTRICT SUPERINTENDENT · Cathy A. Pierce, Ed.D.

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

	<u>Page #</u>
2.2. <u>Approval/Ratification of Revolving Cash Report</u>	20
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.	
2.3. <u>Acceptance of Donations</u>	22
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.	
2.4. <u>Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)</u>	23
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of July 2015.	
2.5. <u>Adoption of Resolution No. 1516-06 to Certify 2014-15 Gann Limit Appropriations Recalculation and an Estimated Limit for 2015-16</u>	26
It is recommended that the Board of Education adopt Resolution No. for the recalculation of appropriation limit and funds subject to the Gann Limit for the fiscal year 2014-15 and an estimate for 2015-16.	
2.6. <u>Approval of Agreement with MT Security and Investigations for Security Services for 2015-16</u>	28
It is recommended that the Board of Education approve the Security Services Agreement with MT Security and Investigations to Provide Security Services for the 2015-16 Fiscal Year Beginning September 2, 2015.	

Educational Services

3.1. <u>Approval of Supplemental Educational Services Contracts for the 2015-16 School Year</u>	34
It is recommended that the Board of Education approve the Supplemental Educational Services Contracts for the 2015-16 school year.	
3.2. <u>Approval of Indemnity and Hold Harmless Agreement with AccentCare Home Health of California, Inc for Use of Private Nurse</u>	45
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with AccentCare Home Health of California, Inc. for Use of Private Nurse.	
3.3. <u>Approval of Indemnity and Hold Harmless Agreement with Maxim Healthcare for Use of Private Nurse</u>	50
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Maxim Healthcare for Use of Private Nurse.	

Human Resource/Pupil Services

4.1. <u>Personnel, Regular</u>	55
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.	
4.2. <u>Approval of Fee Increase for Ed-Join</u>	57
It is recommended that the Board of Education approve the fee increase for Ed-Join.	
4.3. <u>Approval of Short Term Positions</u>	58
It is recommended that the Board of Education approve the short term positions.	
4.4. <u>Approval to Accept the Memorandum of Understanding with CASA</u>	59
It is recommended that the Board of Education approve to accept the MOU with CASA.	
4.5. <u>Approval to Accept Partner Agreements for Santee Project Primary Success</u>	65
It is recommended that the Board of Education approve the partner agreements for Santee Project Primary Success.	

E.	DISCUSSION AND/OR ACTION ITEMS	71
	<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>	
	Business Services	
1.1.	<u>Approval of 2014-15 Unaudited Actuals Report</u>	72
	It is recommended that the Board of Education approve the 2014-15 Unaudited Actuals Report, including all required State forms.	
1.2.	<u>Drought Response Intervention Plan</u>	73
	This is an information item. Action, if any, is at the discretion of the Board of Education.	
F.	BOARD POLICIES AND BYLAWS	75
1.1.	<u>Third Reading: Board Policy 4158 – “Employee Security”</u>	76
	It is recommended that the Board of Education adopt Board Policy 4158, Employee Security.	
G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	84
H.	CLOSED SESSION	85
1.	<u>Public Employee Discipline/Dismissal/Release</u> (Gov. Code § 54957)	
2.	<u>Conference with Labor Negotiator</u> (Gov. Code § 54956.8) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Karl Christensen, Assistant Superintendent</i> <i>Employee Organization: Santee Teachers Association (STA)</i>	
3.	<u>Conference with Labor Negotiator</u> (Gov. Code § 54956.8) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Karl Christensen, Assistant Superintendent</i> <i>Employee Organization: Classified School Employees Association (CSEA)</i>	
4.	<u>Conference with Real Property Negotiators</u> (Govt. Code § 54956.8) <i>Property:</i> <ul style="list-style-type: none"><i>Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)</i><i>10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)</i> <i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i>	
5.	<u>Public Employee Performance Evaluation</u> (Govt. Code § 54957) <i>Superintendent</i>	
I.	RECONVENE TO PUBLIC SESSION	85
J.	ADJOURNMENT	85

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 September 15, 2015, 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:

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

ITEM A. OPENING PROCEDURES

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 September 1, 2015 regular meeting

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report
 - 1.2. Schedule of Upcoming Events
2. Spotlight: 6th Annual School Beautification Day Appreciation
3. Maintenance & Operations Update

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT
2015-16
CUMULATIVE THROUGH AUGUST 20, 2015

Residential Rate: \$1.98 per square foot over 500 - effective 6/17/12 - 5/4/14; \$2.08 per square foot - effective 5/5/14

Commercial Rate: \$0.32 per square foot - effective 6/17/12 - 5/4/14; \$0.33 per square foot - effective 5/5/14

Self Storage Rate: \$0.14 per square foot - effective 4/20/10

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	8514 Sandstone Drive ***	07/08/15	336	\$0.00	CFH
	X	9907, 9909, 9911 Conejo Road	07/15/15	8,556	\$17,796.48	RS
X		9261 Mission Gorge Road	07/22/15	4,980	\$1,643.40	PA
	X	10128 El Nopal	08/11/15	1,164	\$2,421.12	CP
	X	9379 Willowgrove Ave.	08/19/15	679	\$1,412.32	CH
TOTAL PAGE 1					\$23,273.32	

*Additional square footage (total is over 500 square feet)
** Fee Exempt - Senior / Elder Care Facility
*** Fee Exempt - Less than 500 square feet
**** Fee Exempt - Religious Facility

Schedule of Upcoming Events

Date	Event
September 1	Board Meeting; 7:00 p.m.
September 2	First Day of School for Students
September 7	Labor Day Holiday – No School/District Offices Closed
September 15	Board Meeting; 7:00 p.m.
October 6	Board Meeting; 7:00 p.m.
October 10	Salute to Teachers 7:00 p.m. at Balboa Park
October 20	Board Meeting; 7:00 p.m.
November 3	Board Meeting; 7:00 p.m.
November 11 (Wednesday)	Veterans' Day Holiday Schools and Departments Closed
November 17	Board Meeting; 7:00 p.m.
November 23-27	Schools Closed for Thanksgiving Holiday
December 7-11	Parent/Teacher Conference Week Schools on Modified Days
December 3-5	California School Boards Association Annual Education Conference
December 15	Organizational Board Meeting for 2016; 7:00 p.m.

Reports and Presentations Item B.2. 6th Annual School Beautification Day Appreciation
Prepared by Karl Christensen
September 1, 2015

BACKGROUND:

For the past six years, Pathways Community Church has coordinated an annual volunteer effort to provide valuable service to Santee schools. This annual day has come to be known as School Beautification Day.

The event for this year occurred on Saturday, August 22, 2015. Pathways Community Church again coordinated completion of numerous projects at all nine of the District's schools and expanded participation to include other local churches and entities, including college students from San Diego Christian College.

The volunteers were highly organized in completing numerous projects to make schools ready for opening. Projects worked on included:

- Removing weeds, spreading mulch, sweeping sidewalks, removing cobwebs, cleaning windows, emptying rain gutters, and clearing debris at all schools.
- Re-painting of curbs at all schools
- Installation of DG on track at PRIDE Academy
- Planting of a tree at Hill Creek
- Shade Cover replacement or relocation at Carlton Hills, Carlton Oaks, and PRIDE Academy

Tonight, the Board of Education and Administration would like to formally recognize the efforts of Pathways Church and the many volunteers, and express appreciation for their contributions to maintaining the visual appeal and quality of Santee schools.

FISCAL IMPACT:

Estimated value of labor, materials, tools, and supplies provided at no cost = \$60,000.

Agenda B.2.

BACKGROUND:

The Maintenance & Operations department consists of 44 employees providing repair, general maintenance, custodial, warehousing, and grounds maintenance service for nine schools and the district office compound. Under the direction of Christina Becker, the department is divided into functional areas as follows:

- 1 Maintenance Lead oversees and coordinates various maintenance and grounds functions and projects.
- 7 Maintenance Craftworkers provide plumbing, electrical, HVAC, welding, mechanical, plumbing, painting, and fencing services.
- 29 Custodians clean classrooms, offices, libraries, restrooms, kitchens, auditoriums, and exterior areas.
- 4 Groundsworkers mow lawns, trim bushes, pull weeds, spread mulch, plant foliage, and irrigate landscaping
- 1 Warehouse Storekeeper/Craftworker sorts, organizes, stores, and delivers; mail, supplies, and equipment to schools and departments.
- 1 department secretary provides administrative and clerical support.

Tonight, Christina Becker will give the Board of Education a report on activities, accomplishments, and future projects of the Maintenance & Operations department.

Item C. PUBLIC COMMUNICATION

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.

Item D. CONSENT ITEMS

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

Agenda Item D.

Consent Item D.1.1.
Prepared by Cathy A. Pierce, Ed.D.
September 1, 2015

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- August 18, 2015, regular meeting minutes

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____ Item D.1.1.

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

August 18, 2015
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome
President Burns called the meeting to order at 7:00 p.m.
Members present:
Dustin Burns, President
Barbara Ryan, Vice President
Elana Levens-Craig, Clerk
Ken Fox, Member
Administration present:
Karl Christensen, Assistant Superintendent, Business Services
Tim Larson, Assistant Superintendent, Human Resources/Pupil Services
Dr. Stephanie Pierce, Assistant Superintendent, Educational Services
Lisa Arreola, Executive Assistant and Recording Secretary

2. President Burns invited the audience to recite the District Mission and then invited Lisa Arreola, Executive Assistant, to lead the members, staff, and audience in the Pledge of Allegiance.

President Burns announced Superintendent Pierce was not feeling well and was not in attendance at the meeting. President Burns wished her a speedy recovery.

3. Approval of Agenda
It was moved and seconded to approve the agenda.

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

B. REPORTS AND PRESENTATIONS

1. **Superintendent's Report**
 - 1.1. Developer Fees Collection Report
 - 1.2. Use of Facilities Report
 - 1.3. Schedule of Upcoming Events

Karl Christensen mentioned that at the Board's request there were no presentations.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

President Burns invited comments from the public on any item listed under Consent.

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Expenditure Warrants**
- 2.3. **Approval/Ratification of Purchase Orders**
- 2.4. **Approval/Ratification of Revolving Cash Report**
- 2.5. **Acceptance of Donations**
- 2.6. **Approval of Consultants and General Service Providers**
- 2.7. **Approval of Agreement with Waste Management for Trash and Recycling Removal for 2015-16**
- 2.8. **Approval of Contract with NvLS Professional Services, LLC to Provide Assistance with E-Rate Application Submission and Funding Maximization**

- 2.9. **Authorization to Solicit Informal Bids through the CUPCCAC Process for Replacement of Steam Boiler at the Central Kitchen**
- 2.10. **Authorization to Submit Application for 2015-16 Mandated Cost Block Grant**
- 3.1. **Personnel, Regular**
- 3.2. **Approval of Credential Waivers**
- 3.3. **Approval of Various Short Term Positions**
- 3.4. **Approval of Memorandum of Understanding with La Mesa Education for Homeless Children and Youth (EHCY) Consortium**
- 3.5. **Approval of Memorandum of Understanding with Rady Children's Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program – pulled for separate consideration.**
- 3.6. **Adoption of Resolution No. 1516-04 to Eliminate a Vacant Classified Non-Management Position**

President Burns reported there was a revision on Consent Item D.3.1. Personnel, Regular. It was moved and seconded to approve Consent Items with the noted revision; and the exception of Item D.3.5., which was pulled for separate consideration.

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

- 3.5. **Approval of Memorandum of Understanding with Rady Children's Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program**

Member Ryan mentioned she is employed by Rady Children's Hospital and would abstain on this item. Member Fox moved approval.

<i>Motion:</i>	<u>Fox</u>	<i>Burns</i>	<u>Aye</u>	<i>El-Hajj</i>	<u>Aye</u>
<i>Second</i>	<u>Levens-Craig</u>	<i>Ryan</i>	<u>Abstained</u>	<i>Fox</i>	<u>Aye</u>
<i>Vote:</i>	<u>4-0</u>	<i>Levens-Craig</i>	<u>Aye</u>		

E. DISCUSSION AND/OR ACTION ITEMS

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

Business Services

- 1.1. **Adoption of Resolution No. 1516-05, To Authorize Entering into an Agreement with the State of California for Acceptance and Use of a Drought Response Outreach Program for Schools (DROPS) Grant in the Amount of \$1 Million**

Mr. Christensen mentioned the District had an exciting opportunity to take advantage of some funding to improve storm water management, as required by new codes and regulations, and to continue efforts to reduce water costs through conservation. He explained, Christina Becker, Director of Maintenance & Operations, applied for a Drought Response Outreach Program for Schools grant, known as DROPS. Over \$30 million in grant funds were awarded across the State and Santee School District was one of three school districts in San Diego County that received funding; Encinitas Union and San Diego Unified were the other grant recipients. Santee School District was awarded \$1 million. Mr. Christensen mentioned the grant program is administered through the State of California Water Resources Control Board and in order to obtain the funding, the District must adopt a resolution designating authority to finalize an agreement with the State of California for receipt and expenditure of the funds.

Christina Becker expressed her gratitude to the Board for allowing her to apply for the grant and provided a brief presentation explaining the various elements of the grant and potential projects. She explained the Santee Schools Water Conservation and Storm Water Recharge Program goals and targets include pollutant load reduction; water conservation; supply reliability, enhancement, and recycling; and education, outreach, and capacity building. Mrs. Becker mentioned the primary projects for Santee schools include focus on storm-water pollution, retention of storm-water, and re-use or recharge of rainwater; bio-retention basins with rain garden planting; rain barrels/cisterns; and permeable pavers. The proposed priority #1 Low Impact Development (LID) projects include:

- Bio-retention Basins/Rain Gardens at Pepper Drive and at schools where appropriate. Rain flooding to be directed to large PE turf fields to detain rain water to recharge underground water resources.
- Rooftop Capture/Rain Barrels at every junior high addition at six schools and at all school gardens adjacent roofs.
- Dry river bed stream beds at large outfall flow areas at Pepper Drive and Cajon Park and a small one at Sycamore Canyon.
- Bio-swales/retention/detention landscape areas at all inlets in dirt pervious areas both large and small throughout all school sites.
- Constructed dry riverbed clean up improvements at Chet F. Harritt dry riverbed area and student outdoor classroom existing amphitheater; dry riverbeds at Pepper Drive and Cajon Park.

Priority #2 projects, if funding allows, include:

- Permeable Pavers/Pavement proposed at the Pepper Drive LRC/Admin addition.
- Asphalt removal & replacement with drought tolerant species at Pepper Drive quad.
- Slope stabilization in limited areas district funded hydro-seeded mulch to stabilize slopes prior to rain season.
- Turf removal & replacement (artificial and/or drought tolerant plants) in school ornamental lawn areas at various sites with district volunteer and donated labor to reduce water use.
- Limited CalSense smart irrigation controls expansion with a cap of 10% of grant.

Mrs. Becker explained the next steps include finalizing our grant agreement with specific Santee projects this fall. Mr. Christensen explained Administration was seeking approval of a resolution designating Mrs. Becker as the Project Director and authorizing Mr. Christensen to execute an agreement and other documents to secure the funding. Member Ryan moved approval.

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

1.2. Authorization to Utilize the CUPCCAC Informal Bid Process for Demolition of Shower/Locker Building at Sycamore Canyon School

Mr. Christensen explained the old junior high building at Sycamore Canyon is no longer being used for school programs and has fallen into disrepair. Up until just a few months ago, the building was being used exclusively by PTA for storage. For some time, the roof has been leaking and a recent inspection revealed significant damage to the roof. Asbestos was discovered in the roof and other building materials; and since then the building has been closed for any use. Administration recommends demolishing the building as it is no longer used for school programs and is beyond economical repair; and is seeking Board authorization to solicit informal bids through the CUPCCAC process. If authorization is granted, bids would be brought back to a subsequent Board meeting for consideration of award. Mr. Christensen explained the existing drinking fountain on the building would be replaced by Maintenance staff with a free standing one in order to continue to provide access to drinking water on the lower field. Member Levens-Craig inquired if the school would be providing another location for the PTA to store their items. Mr. Christensen mentioned the Principal has been in contact with the PTA discussing other alternatives. Member Ryan moved approval.

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

Educational Services

2.1. Approval for Digital Learning Program

- **Devices for Students – Grade K to 2**

Dr. Pierce explained this item was for the purchase of the last phase of digital devices, cases, and keyboards. Member El-Hajj mentioned that the District should have a plan in place for the storage of the iPads in case the parents opt their student from taking the device home. Dr. Pierce mentioned working with Maintenance & Operations and IT on storage options. President Burns mentioned exploring the option of consistency throughout the District on allowing the lower grade students to take the devices home. Member Levens-Craig inquired on professional development

for the lower grade teachers. Dr. Pierce explained professional development for lower grade teachers would coincide with their grade rollout. President Burns and Member Levens-Craig mentioned they would like to hear from teachers on their teaching and curriculum experiences once the rollouts are complete. Member Fox inquired on student keyboards. Dr. Pierce explained keyboards would be piloted for 1st grade students; as some students will most likely prefer to use the iPad without a keyboard. However, students in 2nd grade would need keyboards for testing. Dr. Pierce mentioned students would also have access to a keyboarding software program. Member El-Hajj inquired on printing capabilities. Dr. Pierce explained the teachers are moving into a paperless environment and do not require printing. However, teachers have the capability to print from their laptops. Bernard Yeo, Director of Technology Services, mentioned the students have the capability to save to the "cloud" and teachers can access their documents and print if necessary. Member El-Hajj inquired on iPad losses/damages and if students would get the same iPad the following year. Mr. Yeo explained there were seven iPads that were unaccounted for, one iPad had a broken screen, and some cases were damaged. Students get the same iPad issued upon their return. Member Ryan moved approval.

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

2.2. Approval for Digital Learning Program

- **Mobile Management System**
- **Apple Onsite Deployment Services**

Dr. Pierce explained the Mobile Management System and Apple Onsite Deployment Services were required hardware and software to support the iPads in the Phase three deployment. President Burns asked Administration to monitor staffing in the Technology Department and be prepared to add additional support, if needed. President Burns expressed his gratitude towards the IT staff for their hard work with the new telephone system and the iPad deployment. Member Levens-Craig moved approval.

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

2.3. Approval of Centralized Teacher Laptop Depreciation and Replacement Plan

Dr. Pierce explained the teacher laptop purchases and replacements is currently the responsibility of the school sites. Bernard Yeo, Director of Technology, explained by centralizing the purchase, depreciation, and replacement of teacher laptops, the District will be able to plan for depreciation and replacement; create technology equity; and manage mobile technology inventory. Mr. Yeo reviewed the current inventory; and proposed replacement schedule/costs for the next five years.

Member Fox inquired on the use of the older laptops. Dr. Piece explained a plan has been put in place to repurpose, resell, use them for parent training and/or give sites the option to use. Member El-Hajj expressed her concern on teacher laptops not having options for CDs. Mr. Yeo explained teachers would have an option of using an external drive. Member Ryan moved approval.

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

F. BOARD POLICIES AND BYLAWS

1.1. Second Reading: Board Policy 4158 – “Employee Security”

The Board reviewed and discussed Board Policy 4158 – Employee Security and asked that the policy and administrative regulation be brought back to the next meeting for further discussion. No action was taken on this item.

G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Member Ryan shared she is currently the chair of the Chamber of Commerce Government Affairs Committee. She mentioned being approached about the Santee School site and inquired on the status of the property. Mr. Christensen explained it was currently scheduled to go before City Council at the September 9 meeting. He mentioned it is zoned as residential and park open space. Member Ryan inquired on the relocation of the Chamber of Commerce office and the timeline. The Board discussed the possibility of the relocating the Chamber of Commerce office to Cajon Park.

Member Levens-Craig shared the Kiwanis had inquired about a presentation at their October meeting. The Board asked Member Levens-Craig to inquire on the presentation subject area and work with the Superintendent on the presentation.

H. CLOSED SESSION

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

1. Public Employee Discipline/Dismissal/Release (Gov't Code § 54957)
2. Conference with Labor Negotiator (Gov't Code § 54957.6)
*Agency Negotiators: Karl Christensen, Assistant Superintendent; and
Tim Larson, Assistant Superintendent*
Employee Organization: Santee Teachers Association
3. Conference with Labor Negotiator (Gov't Code § 54957.6)
*Agency Negotiators: Karl Christensen, Assistant Superintendent; and
Tim Larson, Assistant Superintendent*
Employee Organization: Classified School Employees Association
4. Conference with Real Property Negotiators (Gov't Code § 54956.8)
Property:
 - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as Renzulli site)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)**Agency Negotiator: Karl Christensen, Assistant Superintendent*
5. Public Employee Performance Evaluation (Gov't Section § 54957)
Superintendent

The Board entered closed session at 8:06 p.m.

I. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 8:53 p.m. No action was reported.

J. ADJOURNMENT

With no further business, the regular meeting of August 18, 2015 adjourned at 9:40 p.m.

Elana Levens-Craig, Clerk

Cathy A. Pierce, Ed.D., Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
September 1, 2015

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$1,278 as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.1.

Board Travel Report - September 1, 2015

Travel Dates		Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Monday,	08/17/15	Connie Ryer Lou Ann Maheu	CNS CNS	Premier Food Safety	El Cajon	\$0 \$0	\$139 \$139	Child Nutrition Services Child Nutrition Services	This workshop provides the SERVE SAFE certificate.
Tuesday,	09/22/15	Katyrose Reed	Pepper Drive	PECS Level 1 Training	San Marcos	\$0	\$378	Special Education	This workshop will focus on instructional strategies to rapidly teach communication skills to those with limited functional speech.
Tuesday,	09/22/15	Debbie Wilson	Hill Creek	Mental Health Disorders in Schools	SDCOE	\$0	\$34	Special Education	This workshop will provide information on mental health conditions and the supports students need to succeed.
Thursday,	10/01/15	Debbie Wilson	Hill Creek	Educators Guide to Working with Mental Health Conditions	SDCOE	\$0	\$34	Special Education	This workshop will provide information on mental health proactive supports and strategies.
Thursday,	10/01/15	Hope Michel Kathy McKinnon	Special Education Educational Services	Student Records, Custody, and Residency Issues	SDCOE	\$0 \$0	\$95 \$95	Educational Services	The workshop will review student records, custody, and residency concerns.
Various dates,	10/06/15 - 05/17/16	Hope Michel Renee Steel	Special Education Educational Services	San Diego Council Administrators of Special Education	San Diego	\$0 \$0	\$182 \$182	Special Education Special Education	This is a 4-part series of special education workshops.
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California									
19				(NONE)					

Consent Item D.2.2.
Prepared by Karl Christensen
September 1, 2015

Approval/Ratification of Revolving Cash Report

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval of check #22388 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$25.00 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

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

Date	Number	Name	Memo	Amount
08/19/15	22388	Laura Spellacy	Stop Payment Fee on Health Benefit Check	25.00

Total Checks Written

\$25.00

Total to be Reimbursed

\$25.00

Consent Item D.2.3. Acceptance of Donations
 Prepared by Karl Christensen
 September 1, 2015

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>
Books and CDs to Support the Classroom Project, "Listening Center"	\$51.83	DonorsChoose.org	Hill Creek School
TOTAL DONATIONS RECEIVED	\$51.83		

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The donation above is valued at \$51.83.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

Consent Item D.2.4. Approval/Ratification of Expenditure Transactions
Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)
September 1, 2015

BACKGROUND:

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

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period July 1, 2015 through July 31, 2015.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

There were 71 transactions totaling \$13,076.06 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20150705	ABEL,CATHY	CHILD NUTRITION	PREMIER FOOD SAFETY	278.00	Food Safety Class/Certificate - Valerie Olson & Julie Schwartz
20150708	ABEL,CATHY	CHILD NUTRITION	HAGGEN #02192	11.92	Produce - Summer School
20150709	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAUURANT STORE	221.84	Kitchen / Site Supplies
20150712	ABEL,CATHY	CHILD NUTRITION	CENTRAL REST PRODUCTS	702.52	Kitchen Supplies
20150721	ABEL,CATHY	CHILD NUTRITION	HAGGEN #02192	12.95	Produce - Summer School
20150724	ABEL,CATHY	CHILD NUTRITION	SEARS COM 9300	547.65	Upright Freezer Replacement Carlton Hills
20150726	ABEL,CATHY	CHILD NUTRITION	TARGET COM *	14.02	Kitchen Supplies
20150726	ABEL,CATHY	CHILD NUTRITION	TARGET COM *	29.13	Kitchen Supplies
20150727	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAUURANT STORE	450.41	Kitchen / Site Supplies
20150730	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5125	231.43	Office Supplies , Desk Calendars, Binders
20150730	ABEL,CATHY	CHILD NUTRITION	LINCO CASTER	1,441.36	Platform Hand Trucks
20150731	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #5101	14.88	Desk Pad
20150731	ABEL,CATHY	CHILD NUTRITION	COUNTY OF SAN DIEGO DE	284.00	Inspection Fee Cajon Park
				4,240.11	
20150707	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALBERTSONS #6710	26.98	Supplies for Board Meeting
20150708	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BASKIN #360081 Q35	24.99	Supplies for Board meeting
				51.97	
20150717	AVILA,EVONN	BUSINESS SERVICES	GALLUP INC -US	499.50	Professional Development - PLT Retreat
20150724	AVILA,EVONN	BUSINESS SERVICES	VCN*EL CAJON SD CO DEB	28.50	Recording of Quitclaim Deed
20150724	AVILA,EVONN	BUSINESS SERVICES	COSTCO CHECKS & FORMS	39.33	Revolving Cash Account Checks
20150728	AVILA,EVONN	BUSINESS SERVICES	WWW.WARESDIRECT.COM	74.57	Restock Stores Supplies - fold top bags
				641.90	
20150702	BAKER,HOPE	OST PROGRAMS	WAL-MART #5140	228.79	OFFICE/OTHER INSTRUCTIONAL-ARTS & CRAFT-PLAY TOYS
20150702	BAKER,HOPE	OST PROGRAMS	BEST BUY MHT 00011452	313.16	OTHER/INSTRUCTIONAL-ITEMS FOR IPADS
20150715	BAKER,HOPE	OST PROGRAMS	DOLRTREE 3194 00031948	52.92	OTHER/INSTRUCTIONAL-ARTS & CRAFTS-ROOM SUPPLIES
20150724	BAKER,HOPE	OST PROGRAMS	TARGET 00014100	59.90	OTHER/INSTRUCTIONAL-ROOM SUPPLIES
20150726	BAKER,HOPE	OST PROGRAMS	AMC MISSION VALLEY #02	330.00	ADMISSIONS/ENTRANCE FEES
				984.77	
20150702	BRASHER,PAMELA	OST PROGRAMS	SMARTNFINAL36010803609	39.98	FOOD SUPPLIES
20150707	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	50.30	OTHER/INSTRUCTIONAL/ART & CRAFT SUPPLIES
20150707	BRASHER,PAMELA	OST PROGRAMS	DOLRTREE 3194 00031948	54.00	OTHER/INSTRUCTIONAL/ART SUPPLIES
20150712	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	186.76	OTHER/INSTRUCTIONAL/ART & CRAFT ITEMS
20150712	BRASHER,PAMELA	OST PROGRAMS	MICHAELS STORES 3256	19.44	Split - ASES - OTHER/INSTRUCTIONAL/ARTS & CRAFT SUPPLIES (11.22%)
20150712	BRASHER,PAMELA	OST PROGRAMS	MICHAELS STORES 3256	153.79	Split - PS OTHER/INSTRUCTIONAL/ARTS & CRAFT SUPPLIES (88.78%)
20150730	BRASHER,PAMELA	OST PROGRAMS	SAN DIEGO JR THEATRE	730.00	ADMISSIONS/ENTRANCE FEES
				1,234.27	
20150726	BROGAN-BARANSKI,K	EDUCATIONAL SERVICES	AMAZON COM	25.92	Prof Dev - Writing Performance Book
				25.92	
20150723	HOHIMER,KAREN	HILL CREEK	SUPERSHUTTLE EXECUCARN	101.50	Transportation- Writing Institute NYC
20150731	HOHIMER,KAREN	HILL CREEK	DELTA	25.00	Writing Institute NYC - luggage fee
20150731	HOHIMER,KAREN	HILL CREEK	DELTA	25.00	Writing Institute NYC - Luggage fee
				151.50	
20150701	LINDSAY,JERELYN	CARLTON HILLS	EXCELSIOR HOTEL	1,141.34	Split - Lodging- Writing Institute in NYC (50%)
20150701	LINDSAY,JERELYN	CARLTON HILLS	EXCELSIOR HOTEL	1,141.33	Split - Lodging- Writing Institute in NYC (50%)
20150723	LINDSAY,JERELYN	CARLTON HILLS	EDMENTUM/EDOPTIONACADE	500.00	Reading Eggs software
				2,782.67	
20150707	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	DISNEY RESORTS	723.39	PowerSchool University Lodging
20150709	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	BARNES & NOBLE #2733	146.79	Apple Training Books
20150717	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WWW.SIMPLISAFE.COM	24.99	Security System
20150721	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	CRUCIAL.COM	71.27	Memory Kit Special Ed
20150721	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	FRY'S ELECTRONICS #15	123.08	Digital Learning iPad Configuration adapters
20150722	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WWW.SIMPLISAFE.COM	24.99	Security System
20150726	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AWL*PEARSON EDUCATION	45.49	Apple Training Books
				1,160.00	
20150715	MARTIN,SUZANNE	CHET F. HARRITT	REI*GREENWOODHEINEMANN	768.54	Writing curriculum: Lucy Calkin's Writer's Workshop Units of Study, grades 1, 6, 7, 8. Title 1 budget
				768.54	
20150730	MCKINNON,KATHY	EDUCATIONAL SERVICES	AMAZON COM	62.47	Prof Dev - Writing Pathways Book
				62.47	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20150710	MICHEL,HOPE	SPECIAL EDUCATION	TFH USA LTD	173.00	Low incidence items for student L. O'Dell
20150712	MICHEL,HOPE	SPECIAL EDUCATION	TOYS FOR SPECIAL CHILD	418.28	Split - communicator for the blind - (73.4%)
20150712	MICHEL,HOPE	SPECIAL EDUCATION	TOYS FOR SPECIAL CHILD	151.57	Split - low incidence items for special needs student (26.6%)
20150714	MICHEL,HOPE	SPECIAL EDUCATION	FLAGHOUSE INC	29.25	Massage pillow for student in R. Habich class
20150731	MICHEL,HOPE	SPECIAL EDUCATION	NCS PEARSON	15.23	Split - Testing Protocol (10%)
20150731	MICHEL,HOPE	SPECIAL EDUCATION	NCS PEARSON	68.53	Split - Testing Protocol (45%)
20150731	MICHEL,HOPE	SPECIAL EDUCATION	NCS PEARSON	68.53	Split - Testing Protocol (45%)
				924.39	
20150707	ORTEGA,KAREN	HUMAN RESOURCES	SANDWICH BAGS	94.16	Carlton Oaks Principal Interviews - 7/6/15
20150714	ORTEGA,KAREN	HUMAN RESOURCES	DOLRTREE 3194 00031948	5.40	Greeting cards for HR department
				99.56	
20150710	PIERCE,CATHY A	SUPERINTENDENT'S OFFICE	CHILI'S SANTEE	24.93	Lunch meeting
				24.93	
20150724	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	SPRINT *WIRELESS	98.84	Fraudulent Transaction- Bank has been notified
20150727	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	COMFORT INNS	128.56	Fraudulent Transaction- Bank has been notified
				227.40	
20150724	RIFFEL,MEREDITH	PUPIL SERVICES	IN *DUXBURY SYSTEMS, I	320.00	license upgrade for braille translator
20150724	RIFFEL,MEREDITH	PUPIL SERVICES	OFFICE DEPOT #908	86.70	office supplies for Meredith
20150726	RIFFEL,MEREDITH	PUPIL SERVICES	TARGET 00014852	25.64	office supplies
				432.34	
20150708	ROSA,JIM	RIO SECO	EXCELSIOR HOTEL	(2,282.67)	Lodging- Writing Institute in NYC (REFUND)
				(2,282.67)	
20150715	SCHWELLER,JOHN	PUPIL SERVICES	THERAPY SHOPPE INC #3	100.51	Materials for OT
20150715	SCHWELLER,JOHN	PUPIL SERVICES	DMi* DELL BUS ONLINE	259.18	Printer cartridges for Hope
20150723	SCHWELLER,JOHN	PUPIL SERVICES	DISCOUNT SCHOOL SUPPLY	40.17	OT materials
				399.86	
20150715	SHEEN,KRISTINA D	OST PROGRAMS	UCSD BIRCH AQ VISIT SE	856.00	ADMISSIONS/ENTRANCE FEES FT
20150723	SHEEN,KRISTINA D	OST PROGRAMS	99 CENTS ONLY STORES #	47.62	OTHER/INSTRUCTIONAL/ARTS & CRAFTS SUPPLIES
20150730	SHEEN,KRISTINA D	OST PROGRAMS	VILLAGE GRILL	6.21	FOOD - NUT ALLERGY LUNCH
				909.83	
20150706	STARKEY,MARK	INFORMATION TECHNOLOGY	THE HOME DEPOT 6634	10.78	Microfiber Cloths for iPads
20150721	STARKEY,MARK	INFORMATION TECHNOLOGY	APPLE STORE #R040	225.52	Lightning Camera Adapters for iPads
				236.30	
				13,076.06	

Consent Item D.2.5.
Prepared by Karl Christensen
September 1, 2015

Adoption of Resolution No. 1516-06 to Certify 2014-15
Gann Limit Appropriations Recalculation and an
Estimated Limit for 2015-16

BACKGROUND:

In 1979, California voters approved a spending limit for State and local government agencies including school districts. California State Constitution, Article XIII B, requires that each district annually prepare a resolution for Board approval which reflects the funds subject to the Gann Limit Appropriation for fiscal year 2014-15 and an estimate for fiscal year 2015-16.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1516-06 for the recalculation of appropriation limit and funds subject to the Gann Limit for the fiscal year 2014-15 and an estimate for 2015-16.

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 2014-15 appropriations subject to the Gann limitation are \$34,097,630.86 and the 2015-16 appropriations subject to the Gann limitation are estimated to be \$35,400,160.36.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

**RESOLUTION NO. 1516-06
RESOLUTION OF THE SANTEE SCHOOL DISTRICT
TO CERTIFY THE 2014-15 GANN LIMIT APPROPRIATIONS RECALCULATION
AND AN ESTIMATED LIMIT FOR 2015-16**

On motion of _____ and seconded by _____, the following resolution is hereby adopted:

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2014-15 fiscal year and a projected Gann Limit for the 2015-16 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2014-15 and 2015-16 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2014-15 and 2015-16 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Santee School District Board of Education on the 1st day of September, 2015, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Elana Levens-Craig, Clerk of the Board of Education of the Santee School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at the regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

Clerk of the Board of Education

BACKGROUND:

On July 7, 2015, the Board of Education approved an extension to the Security Services Agreement with Santee SD Security, operated by Terry Stasch, for the 2015-16 fiscal year. Mr. Stasch has been providing the below listed services for the District since 2008:

- Patrol DISTRICT facilities on weekdays during the hours between 2:00 p.m. to midnight and as needed on weekends.
- Be available 24 hours a day/seven days a week to evaluate and respond to DISTRICT security issues, as needed, including notification of local law enforcement services when appropriate.
- Liaison with City fire and safety personnel regarding issues or concerns pertaining to DISTRICT.
- Respond to phone calls from DISTRICT staff reporting safety or security issues.
- Continuously monitor, evaluate and make recommendations to improve DISTRICT's security systems and procedures.
- Complete nightly written inspection reports of all DISTRICT facilities to include verification of perimeter fence security, doors, alarms and camera systems.
- Complete nightly written inspection reports of building conditions (based on established DISTRICT standards), readiness and possible safety concerns.
- Monitor, and make recommendations, for traffic control at school sites to increase safety.
- Collect deposit bags from each school site and deliver them to the District Office by 4:30 each school day

On or about July 13, 2015, Mr. Stasch received a letter from the State of California Bureau of Security and Investigative Services notifying him that he did not have the proper licensing to provide Private Patrol services through his own business (Private Patrol Operator License). Instead, his license only allows him to be employed by another company or entity to provide these services. Consequently, the District suspended the Agreement with Santee SD Security and all security services as of July 21, 2015 until such time as the licensing defect could be remedied or alternative solutions could be found.

Mr. Stasch has stated he will be pursuing the Private Patrol Operator License but it requires taking several classes and passing an examination. This process will take some time. In the interim, Mr. Stasch's mentor in the security services field, Michael Tew, who teaches courses in the field and operates his own business which is properly

licensed (MT Security and Investigations: License No. PPO 14929), has agreed to employ Mr. Stasch and contract with the District to continue security services through the 2015-16 school year.

MT Security and Investigations has provided evidence of the proper licensing and two (2) references were called to verify service quality. Both references provided positive feedback on the services provided by MT Security and Investigations. Under the new Security Services Agreement, the monthly payment amounts to MT Security and Investigations equal the amount that would have been paid to Santee SD Security under the agreement approved by the Board of Education on July 7, 2015.

RECOMMENDATION:

It is recommended that the Board of Education approve the Security Services Agreement with MT Security and Investigations to Provide Security Services for the 2015-16 Fiscal Year Beginning September 2, 2015.

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact is \$47,920 for 10 months of service.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

SECURITY SERVICES AGREEMENT

This Agreement (“Security Services Agreement”) is entered into this 1st day of September, 2015 between the Santee School District (“DISTRICT”) and MT Security and Investigations (“MT SECURITY”).

SCOPE OF SERVICES:

MT SECURITY shall provide the following services:

- Patrol DISTRICT facilities on weekdays during the hours between 2:00 p.m. to midnight and as needed on weekends.
- Be available 24 hours a day/seven days a week to evaluate and respond to DISTRICT security issues, as needed, including notification of local law enforcement services when appropriate.
- Liaison with City fire and safety personnel regarding issues or concerns pertaining to DISTRICT.
- Respond to phone calls from DISTRICT staff reporting safety or security issues.
- Continuously monitor, evaluate and make recommendations to improve DISTRICT’s security systems and procedures.
- Complete nightly written inspection reports of all DISTRICT facilities to include verification of perimeter fence security, doors, alarms and camera systems.
- Complete nightly written inspection reports of building conditions (based on established DISTRICT standards), readiness and possible safety concerns.
- Monitor, and make recommendations, for traffic control at school sites to increase safety.
- Collect deposit bags from each school site and deliver them to the District Office by 4:30pm each school day.

TERMS AND CONDITIONS:

The term of this Agreement shall be from September 2, 2015 through June 30, 2016.

MT SECURITY shall provide its own clearly marked vehicle and uniform at its expense. Monitoring and inspection reports will be summarized and submitted to the Director of Maintenance, Operations, and Facilities on a weekly basis.

MT SECURITY shall provide liability insurance with coverage, limits, and carrier approved by DISTRICT. A copy of the policy shall be provided to DISTRICT, upon

request. MT SECURITY shall ensure that the carrier notifies DISTRICT in advance of termination.

MT SECURITY shall ensure that it is properly bonded to protect itself and the DISTRICT from loss or theft of cash and checks contained in sealed deposit bags to be picked up at schools by MT SECURITY and delivered to the District Office daily. MT SECURITIES shall provide proof of bonding to DISTRICT upon request.

MT SECURITY shall employ staff that is courteous, helpful and considerate to provide services under this contract. MT SECURITY employees shall not use improper language or act in a loud, boisterous manner, or act in any inappropriate or improper manner as determined by DISTRICT.

MT SECURITY agrees that all service personnel under this contract shall be employees of the security company, who has the sole and exclusive right to hire and discharge any employees, and shall be solely responsible for all actions and functions to be carried out by its employees.

MT SECURITY shall be and remain an Independent Contractor with respect to all services performed under the contract. MT SECURITY accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker's 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 MT SECURITY employees and work under MT SECURITY's control and supervision. MT SECURITY employees shall not be deemed employees of DISTRICT for any purpose, and shall not acquire any rights or benefits provided for employees of DISTRICT. However, MT SECURITY's supervisors shall, in the performance of services in this contract, comply with the written or verbal instructions received from authorized DISTRICT representatives. Supervisors shall then be directly responsible for transmitting this information to MT SECURITY employees.

Precautions shall be exercised at all times for the protection of persons and property. MT SECURITY shall conform to all OSHA, State, County and City regulations while performing services under the terms and conditions of this Agreement.

MT SECURITY certifies that it is fully licensed in the State of California to provide security services and shall maintain said licenses current and in proper form for the entire term of this Agreement.

MT SECURITY personnel are required to adhere to all Federal, State and Local laws that apply to the provisions of the services under this contract, as well as those laws that regulate the general public. The special role of MT SECURITY employees in securing people and property in no way relieves MT SECURITY or its employees of this obligation.

MT SECURITY shall complete criminal and civil background investigation checks on all of its employees working in DISTRICT facilities. MT SECURITY shall provide a copy of criminal and civil histories for those documents considered public record upon request.

For purposes of scheduling, holidays observed by the DISTRICT are as follows:

HOLIDAYS (15):

Labor Day	Veteran’s Day
Day prior to Thanksgiving Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Eve
Christmas Day	New Year’s Eve
New Year’s Day	Martin Luther King’s Birthday
Lincoln’s Birthday	Washington’s Birthday
Good Friday	Memorial Day
Independence Day	

TERMINATION: Either party may terminate this Agreement at any time with cause (“Termination for Cause”) or without cause (“Termination for Convenience”). For Termination for Cause, the terminating party shall provide seven (7) days advance written notice to the other party. For Termination for Convenience, the terminating party shall provide thirty (30) days advance written notice to the other party.

SERVICE PERSONNEL: It is expressly understood, that MT SECURITY shall assign Terry Stasch exclusively to the DISTRICT account to provide all services enumerated in Scope of Services. In the event that MT SECURITY is unable to comply with this condition, MT SECURITY shall provide immediate written notice to DISTRICT and DISTRICT may immediately terminate, with no advance notice, this Security Services Agreement by providing written notice to MT SECURITY.

FLEX DAYS: MT SECURITY may schedule and provide Service Personnel up to fifteen (15) flex days off throughout the contract period for time on duty outside of the regular hours of operation to cover special activities pursuant to advance notification to DISTRICT, or in case of emergencies that may arise.

In the event that this Security Services Agreement is renewed for a subsequent year, unused flex days not used from the previous year may be carried over to the next year

for use, up to a maximum of fifteen (15). MT SECURITIES shall not be entitled to cash payment for any unused flex days.

PAYMENT FOR SERVICES: In exchange for rendering services as outlined above, MT SECURITY shall be paid \$4,792 per calendar month, prorated for months in which services are rendered for less than a full calendar month based on the total number of potential service days in the month.

Approved by DISTRICT Board of Education _____

DISTRICT Representative (Karl Christensen)

MT SECURITY (Michael A. Tew)

Consent Item D.3.1.

Approval of Supplemental Educational Services
Contracts for the 2015-16 School Year

Prepared by Dr. Stephanie Pierce
September 1, 2015

BACKGROUND:

On January 8, 2002, President Bush signed the No Child Left Behind (NCLB) Act of 2001. Based on this law, the State determines a goal for the percent of students proficient or advanced each year known as Adequate Yearly Progress (AYP). Schools that fail to meet the AYP proficiency goal for two consecutive years are classified as Program Improvement schools.

Chet F. Harritt School and PRIDE Academy at Prospect Avenue School remain in year two or more of Program Improvement (PI). Due to this PI status, Chet F. Harritt and PRIDE Academy must offer school choice to all students as well as supplemental tutorial services for students not yet proficient in grade-level standards. The NCLB legislation provides for Title I funds to be used to pay for Supplemental Educational Services (SES). This legislation also provides the maximum amount expended per child based on the Title I allocations. The individual pupil allocation for 2015-16 for Santee School District is \$646.60. California Department of Education has developed a list of approved SES providers with associated fees. This list will be given to all eligible families enrolled at Chet F. Harritt and PRIDE Academy with a letter advising them of the availability of supplemental tutorial services for their child. The attached contract template is provided by San Diego County Office of Education. This contract template will be used for each of the vendors on the attached list that request to be an SES provider and meet the requirements for the Santee School District, changing only the company name.

RECOMMENDATION:

It is recommended that the Board of Education approve the Supplemental Educational Support Contracts for the 2015-16 school year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The cost of providing SES services for the 2015-16 school year is estimated to be \$93,110. This is up to 20 percent of Title I funds less expenses for school choice transportation.

STUDENT ACHIEVEMENT:

Title I Supplemental Educational Services provide intervention services for students who need educational support.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Supplemental Educational Services (SES) Provider - Approved Providers for a District (CA Dept of Education)
 File downloaded on 8/13/2015 9:38 AM

	Provider Business Name
1	! # 1 Tutoría, Maestros, Tabletas
2	! # 1 WE CAN Querer es Poder with NOOK Tablets!!
3	! MathWiz
4	!!! 1st Choice Android Smart-Phone Tutoring
5	!!! Apple iPad & Android Tablet Tutoring !!!
6	!! #1 IPAD TUTORING !!
7	!!! 1 A 1 TUTORÍA TABLET COMPUTER !!!
8	! # 1 Touch-Screen Tablet Computer Tutoring
9	! #1 A+ STUDENT LEARNING ACADEMY/CENTER!
10	! ACE Tutoring Services, Inc.
11	#1 Academia de Servicio de Tutoria
12	#1 Achieve Academic Excellence
13	#1 Educando con Tabletas
14	#1 in Learning Online, Inc.
15	¡Alpha! Innovation through Education
16	¡Aprende! Tutoring
17	1 2 3 MATH
18	1 iPad Gratis LLC
19	1 Online Tutoring LLC
20	1 to 1 Study Buddy Tutoring, Inc.
21	1 to 1 Study Buddy Tutoring, Inc.
22	5 Star Tutors LLC (CA)
23	A + Educational Centers
24	A Better Tomorrow Education
25	A Tree of Knowledge Educational Services, Inc.
26	Above & Beyond Learning, Inc.
27	Academic Tutoring Services, Inc.
28	Access To Learning
29	Accuracy Temporary Services, DBA ATS Project Success

	Provider Business Name
51	Digital Network Groupd DBA Kinetic Potential Scholars
52	Doctrina Tutoring
53	Educando Lideres
54	Education and Leadership Foundation (Education and Leadership NOW! / Educación y Liderazgo YÁ!)
55	EduPlus LLC
56	Eduwizards, Inc.
57	Elevate Learning, LLC
58	Empact Community Connections dba @Education Today
59	Encourage Tomorrow
60	Future Stars Tutoring Services Center
61	Future Stars Tutoring Services Center
62	Hillco Tutoring DBA Tutoring Club
63	HT Learning Center, Dr. Kris Nhan Truong
64	ICES Education, LLC
65	Keep Hope Alive Project
66	Leading Edge Learning Center, LLC
67	Leading Edge Tutors Inc.
68	LEARN (a DBA of Rio Hondo Education Consortium)
69	Learn with iPads LLC
70	LEARNING FUNDAMENTALS, LLC
71	MAJICOO TUTORING
72	Miracle Math Coaching - Brain Based Learning
73	Mobile Minds Inc. DBA: Mobile Minds Tutoring
74	Multilingual Mania
75	MyMath.Net Inc
76	Oxford Tutoring
77	Pearson Learning Center
78	Professional Tutors of America Inc.
79	Project SHARE-SES- Shasta County Office of Education

30	Accuracy Temporary Services, DBA ATS Project Success
31	Ace it! Tutoring Powered by Sylvan Learning (Zoglin Inc.)
32	Achievement Matters, Inc.
33	Adaptive Learning LLC
34	Advanced Reading Solutions LLC dba UROK Learning Institute
35	Amazing A Academics
36	Arithmetic Solutions
37	Basic Educational Services Team, Inc.
38	Boys & Girls Clubs of Central Sonoma County
39	Boys2Men Foundation Inc. dba Boys2MenGirls2Women Tutoring Services
40	Brain Hurricane, LLC
41	Brainiac Learning
42	Bright Future
43	Carter, Reddy & Associates, Inc.
44	Catapult Learning West, LLC (DBA Catapult Learning)
45	Cesar Chavez Foundation
46	Club Z! In-Home Tutoring Services, Inc.
47	Community College Foundation
48	Creative Brain Learning
49	Datamatics, Inc. DBA Achieve HighPoints
50	Datamatics, Inc. DBA Achieve Reading

80	Rocket Learning Partners, LLC (DBA Rocket Learning On-Line)
81	SCV Tutors, LLC DBA A Tutor Now
82	Spectrum Solutions LLC
83	Studentnest, Inc. (dba:studentnest.com)
84	Sullivan Learning Systems, Inc.
85	Sullivan Learning Systems, Inc.
86	Sylvan Learning of Bonita Operated by 40 Acres and A Mind, Inc.
87	Sylvan Learning of La Mesa Operated by 40 Acres and A Mind, Inc.
88	Teach-n-Tutor (DBA) Teach-n-Tutor, Inc. (legal name)
89	The Learning Curve
90	Total Education Solutions
91	Tutorial Services
92	TutorWorks INC
93	United Tutors
94	Variations Educational Services LLC
95	Voice of Hope
96	VTA Tutoring Services
97	You Can Do It

Santee School District
No Child Left Behind – Title I Program

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER/DISTRICT CONTRACT
THIS SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER/DISTRICT CONTRACT
("Contract") is made and entered into on _____, 2015, between the Santee School District

(hereinafter referred to as "District"), a public school district duly operating under the laws of the state of California,
and _____

_____ (include address/phone number), the supplemental educational services provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplemental educational services to eligible DISTRICT students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the PROVIDER/DISTRICT to develop, in consultation with parents a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement. In the case of a student with disabilities, the goals are consistent with the student's individual educational plan (IEP).
- b. Requires a description of how the student's parents and teacher or teachers will be regularly informed of the student's progress;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to making payment to the provider by the DISTRICT;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental educational services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplemental educational services provider;

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parents/guardians of eligible students;

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Student Learning Plan (SLP)

A Student Learning Plan (SLP) shall be completed by the PROVIDER, in consultation with the parent/guardian for each student selected by the DISTRICT as eligible to receive supplemental educational services from PROVIDER. By executing the SLP, the PROVIDER acknowledges and accepts the terms specified in the Student Learning Plan. No tutoring services to students may commence without written DISTRICT approval of a Student Learning Plan. DISTRICT approval of the SLP is contingent upon the following: 1) completion of all fields; 2) two signatures from parent/guardian; 3) two signatures from authorized signer for PROVIDER. Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. At any time during the term of this Contract, PROVIDER, DISTRICT or the parents/guardians may request a review of a student's SLP.

PROVIDER shall not unilaterally terminate any Student Learning Plan. PROVIDER shall obtain written authorization from DISTRICT before terminating any Student Learning Plan.

PROVIDER shall immediately report via email or fax, to the DISTRICT, when a parent of a DISTRICT student has requested a withdrawal from SES services. PROVIDER shall also inform parents/guardians to contact the DISTRICT if their desire is to change programs.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, agreed upon in advance and signed by the parents/guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligation or expense in excess of the state/federal reimbursement amount.

2. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by DISTRICT.

3. Student Records

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT's student. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT any student record without the written consent of the parent/guardian or DISTRICT. Upon completion or termination of the Student Learning Plan or termination of this Contract, PROVIDER shall turn over to DISTRICT all student records for DISTRICT's eligible students to whom PROVIDER has provided services under this Contract.

4. Access by DISTRICT

PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT's eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT, and DISTRICT shall be invited to participate in the review of each student's progress by PROVIDER. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Fingerprints

In accordance with Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and, upon receipt of those checks, certify to the DISTRICT that no employee of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply DISTRICT with a list of names of those employees who are cleared to work with the students of the DISTRICT. A fingerprint certification form will be submitted with monthly invoices and attendance registers.

6. Independent Contractor Status

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

7. Mandatory SES PROVIDER Informational Meeting

PROVIDER agrees to send a representative to the SES Informational Meeting to be scheduled in October 2015 (tentatively). Attendance is required in order to provide tutoring services to eligible students of DISTRICT.

8. Conflict of Interest

PROVIDER agrees to furnish to DISTRICT (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

9. Accident/Incident Report

PROVIDER agrees to submit a written accident report to DISTRICT within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Interpreters, Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all interpreters (translators), supplies, equipment, and facilities for a pupil as necessary to fulfill the terms and conditions of the Student's Learning Plan.

PROVIDER shall notify DISTRICT in writing when unable to comply with the disclosure and notification terms of the Student Learning Plan due to language barrier.

PROVIDER must notify the DISTRICT of the type and amount of incentives offered to students. DISTRICT has the right to refuse.

13. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by DISTRICT. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit.

14. Indemnification

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

DISTRICT shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents and employees from all liabilities and claims for damage for death, sickness, injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of DISTRICT, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

15. Insurance

During the entire term of this Agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of insurance coverage as follows:

- a. Commercial General Liability, including both bodily injury and property damage, with limits as follows:
 - i. \$1,000,000 per occurrence for damages arising out of death, bodily injury, sickness or death
 - ii. \$1,000,000 per occurrence for all damages and liability arising out of injury to or destruction of property
 - iii. \$3,000,000 aggregate
- b. Automobile Liability for vehicles used in relation to the performance of service(s) by **PROVIDER** as follows:
 - i. \$1,000,000 per occurrence for each person
- c. Worker’s Compensation insurance as required by the State of California (Section 3700 of the labor code of the State of California), with Statutory Limits and Employer’s Liability Insurance limit of \$1,000,000 per accident for bodily injury or disease

Not later than the effective date of this Agreement, PROVIDER shall provide DISTRICT with satisfactory evidence of insurance, naming DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to DISTRICT before cancellation or material change evidencing the above coverage. DISTRICT reserves the right to revise the requirements of this provision at any time. If DISTRICT determines that additional insurance is necessary, DISTRICT will reopen negotiations with PROVIDER to modify the terms of this agreement. Failure to maintain the above-mentioned coverage will be cause for termination of this Contract.

16. Monthly Invoices

Invoices will be paid only for tutoring services provided to students who have a DISTRICT-approved Student Learning Plan. DISTRICT payments to PROVIDER are only for direct tutoring services completed for eligible students; there is no SES reimbursement for paperwork completion or administration of pre- or post-tests. PROVIDER shall electronically enter monthly tutoring hours in the SES Provider database that is shared with DISTRICT. The monthly invoice may be generated from the SES Provider database. A copy of that invoice must be sent to the DISTRICT per the timetable below and accompanied by the original of the parent-signed tutoring log and progress report for every student for whom tutoring services are being billed. DISTRICT shall not pay for non-attendance of students. DISTRICT shall process payments to PROVIDER within forty-five (45) days of approval of such invoices. Total amount invoiced per student shall not exceed the maximum annual Per Pupil Allowance of **\$646.60** as determined by the California Department of Education. Invoices must be submitted on a monthly basis and are due no later than the date indicated in the following table:

Service Month	Invoice Due	Service Month	Invoice Due
November	12/15/15	March	4/15/16
December	1/15/16	April	5/16/16
January	2/15/16	May	6/3/16
February	3/15/16		

All tutoring services must be completed by May 20, 2016. End of year invoices and accompanying paperwork must be delivered to DISTRICT no later than June 3, 2016. PROVIDER will not be reimbursed if invoices and required accompanying documentation are not submitted within required timelines.

17. Tutoring Log/Records of Attendance

PROVIDER shall maintain daily records of student services provided, including the name/address of the student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall provide a copy of tutoring log, signed by parent/guardian, with monthly invoices to DISTRICT.

18. Student Progress Reports

PROVIDER will produce a monthly report informing the student's parent/guardian of the student's progress. All reports will be in writing and in a language that the parent can understand. A copy of each student's Progress Report is to accompany the monthly invoice submitted to the DISTRICT.

19. Right to Withhold

DISTRICT may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the DISTRICT:

- a. PROVIDER'S performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the required documentation as set forth in section 16 of this document.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

20. Modification and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. No change in this Agreement or in the SLP shall result in a DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the DISTRICT.

21. Disputes

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to Assistant Superintendent of Educational Services for the Santee School District. The determination of the DISTRICT's Assistant Superintendent shall be made in writing and shall be binding on both parties.

22. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

23. Termination

- a. This agreement may be terminated by DISTRICT or PROVIDER at any time. PROVIDER’s exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination.
- b. In consideration of this payment, PROVIDER waives all rights to any further payment of damage. Upon termination, PROVIDER shall turn over to DISTRICT, all student records in its possession generated as a result of services rendered under this Agreement, possessed by PROVIDER or under its control at the time of termination.
- c. Student Learning Plan (SLP) may be terminated by PROVIDER only upon consent of the DISTRICT. An SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from DISTRICT will be calculated based upon a pro-rata calculation of total services agreed upon in the SLP for which the DISTRICT is responsible for payment, divided by that portion of services actually rendered.

24. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplemental educational services, including facilities securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

SANTEE SCHOOL DISTRICT: by signing this document, the PROVIDER certifies that it and its principals; and/or subcontractors

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any government entity (federal, state, or local);
- b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (b) above; and
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

25. Entire Agreement

This Contract constitutes the entire agreement between DISTRICT and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

26. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in San Diego County, California.

27. Severability Clause

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

28. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the DISTRICT: Stephanie Pierce, Ed.D.
Assistant Superintendent of Educational Services
Santee School District
9619 Cuyamaca St.
Santee, CA 92019
619-258-2351

For PROVIDER: _____
Name/Title

Address

City/State/Zip Code

Phone number (with area code)

29. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective _____, and terminates at 5:00 p.m. on June 30th, 2016 unless terminated sooner as provided herein.

PROVIDER:

Santee School District

BY:

Name

Stephanie Pierce, Ed.D.
Name

Title

Assistant Superintendent, Educational Services
Title

Signature

Signature

Date

Date

Consent Item D.3.2.

Approval of Indemnity and Hold Harmless Agreement with AccentCare Home Health of California, Inc for Use of Private Nurse

Prepared by Dr. Stephanie Pierce
September 1, 2015

BACKGROUND:

School districts are required to have nurses to promote and maintain optimal student health. Ordinarily, the District provides nursing services through its employees or by contracting for these services with a Nonpublic Agency.

The parent/guardian of a student with a disability has requested the use of their own Private Nurse through AccentCare Home Health of California, Inc to provide nursing services for their child in lieu of district provided services. To document this arrangement and to protect the District, it is necessary to execute an Indemnity and Hold Harmless Agreement with AccentCare Home Health of California, Inc. in substantially the same form as the attached. The District’s attorney may make some revisions to the attached Agreement before the execution in order to provide further protections to the District.

RECOMMENDATION:

Administration recommends the Board of Education approve the Indemnity and Hold Harmless Agreement with AccentCare Home Health of California, Inc for Use of Private Nurse.

This recommendation supports the following District goals:

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.
- 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. Medi-Cal provides full funding.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.2.

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement") is made and entered into this 1st day of September, 2015, by and between the Santee School District ("District"), _____ ("Parents") and AccentCare Home Health of California, Inc ("Private Nurse"), (Collectively hereinafter referred to as the "Parties").

RECITALS

WHEREAS, Private Nurse has no employment relationship with the District; and

WHEREAS, Private Nurse is present on District campuses at the request of _____ ("Parents") on behalf of _____ ("Student") for the purpose of providing Student with all school health, nursing and medical services Student may require throughout the school day.

WHEREAS, Parents expressed a preference for their Private Nurse to attend school with Student as opposed to the District providing nursing services through staff or another provider

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Private Nurse agrees to provide Student with any and all nursing services generally performed by Private Nurse in providing health services to Student during the school day. Private Nurse agrees to provide the District with a copy of all doctors' orders and plans concerning the services Private Nurse is providing Student at school, as well as a copy of all daily notes created by Private Nurse. Parent agrees to allow this exchange of information and consents to these services being provided during the school day by their Private Nurse.
2. **Term.** This Agreement shall be effective from September 2, 2015, through July 31, 2016. The District may terminate this Agreement, with or without cause, upon written notification to Parents and Private Nurse.
3. **Submittal of Documents.** Private Nurse shall not commence the Services under this Agreement until Private Nurse has submitted and the District has approved the certificate(s) and documentation required as indicated below:

- _____ Signed Agreement
- _____ Fingerprinting/Criminal Background Investigation Certification
- _____ Tuberculosis Clearance
- _____ Current Nurses' License issued by the Board of Registered Nursing, State of CA.

4. **Independent Contractor.** Private Nurse and the District do not have an employment relationship. Private Nurse, in the performance of this Agreement, shall be and act as an independent contractor for all purposes and under all applicable state and federal laws. The District shall not be liable for any compensation, wages or expenses of Private Nurse in connection with providing services to the Student. Private Nurse understands and agrees that Private Nurse shall not be considered an officer, employee, agent, partner, or a joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.
5. **Indemnification.** To the furthest extent permitted by California law, Private Nurse and Parents shall release from liability, defend, indemnify and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the acts of Private Nurse, whether negligent or purposeful, in the execution or performance of the Services or this Agreement, including Claims arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the District, its agents, representatives, officers, consultants, employees, trustees and volunteers, which may be in combination with the active or passive negligent acts or omissions of Private Nurse. This indemnification excludes any claims, demands, causes of action, or injuries based on the sole and exclusive conduct of District staff.
6. **Assignment.** The obligations of Private Nurse pursuant to this Agreement shall not be assigned by Private Nurse.
7. **Compliance with Laws.** Private Nurse shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Private Nurse shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Private Nurse observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Private Nurse shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Private Nurse's receipt of a written termination notice from the District. If Private Nurse performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Private Nurse shall bear all costs arising therefrom.
8. **Background Investigation.** The Fingerprinting/Criminal Background Investigation Certification attached to this Agreement must be completed and submitted to the District for Private Nurse to perform any portion of the Services prior to the performance of any Services by Private Nurse. Private Nurse shall provide the District with a copy of his or her current nurse's license issued by the Board of Registered Nursing for the State of California. Private Nurse agrees to wear a name tag at all time when present on any District property.

9. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
10. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.
11. **Non-Waiver.** The failure of the District to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver of such term or condition, or prevent a subsequent similar act from constituting a violation of such term or condition. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
12. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
13. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
14. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
15. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
16. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
17. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Santee School District

Date: _____, 2015

By: _____

Print Name: _____

Date of Board Approval/Ratification:

[PARENT]

Date: _____, 2015

By: _____

Print Name: _____

AccentCare Home Health of California, Inc

Date: _____, 2015

By: _____

Print Name: _____

Consent Item D.3.3.

Approval of Indemnity and Hold Harmless Agreement with Maxim Healthcare for Use of Private Nurse

Prepared by Dr. Stephanie Pierce
September 1, 2015

BACKGROUND:

School districts are required to have nurses to promote and maintain optimal student health. Ordinarily, the District provides nursing services through its employees or by contracting for these services with a Nonpublic Agency.

The parent/guardian of a student with a disability has requested the use of their own Private Nurse through Maxim Healthcare to provide nursing services for their child in lieu of district provided services. To document this arrangement and to protect the District, it is necessary to execute an Indemnity and Hold Harmless Agreement with Maxim Healthcare in substantially the same form as the attached. The District's attorney may make some revisions to the attached Agreement before execution in order to provide further protections to the District.

RECOMMENDATION:

Administration recommends the Board of Education approve the Indemnity and Hold Harmless Agreement with Maxim Healthcare for Use of Private Nurse.

This recommendation supports the following District goals:

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.
- 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. Medi-Cal provides full funding.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.3.

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement") is made and entered into this 1st day of September, 2015, by and between the Santee School District ("District"), _____ ("Parents") and Maxim Healthcare _____ ("Private Nurse"), (Collectively hereinafter referred to as the "Parties").

RECITALS

WHEREAS, Private Nurse has no employment relationship with the District; and

WHEREAS, Private Nurse is present on District campuses at the request of _____ ("Parents") on behalf of _____ ("Student") for the purpose of providing Student with all school health, nursing and medical services Student may require throughout the school day.

WHEREAS, Parents expressed a preference for their Private Nurse to attend school with Student as opposed to the District providing nursing services through staff or another provider

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Private Nurse agrees to provide Student with any and all nursing services generally performed by Private Nurse in providing health services to Student during the school day. Private Nurse agrees to provide the District with a copy of all doctors' orders and plans concerning the services Private Nurse is providing Student at school, as well as a copy of all daily notes created by Private Nurse. Parent agrees to allow this exchange of information and consents to these services being provided during the school day by their Private Nurse.
2. **Term.** This Agreement shall be effective from September 2, 2015, through July 31, 2016. The District may terminate this Agreement, with or without cause, upon written notification to Parents and Private Nurse.
3. **Submittal of Documents.** Private Nurse shall not commence the Services under this Agreement until Private Nurse has submitted and the District has approved the certificate(s) and documentation required as indicated below:

- _____ Signed Agreement
- _____ Fingerprinting/Criminal Background Investigation Certification
- _____ Tuberculosis Clearance
- _____ Current Nurses' License issued by the Board of Registered Nursing, State of CA.

- 4. Independent Contractor.** Private Nurse and the District do not have an employment relationship. Private Nurse, in the performance of this Agreement, shall be and act as an independent contractor for all purposes and under all applicable state and federal laws. The District shall not be liable for any compensation, wages or expenses of Private Nurse in connection with providing services to the Student. Private Nurse understands and agrees that Private Nurse shall not be considered an officer, employee, agent, partner, or a joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.
- 5. Indemnification.** To the furthest extent permitted by California law, Private Nurse and Parents shall release from liability, defend, indemnify and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the acts of Private Nurse, whether negligent or purposeful, in the execution or performance of the Services or this Agreement, including Claims arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the District, its agents, representatives, officers, consultants, employees, trustees and volunteers, which may be in combination with the active or passive negligent acts or omissions of Private Nurse. This indemnification excludes any claims, demands, causes of action, or injuries based on the sole and exclusive conduct of District staff.
- 6. Assignment.** The obligations of Private Nurse pursuant to this Agreement shall not be assigned by Private Nurse.
- 7. Compliance with Laws.** Private Nurse shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Private Nurse shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Private Nurse observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Private Nurse shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Private Nurse's receipt of a written termination notice from the District. If Private Nurse performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Private Nurse shall bear all costs arising therefrom.
- 8. Background Investigation.** The Fingerprinting/Criminal Background Investigation Certification attached to this Agreement must be completed and submitted to the District for Private Nurse to perform any portion of the Services prior to the performance of any Services by Private Nurse. Private Nurse shall provide the District with a copy of his or her current nurse's license issued by the Board of Registered Nursing for the State of California. Private Nurse agrees to wear a name tag at all time when present on any District property.

9. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
10. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.
11. **Non-Waiver.** The failure of the District to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver of such term or condition, or prevent a subsequent similar act from constituting a violation of such term or condition. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
12. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
13. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
14. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
15. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
16. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
17. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Santee School District

Date: _____, 2015

By: _____

Print Name: _____

Date of Board Approval/Ratification:

Maxim Healthcare

Date: _____, 2015

By: _____

Print Name: _____

[PARENT]

Date: _____, 2015

By: _____

Print Name: _____

Consent Item D.4.1. Personnel, Regular
 Prepared by Tim Larson
 September 1, 2015

BACKGROUND:

The following personnel appointments, changes of status, leave requests, resignations, dismissals and consultant requests are submitted for Board consideration. Italicized information indicates a change.

Certificated Staff

A. New Appointments:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date

B. Temporary Rehires:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
1. Valine, Kirsten	Alternative School	VI-07	\$23,102.70	\$26,573.60	08-26-15

C. Change of Status/Location:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
1. Bryant, Victoria	Pepper Drive	IV-03 to V-03	\$49,728.00	\$53,225.00	08/26/15
2. Butler, Elisabeth	Carlton Hills	IV-10 to V-10	\$63,326.00	\$68,182.00	08-26-15
3. Chonka, Jennie FTE correction (Share Contract 41.89% with Shani Poirier)	<i>Sycamore Canyon</i>	VI-10 to VI-11	\$36,713.49	\$31,735.02	08-26-15
4. Eveland, Kelly	Sycamore Canyon	IV-06 to V-06	\$55,556.00	\$59,635.00	08-26-15
5. Maloy, Molly	Hill Creek	VI-01	\$52,448.00	\$64,103.00	08-26-15
6. Poirier, Shani FTE correction (Share Contract 58.11% with Jennie Chonka)	Sycamore Canyon	VI-11 to VI-12	\$75,758.00	\$45,377.51	08-26-15
7. Roque, Monica	Chet F. Harritt	III-01 to III-04	\$46,694.00	\$48,369.00	08-26-15
8. Schour, Lauren	Sycamore Canyon	III-01 to IV-01	\$46,694.00	\$46,694.00	08-26-15
9. Stanley, Charlene	Hill Creek	VI-01 to VI-07	\$52,448.00	\$66,434.00	08-26-15
10. Yother-Johnson, Michelle	Cajon Park	V-04 to VI-04	\$55,362.00	\$59,441.00	08-26-15

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Appointments:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Bosjolie, Nicholas	Carlton Hills	Project SAFE Assistant 17 A / 3.5 hr \$5	\$0.00	\$900.81	08-17-15

Classified Staff - continued

I. Rehires:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date

J. Change of Status/Location:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Butcher, Jessica	Carlton Hills	Instructional Assistant, Special Ed II	Accepted another position	09-19-15
2. Gibson, Kaitlin	Rio Seco	Project SAFE Assistant	Other employment	08-12-15
3. Hoskins, Myrtle	Cajon Park	Campus Aide	Personal	08-13-15
4. Kania, Kathryn	Pepper Drive	Campus Aide	Personal	08-21-15
5. Lancia, Katrina	Carlton Hills	Early Childhood Assistant II	Other employment	08-12-15
6. Lorentz, Rachelle	Carlton Hills	Instructional Assistant, Special Ed II	Other employment	08-22-15

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

Administration recommends approval of listed personnel appointments, changes of status, leave requests, resignations, dismissals, and consultants. This recommendation supports the following District goal: Assure the highest quality of school district services, including, but not limited to, academic, social, emotional and health services by hiring and retaining employees with not only required technical skills in the areas of their responsibilities but also the ability to handle diverse challenges.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

Consent Item D.4.2.
Prepared by Tim Larson
September 1, 2015

Approval of Fee Increase for Ed-Join

BACKGROUND:

Ed-Join, the online recruitment and application tracking system used by the District for the past several years, has implemented a fee increase for the 2015-2016 school year.

Ed-Join's last fee increase was in 2008. However, with operational costs increasing over the years, and in order to enhance services for the future, they feel it is time to do another increase that will carry them for many years to come.

Fees are based on ADA / Enrollment. Below is a comparison of the new rate structure vs. the old rate structure.

	New Rate Structure	Old Rate Structure
Annual fee:	\$450 minimum	\$300 minimum
	\$.015 per additional student over 3,000	\$.125 per additional student over 3,000

RECOMMENDATION:

It is recommended that the Board of Education approve the new fee structure for the 2015-2016 school year.

FISCAL IMPACT:

The increase in fees for the 2015-2016 school year will increase approximately \$175.

STUDENT ACHIEVEMENT IMPACT:

Using the Ed-join online application process will assist with recruiting highly qualified personnel and may have an impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

BACKGROUND:

Due to the fluctuating nature of the fall enrollment, the Out-of-School Time Program is requesting up to nine (9) additional Project SAFE Assistant positions from September 2 – 18, 2015.

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

RECOMMENDATION:

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

- Up to nine (9) Project SAFE Assistant positions for up to 5.0 hours each per day September 2 – 18, 2015.

FISCAL IMPACT:

The approximate cost for the fee-based program will be \$866 per each short term position.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

Consent Item D.4.4. Approval to Accept the Memorandum of Understanding with
CASA for United Way Collective Impact Grant

Prepared by Tim Larson
September 1, 2015

BACKGROUND:

Santee School District has been awarded \$131,368 for a grant cycle of July 1, 2015 - December 31, 2016 for a project titled Santee Project Primary Success (SPPS). Additional funding will be available to conduct intervention activities when selected.

The District will be working with 25 partners and Cajon Park School to enhance school readiness and improve academic outcomes for preschool-third grade students and their families that live in the Woodglen Vista Apartment Complex using the following strategies:

- Family stability and social supports
- Social-emotional health
- Positive parenting
- Quality pre-school for all children ages 3-5 years

SPPS will use partners to provide additional components of the grant including creating and administering an assessment of Woodglen Vista families that is culturally relevant and includes translation into Arabic, Kurdish and Spanish. A contract for this service for Community, Action, Services and Advocacy (CASA) for Safe and Healthy Neighborhoods was approved by the Santee Board of Education on August 18, 2015.

SPPS wants to use CASA for Safe and Healthy Neighborhoods as the “hiring agency” for parent partners. The parent partners help families and parents understand and connect to Cajon Park School and the SPPS project. This program is modeled after the Promotora model in Chula Vista School District and the United Way City Heights Partnership for Children. The cost set aside to fund the parent partner project is \$5,000.

RECOMMENDATION:

It is recommended that the Board of Education approve the MOU and compensation to CASA for Safe and Healthy Neighborhoods for the Santee Project Primary Success Project specialized projects.

FISCAL IMPACT:

United Way of San Diego County is granting \$131,368 to Santee School District to support the impact network and pilot a program benefitting Cajon Park School and Woodglen Vista Apartment. Funds outline in the attached MOU are part of the grant

funds from United Way. The cost of the Woodglen Vista family assessment is \$12,000 and the cost of the parent partner project is \$5,000. As a partner in SPPS, CASA will receive \$500. Total to be offered to CASA is \$17,500. The payout structure is outlined in Attachment A of the MOU/Partnership Agreement.

STUDENT ACHIEVEMENT:

By providing support for students, these students will be better prepared to learn in the classroom.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

**MEMORANDUM OF UNDERSTANDING/PARTNERSHIP AGREEMENT
BETWEEN
Community, Action, Service & Advocacy (CASA)
for Safe and Healthy Neighborhoods
AND
SANTEE SCHOOL DISTRICT for
Santee Project Primary Success (SSD/SPPS)**

The following constitutes an understanding between the Santee Project Primary Success (SPPS) as project of the Santee School District (SSD), funded in part by United Way of San Diego County. This agreement defines the role of SPPS and *CASA for Safe and Healthy Neighborhoods* and funding that will reimburse *CASA for Safe and Healthy Neighborhoods* for serving as the hiring agent for parent partner volunteers. *SPPS* is a community impact planning network that is dedicated to improving: kindergarten readiness, early grade literacy and family stability using the principals of collective impact for families who live at Woodglen Vista Apartments or attend Cajon Park School.

Purpose: The intent of the Partnership Agreement is to maintain the effective working relationship established with the *CASA* and *SSD* and to improve kindergarten readiness, early grade literacy and family stability as part of a grant from United Way of San Diego County for the Santee Project Primary Success (SPPS).

Project Scope: SPPS is a collective impact network that initially focuses on understanding the data and conditions for families and children at the Woodglen Vista Apartments and their relationship with Cajon Park School. SPPS is part of a larger learning community of other collective impact networks focused on early literacy funded and supported by United Way of San Diego County. We will share data and information with other impact networks. The first six months are dedicated to gathering data from families, teachers, parents, and community partners to identify the needs and develop strength-based solutions to increase school success. After examining all the evidence, SPPS will decide on appropriate interventions to create sustainable solutions to address the needs of children and families. These interventions will be implemented and data will be collected to examine, measure and document what changes have occurred. SPPS will celebrate the learning and success of this project and hopefully expand it to other arenas.

Network Membership: SPPS Impact Network is comprised of representatives of education, non-profit, and government agencies and other community volunteers from Santee and the region committed to improving the conditions that contribute to increasing kindergarten readiness, early literacy, and family stability. Attached is a current roster of network members

Operating Principles: SPPS members agree and are committed to the following principles:

- Maintain confidentiality of data
- Collaborate: attend/participate in meetings, share information, learn and work as one to achieve goals
- Use consensus: accept and support group decisions
- Make use of data/research; agree to use/implement best practices when possible
- Follow continuous improvement processes as a group
- Share data/outcomes with partners when needed

Term: This Partnership Agreement shall commence on August 4, 2015 through January 31, 2017 or until terminated by mutual consent of both parties.

SERVICES AND RESPONSIBILITIES

1. *Santee School District (SSD)* shall be responsible to:
 - a) Convene Santee SPPS meetings
 - b) Work Collaboratively with all the SPPS partners to determine what the needs and strengths of the families and children of Woodglen Vista Apartments
 - c) Coordinate with United Way of San Diego County learning community for regional understanding
 - d) Provide information regarding the needs and assets of the community
 - e) Serve as the fiscal agent for the SPPS United Way Grant Project
 - f) Coordinate all school related data and services provided
 - g) Provide translation services as appropriate
 - h) Compensate *CASA for Safe and Healthy Neighborhoods* for both apartment assessment (\$12,000) and as a Parent Partner hiring agency (\$5,500).

2. *All SPPS Partners* shall be responsible to:
 - a. Attend and actively participate in the Santee SPPS meetings
 - b. Commit to using the principles of collective impact for the purposes of this project, to include: establishing a common agenda, using shared measurement and data for continuous learning, aligning mutually reinforcing activities, engaging in continuous communication, receive support for implementation from SSD and United Way of San Diego County.
 - c. Work collaboratively with all the SPPS partners to determine what the needs and strengths of the families and children of Woodglen Vista Apartments
 - d. Share data and expertise gathered to support the SPPS impact network
 - e. Align and leverage mutually reinforcing activities and services to families that fit within the scope of *CASA for Safe and Healthy Neighborhoods* and SPPS.
 - f. Provide information regarding the needs and assets of the community
 - g. Work with school site and district to address any concerns and make the program successful.
 - h. Offer the additional services as outlined below.

3. *CASA for Safe and Healthy Neighborhoods* shall be responsible to:
 - a) Serve as a full network partner, participating fully in SPPS including regular attendance and SPPS meeting and leadership meetings as necessary.
 - b) Complete family assessment Woodglen Vista Apartments with an agreed upon assessment tool. Use culturally and linguistically appropriate staff to conduct assessments.
 - c) Share all data with SPPS and SSD about assessments and other relative data

- d) Act as the "hiring agency" for 4 parent partners who will provide support to parents and families at Woodglen Vista Apartments that need support connecting to the SPPS project or SSD. Parent Partners are limited in scope and work only with adults.

CONFIDENTIALITY

Both parties and their volunteers agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

INSURANCE

CASA for Safe and Healthy Neighborhoods shall maintain in full force and effect during the entire term of this Agreement General and Professional liability insurance with minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. *CASA for Safe and Healthy Neighborhoods* shall name SSD as an additional insured on their policy and provide a copy of said policy to the SSD upon request. *CASA for Safe and Healthy Neighborhoods* 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.

INDEMNIFICATION

CASA for Safe and Healthy Neighborhoods agrees to indemnify and hold harmless SSD from any and all claims, damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from the acts, errors, or omissions of the officers, employees, or agents of *CASA for Safe and Healthy Neighborhoods*.

AMENDMENT

The original agreement may be amended by mutual consent of both parties; however, such amended agreements must be in writing and signed by both parties.

We, the undersigned, are authorized representatives of the Santee SPPS and *CASA for Safe and Healthy Neighborhoods*.

8/10/2015 _____
Date

Date

ATTACHMENT A

Payout Structure, Details, and Timeline

Payout Timeline	Payout Amount	Expected Deliverables
Start-up Assessment and (August 2015)	50% (\$6,000 for assessment)	Contract execution Developing Assessment Measurement Tools with input from SPPS members
Hiring of Parent Partners (August 2015)	50% (2,500)	Develop job description and hire 4-5 parent partners to work with SPPS for a limited amount of hour each month. There should be one parent partner who speaks Kurdish, Chaldean, Spanish and English. Complete Partnership assessment
Assessment Contract Completion (December 2015)	50% (\$6,000)	On-time submission of assessment reports United Way feedback (assessment/ interview)
Partnership First Payment (December 2015)	50% (\$250)	On-time submissions of reports Regular participation in SPPS Collective Impact Network Monthly SPPS meetings, and leadership meetings as needed Impact Network Self- Assessment Tool Quality collaboration assessment
Parent Partnership Contract (December 2015)	50% (\$2,500)	Continued employment for 4 parent partners that participate monthly in SPPS
Partnership Second Payment (September 2016)	50% (\$250.00)	On-time submissions of reports Regular participation in SPPS Collective Impact Network Impact Network Self- Assessment Tool United Way feedback (assessment/ interview)

Consent Item D.4.5. Approval to Accept Partner Agreements for Santee Project
Primary Success

Prepared by Tim Larson
September 1, 2015

BACKGROUND:

Santee School District has been awarded \$131,368 for a grant cycle of July 1, 2015 - December 31, 2016 for a project titled Santee Project Primary Success. Additional funding will be available to conduct intervention activities when selected.

The District will work with 25 partners and Cajon Park School to enhance school readiness and improve academic outcomes for preschool-third grade students and their families that live in the Woodglen Vista Apartment Complex using the following strategies:

- Family stability and social supports
- Social-emotional health
- Positive parenting
- Quality pre-school for all children ages 3-5 years

Part of this grant gives up to \$500 for up to 25 community partners for their participation and contribution to the impact network. To facilitate this, a Memorandum of Understanding (MOU) has been created that outlines the expectation for partnership in the impact network. The MOU template is attached.

The following partners will be submitting an MOU and not receiving compensation:

- Santee Collaborative
- Cajon Park School
- Out of School Time Programs
- San Diego County Library – Santee Branch
- Riverview Community
- Education Synergy Alliance – P3 Salon

The following partners are expected to submit an MOU and receive the \$500 payment:

- American Academy of Pediatrics
- Cameron YMCA
- City of Santee – Community Services Dept.
- Community, Action, Service and Advocacy (CASA) for Safe and Healthy Neighborhoods
- Home Start
- Jamboree Housing/Woodglen Vista Apartments
- Jewish Family Services

- License to Freedom
- Lutheran Social Services – Circles Project
- Live Well San Diego – East Region
- OASIS – Intergenerational Programs
- San Diego Christian College
- San Diego Family Strengthening Network

Additional Board items will be submitted for work outside the scope of the partnership MOU or for additional partners.

RECOMMENDATION:

It is recommended that the Board of Education approve the MOU template and compensation to collective impact network partners for the Santee Project Primary Success Project.

FISCAL IMPACT:

United Way of San Diego County is granting \$131,368 to Santee School District to support the impact network and pilot a program benefitting Cajon Park School and Woodglen Vista Apartment. The cost of this portion of the program will not exceed \$12,500.

STUDENT ACHIEVEMENT:

By providing support for students, these students will be better prepared to learn in the classroom.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.

**MEMORANDUM OF UNDERSTANDING/PARTNERSHIP AGREEMENT
BETWEEN
PARTNER
AND
SANTEE SCHOOL DISTRICT for
Santee Project Primary Success (SSD/SPPS)**

This Memorandum of Understanding between the Santee School District (*SSD*) and _____ (*PARTNER*) is entered into this _____ day of _____, 2015 to define the roles and responsibilities of each Party related to the Santee Project Primary Success (*SPPS*).

Project Description: *SPPS* is a community impact planning network that is dedicated to improving: kindergarten readiness, early grade literacy and family stability using the principals of collective impact for families who live at Woodglen Vista Apartments or attend Cajon Park School.

Purpose: The intent of the Partnership Agreement is to maintain the effective working relationship established with the *PARTNER* and *SSD* and to improve kindergarten readiness, early grade literacy and family stability as part of a grant from United Way of San Diego County for the Santee Project Primary Success (*SPPS*).

Project Scope: *SPPS* is a collective impact network that initially focuses on understanding the data and conditions for families and children at the Woodglen Vista Apartments and their relationship with Cajon Park School. *SPPS* is part of a larger learning community of other collective impact networks focused on early literacy funded and supported by United Way of San Diego County. We will share data and information with other impact networks. The first six months are dedicated to gathering data from families, teachers, parents, and community partners to identify the needs and develop strength-based solutions to increase school success. After examining all the evidence, *SPPS* will decide on appropriate interventions to create sustainable solutions to address the needs of children and families. These interventions will be implemented and data will be collected to examine, measure and document what changes have occurred. *SPPS* will celebrate the learning and success of this project and hopefully expand it to other arenas.

Network Membership: *SPPS* Impact Network is comprised of representatives of education, non-profit, and government agencies and other community volunteers from Santee and the region committed to improving the conditions that contribute to increasing kindergarten readiness, early literacy, and family stability. Attached is a current roster of network members.

Operating Principles: *SPPS* members agree and are committed to the following principles:

- Maintain confidentiality of data
- Collaborate: attend/participate in meetings, share information, learn and work as one to achieve goals
- Use consensus: accept and support group decisions
- Make use of data/research; agree to use/implement best practices when possible
- Follow continuous improvement processes as a group
- Share data/outcomes with partners when needed

Term: This Partnership Agreement shall commence on August 4, 2015 through January 31, 2017 or until terminated by mutual consent of both parties.

SERVICES AND RESPONSIBILITIES

1. **Santee School District (SSD)** shall be responsible to:

- a) Convene Santee SPPS meetings
- b) Work Collaboratively with all the SPPS partners to determine what the needs and strengths of the families and children of Woodglen Vista Apartments
- c) Coordinate with United Way of San Diego County learning community for regional understanding
- d) Provide information regarding the needs and assets of the community
- e) Serve as the fiscal agent for the SPPS United Way Grant Project
- f) Coordinate all school related data and services provided
- g) Provide translation services as appropriate

2. **All SPPS Partners** shall be responsible to:

- a. Attend and actively participate in the Santee SPPS meetings
- b. Commit to using the principles of collective impact for the purposes of this project, to include: establishing a common agenda, using shared measurement and data for continuous learning, aligning mutually reinforcing activities, engaging in continuous communication, receive support for implementation from SSD and United Way of San Diego County.
- c. Work Collaboratively with all the SPPS partners to determine what the needs and strengths of the families and children of Woodglen Vista Apartments
- d. Share data and expertise gathered to support the SPPS impact network
- e. Align and leverage mutually reinforcing activities and services to families that fit within the scope of *PARTNER* and SPPS.
- f. Provide information regarding the needs and assets of the community
- g. Work with school site and district to address any concerns and make the program successful.
- h. Offer the additional services as outlined below.

3. **PARTNER shall be responsible to:**

- a) Serve as a full network partner, participating fully in SPPS including regular attendance and SPPS meeting and leadership meetings as necessary.
- b) Share all data with SPPS and SSD about assessments and other relative data
- c) *PARTNER* shall delineate any additional activities that support SPPS.

COMPENSATION

In exchange for fulfilling the roles and responsibilities outlined above and for participation in SPPS, the *PARTNER* shall receive compensation in the amount of \$500 as outlined in Attachment A

CONFIDENTIALITY

Both parties and their volunteers agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

INSURANCE

PARTNER shall maintain in full force and effect during the entire term of this Agreement General and Professional liability insurance with minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. *PARTNER* shall name SSD as an additional insured on their policy and provide a copy of said policy to the SSD upon request. *PARTNER* 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.

INDEMNIFICATION

PARTNER agrees to indemnify and hold harmless SSD from any and all claims, damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from the acts, errors, or omissions of the officers, employees, or agents of *PARTNER*.

AMENDMENT

The original agreement may be amended by mutual consent of both parties; however, such amended agreements must be in writing and signed by both parties.

We, the undersigned, are authorized representatives of the Santee SPPS and *PARTNER*.

Date

Date

ATTACHMENT A

Payout Structure, Details and Timeline

Payout Timeline	Payout Amount	Expected Deliverables
Partnership First Payment (December, 2015)	50% (\$250)	On-time submissions of reports Regular participation in SPPS Collective Impact Network Monthly SPPS meetings, and leadership meetings as needed Impact Network Self- Assessment Tool Quality collaboration assessment
Partnership Second Payment (June, 2016)	50% (\$250.00)	On-time submissions of monthly and quarterly reports Regular participation in Community of Learning sessions, including data coaching as needed Impact Network Self- Assessment Tool Quality collaboration assessment Financial Reports (projected v actual costs) United Way feedback (assessment/ interview)

Item E. DISCUSSION AND/OR ACTION ITEMS

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 2014-15 Unaudited Actuals Report
 Prepared by Karl Christensen
 September 1, 2015

BACKGROUND:

State Law requires the Board of Education to submit its annual financial results to the County Office of Education (COE) by September 15 of each year. The financial results for the fiscal year ending June 30, 2015 are summarized in the District's 2014-15 Unaudited Actuals Report. This report includes all required State forms and schedules.

The District's 2014-15 Unaudited Actuals are submitted and reviewed by the County Office of Education ("COE") in accordance with State law. The District expects an opinion letter on the District's Unaudited Actuals Report from the COE sometime in September 2015. Additionally, the Unaudited Actuals are subject to audit by the District's independent auditor. The auditor's opinion is due in December 2015.

Administration will provide a brief report highlighting financial results for the 2014-15 fiscal year and the updated Multi-Year Projection.

RECOMMENDATION:

It is recommended that the Board of Education approve the 2014-15 Unaudited Actuals with all required State forms.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Financial results for the General Fund pertaining to the 2014-15 Unaudited Actuals are as follows:

Description	General Fund		
	Unrest	Rest	Ttl
Total Income	44,932,983	7,382,576	52,315,559
Total Outgo	46,013,715	8,048,588	54,062,303
Change in Fund Balance	-1,080,732	-666,012	-1,746,744
Projected Beginning Fund Balance	10,456,554	1,350,410	11,806,964
Projected Ending Fund Balance	9,375,822	684,398	10,060,220
Committed Fund Balance	0	0	0
Non-Spendable Fund Balance	437,720		437,720
Restricted Fund Balance	0	684,398	684,398
Assigned Fund Balance	810,985		810,985
Unassigned - Economic Uncertainty	1,621,869	0	1,621,869
Remaining Unassigned	6,505,248	0	6,505,248

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

BACKGROUND:

On April 1, 2015, Governor Brown issued a proclamation and Executive Order B-29-15 to respond to California's extreme water shortage. The executive order mandates several agencies to promulgate emergency regulations necessary to reduce water consumption, curb water waste, and incentivize the use of water efficient technologies. Specifically, the executive order contains the following directives that will have a direct impact on school districts.

- Requires the State Water Resources Control Board (Water Board) to adopt emergency regulations to impose restrictions to achieve a 25% statewide reduction in water use, further requiring proportionally higher reductions in areas with relatively high per capita use. Reductions will be based on 2013 water usage data.
- Requires the Water Board to impose immediate restrictions on potable water use for commercial, institutional (including campuses), and industrial properties.
- Requires the Water Board to prohibit the irrigation of ornamental turf on public street medians and outside of newly constructed buildings that is not delivered by drip or microspray systems.
- Requires the Department of Water Resources to update its State Model Water Efficient Landscape Ordinance through expedited regulation to increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater use, onsite storm water capture, and limitations on turf coverage.
- Requires the California Energy Commission to adopt emergency regulations to improve water efficiency standards for water appliances (toilets, urinals, faucets) for sale and installation in new and existing buildings.

In response, local water authorities, including Padre Dam, have announced restrictions on watering of ornamental lawns and other landscaping. Administration has been consulting with Padre Dam and has been developing a comprehensive Drought Response Intervention Plan.

Administration will present a draft of the Drought Response Intervention Plan and is seeking guidance and direction from the Board of Education on next steps for several specific proposed actions within the plan that involve removal of ornamental lawn and replacement with drought tolerant landscaping.

RECOMMENDATION:

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

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is to be determined.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.2.

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

Board Policies and Bylaws Item F.1.1.
Prepared by Cathy A. Pierce, Ed.D.
September 1, 2015

Third Reading: Revised Board Policy 4158
Employee Security

BACKGROUND:

Revised Board Policy 4158 was presented to the Board of Education for a second reading at the August 18, 2015 meeting. The revisions update the Board Policy to current CSBA language. The Board asked that the Policy and Administrative Regulation be brought back for further discussion.

The proposed revisions are attached for Board review.

RECOMMENDATION:

It is recommended that the Board of Education adopt Board Policy 4158, Employee Security.

FISCAL IMPACT:

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

STUDENT ACHIEVMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____ Item F.1.1.

EMPLOYEE SECURITY

The Governing Board desires to provide a safe, orderly working environment for all employees. As part of the district's comprehensive school safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing them with necessary assistance and support when emergency situations occur, assisting them in the event of an emergency situation.

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. The Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. In addition, the Superintendent or designee may initiate legal proceedings against any individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises.

(cf. 3320 - Claims and Actions Against the District)
(cf. 3515.4 - Recovery for Property Loss or Damage)

The Superintendent or designee shall ensure that employees are trained in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, and crisis resolution.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom.

Suggested language from the August 18, 2015 Board of Education meeting:
The Superintendent or designee shall ensure that ~~make available at appropriate communication devices are made available at all locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.~~

~~The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.~~

(cf. 5141 - Health Care and Emergencies)

When violence is directed against an employee by any individual and the employee so notifies the Superintendent or designee, the Superintendent or designee shall take steps to ensure that appropriate legal measures are instituted. When the employee notifies the Superintendent or designee of a threat of bodily harm, the district shall take appropriate

All Personnel

BP 4158 (b)

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EMPLOYEE SECURITY

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measures to enable the employee to request assistance if a threat occurs on school grounds.

The Superintendent or designee shall ensure that employees are trained in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques and crisis resolution.

The Board recognizes that access to two-way communications devices allows employees to call for assistance from their supervisor or law enforcement in the event of a threat of violence or medical emergency. The district shall provide such communications devices in classrooms to the extent possible.

(cf. 5141 - Health Care and Emergencies)

Employees may not carry or possess pepper spray on school property or at school activities. On a case-by-case basis, however, the Superintendent or designee may allow the possession of a pepper spray weapon that meets the requirements of Penal Code 12403.7 when justified by unusual dangerous circumstances. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

The Board requires school employees to take immediate action upon being made aware that any person is in possession of an injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately **call 911** notify the local law enforcement agency and the principal

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference:

EDUCATION CODE

32210-32212 *Willful disturbance, public schools or meetings*

32225-32226 *Communication devices*

All Personnel

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EMPLOYEE SECURITY

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~~35204 Contract with attorney in private practice or use of administrative advisor~~

~~35205 Contract for legal services~~

35208 Liability insurance

35213 Reimbursement for loss, destruction or damage of school property

44014 Report of assault by pupil against school employee

44807 Duty concerning conduct of students

48201 Transfer of student records

48900-48926 Suspension or expulsion Grounds for suspension or expulsion

Legal Reference: (see next page)

49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion

49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety act

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials

~~240-246.3 Definition of assault~~ **Assault and battery, including:**

~~Assault on school or park property against any person~~

241.3 Assault against school bus drivers

241.6 Assault on school employee includes board member

~~Definition of battery~~

242 ~~Battery; definition of "injury" and "serious bodily injury"~~

~~243.2 Battery on school or park property against any person~~

243.3 Battery against school bus drivers

243.6 Battery against school employee includes board member

245.5 Assault with deadly weapon; school employee includes board member

290 Registration of sex offenders

601 Trespass by person making credible threat

626-626.11 School Crimes

~~626.9 Gun-Free School Zone Act of 1995~~

~~626.10 Exceptions to bringing weapons on school grounds~~

646.9 Stalking

12403.7 Weapons approved for self defense

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Management Resources:

CDE CORRESPONDENCE

0401.01 Protecting Student Identification in Reporting Injurious Objects WEB

SITES

CDE, Safe Schools and Violence Prevention Office: <http://www.cde.ca.gov/spbranch/safety/safetyhome>

CSBA: <http://www.csba.org>

All Personnel

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EMPLOYEE SECURITY

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Policy adopted: May 5, 2009

Revised:

SANTEE SCHOOL DISTRICT

Santee, California

All Personnel

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EMPLOYEE SECURITY

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An employee may use reasonable and necessary force when necessary for self-defense, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects on or within the control of a student. (Education Code 44807, 49001)

Employees shall promptly report to their principal or other immediate supervisor any attack, assault, ~~or~~ physical threat, ***intimidating behavior*** made against them by a student.

Both the employee and the principal or other immediate supervisor shall promptly report such instances to the appropriate local law enforcement agency. (Education Code 44014)

In addition, employees shall promptly report to their principal or supervisor, and may report to law enforcement, any attack, assault or threat made against them on school grounds by any other individual.

The principal or other immediate supervisor shall promptly report attack, assault, intimidating behavior, or physical threats made by a student against an employee to the parents/guardians of the student.

The principal or other immediate supervisor shall hold a conference with parents/guardians to discuss discipline measures implemented, precautionary measures implemented, and available support systems to assist the student and family.

Reports of attack, assault or threat also shall be forwarded immediately to the Superintendent or designee.

An employee whose person or property is injured or damaged by willful misconduct of a student may ask the district to pursue legal action against the student or the student's parent/guardian. (Education Code 48905)

Notice Regarding Student Offenses Committed While Under School Jurisdiction

The Superintendent or designee shall inform the teacher of each student who has engaged in, or is reasonably suspected of, any act during the previous three school years which could constitute grounds for suspension or expulsion under Education Code 48900, with the exception of the possession or use of tobacco products, or Education Code 48900.2, 48900.3, 48900.4, or 48900.7. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform any of the student's teacher(s) that the student was suspended from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

All Personnel

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EMPLOYEE SECURITY

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Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Notice Regarding Student Offenses Committed While Outside School Jurisdiction

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institution Code 827)

The principal shall disseminate this information to the counselor(s) who directly supervises or reports on the student's behavior or progress. The principal also may inform any teacher or administrator he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to public school. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the Superintendent of the new district of attendance. (Welfare and Institutions Code 827)

Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first; it shall then be destroyed. (Welfare and Institutions Code 827)

Procedures to Maintain Confidentiality of Student Offenses

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or designee shall send the staff member a written notification *that one of his/her students has*

All Personnel

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~~*committed an offense that requires his/her review of a student's file in the school office.*~~
~~requesting him/her to review a student's file in the school office as soon as practicable.~~ This notification shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee.

The staff member shall also initial the student's file when reviewing it in the school office. Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.

Regulation
approved: May 5, 2009
Revised:

SANTEE SCHOOL DISTRICT
Santee, California

Item G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Agenda Item G.

Item H. CLOSED SESSION

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** (Gov't. Code § 54957)
2. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)
3. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Karl Christensen, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)
4. **Conference with Real Property Negotiators** (Gov't. Code § 54956.8)
Property Addresses:
 - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)**Agency Negotiator: Karl Christensen, Assistant Superintendent*
5. **Public Employee Performance Evaluation (Gov. Code § 54957)**
Superintendent

Item I. RECONVENE TO PUBLIC SESSION

Item J. ADJOURNMENT