



# 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 2, 2014**

**6:45 – 7:00 p.m. – Tenured Teacher Reception**

**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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<b>A. OPENING PROCEDURES – 7:00 p.m.</b>	<b>5</b>
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
4. Approval of Agenda	
<b>B. REPORTS AND PRESENTATIONS</b>	<b>6</b>
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<i>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.</i>	
<b>D. CONSENT ITEMS</b>	<b>14</b>
<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	

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

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

## **Superintendent**

- 1.1. **Approval of Minutes** 15  
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

## **Business Services**

- 2.1. **Approval/Ratification of Travel Requests** 23  
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Acceptance of Donations** 25  
It is recommended that the Board of Education accept the donation listed in the item and authorize a letter of appreciation to be sent on behalf of the Board.
- 2.3. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 26  
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of July 2014.
- 2.4. **Approval of Consultants and General Service Providers** 30  
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.5. **Adoption of Resolution No. 1415-07 to Certify 2013-14 Gann Limit Appropriations Recalculation and an Estimated Limit for 2014-15** 32  
It is recommended that the Board of Education adopt Resolution No. 1415-07 for the recalculation of appropriation limit and funds subject to the Gann Limit for the fiscal year 2013-14 and an estimate for 2014-15.
- 2.6 **Authorization to Sell/Dispose of Surplus Items** 34  
It is recommended that the Board of Education declare the described items as surplus with a value of \$2,500 or less and authorize the sale or disposal of them in accordance with established procedures.

## **Educational Services**

- 3.1. **Approval of Supplemental Educational Services Contracts for the 2014-15 School Year** 37  
It is recommended that the Board of Education approve the Supplemental Educational Services Contracts for the 2014-15 school year.
- 3.2. **Approval of Memorandum of Understanding Between Santee School District and Lakeside Union School District Regarding Participation in the California Mathematics and Science Participation Grant** 48  
It is recommended that the Board of Education approve the Memorandum of Understanding with Lakeside Union School District for the California Mathematics and Science Partnership Grant.
- 3.3. **Approval of Memorandum of Understanding for Host Teachers with San Diego Christian College** 60  
It is recommended that the Board of Education approve the Memorandum of Understanding with San Diego Christian College for Host Teachers for prospective Multiple Subject students for observation and tutoring with English Language Learners.

	<b>Human Resources/Pupil Services</b>	
4.1.	<b><u>Personnel, Regular</u></b> It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.	64
4.2.	<b><u>Approval of Agreements for COBRA and Custom Billing Administrative Services</u></b> It is recommended that the Board of Education to approve the COBRA and Custom Billing Administrative Services agreements.	67
4.3.	<b><u>Adoption of Resolution No. 1415-06 to Eliminate a Vacant Classified Non-Management Position</u></b> It is recommended that the Board of Education adopt resolution no. 1415-06 to eliminate a vacant classified non-management position.	97
E.	<b>DISCUSSION AND/OR ACTION ITEMS</b> <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>	99
	<b>Human Resource/Pupil Services</b>	
1.1.	<b><u>Granting Tenure to Eligible Certificated Employees</u></b> It is recommended that the Board of Education grant tenure to eligible certificated employees.	100
1.2.	<b><u>Approval to Conduct California Healthy Kids Survey to Evaluate Department of Defense Educational Activities Grant for Chet F. Harritt and PRIDE Academy</u></b> It is recommended that the Board of Education allow a modified California Healthy Kids survey to evaluate the Department of Defense Educational Activities grant for Chet F. Harritt and PRIDE Academy.	101
	<b>Business Services</b>	
2.1.	<b><u>Approval of 2013-14 Unaudited Actuals Report</u></b> It is recommended that the Board of Education approve the 2013-14 Unaudited Actuals Report, including all required State forms.	107
	<b>Capital Improvement Program</b>	
3.1.	<b><u>Consideration of Bidding the Pepper Drive School Admin/LRC Building Project and Obtaining a Joint Use State Grant</u></b> It is recommended that the Board of Education authorize staff to conduct a traditional bidding process for the Pepper Drive School Admin/LRC Building project for possible award at the December 16, 2014 Board of Education meeting.	108
F.	<b>BOARD POLICIES AND BYLAWS</b>	110
1.1.	<b><u>Second Reading: Revised BP 6163.4 - Student Use of Technology</u></b> Board Policy 6163.4 is submitted to the Board for a second reading. The proposed revisions to AR 6163.4 are also attached for Board review. It is recommended that the Board of Education approve Board Policy 6163.4 – Student Use of Technology.	111
G.	<b>BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	118

**H. CLOSED SESSION**

119

1. **Public Employee Discipline/Dismissal/Release** (Gov. Code § 54956)
2. **Conference with Labor Negotiator** (Gov. Code § 54957.6)  
*Purpose: Negotiations*  
*Agency Negotiators: Tim Larson, Assistant Superintendent*  
*Karl Christensen, Assistant Superintendent*  
*Employee Organization: Santee Teachers Association (STA)*
3. **Conference with Labor Negotiator** (Gov. Code § 54957.6)  
*Purpose: Negotiations*  
*Agency Negotiators: Tim Larson, Assistant Superintendent*  
*Karl Christensen, Assistant Superintendent*  
*Employee Organization: Classified School Employees Association (CSEA)*
4. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)  
*Property Addresses:*
  - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
  - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)**Agency Negotiator: Karl Christensen, Assistant Superintendent*
5. **Public Employee Performance Evaluation** (Govt. Code § 54957)  
*Superintendent*

**I. RECONVENE TO PUBLIC SESSION**

119

**J. ADJOURNMENT**

119

*Please note: Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. The next regular meeting of the Board of Education is scheduled for August 5, 2014, at 7:00 p.m., in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.*

Members present:

Fox  
 Burns  
 Ryan  
 Levens-Craig  
 El-Hajj

ITEM A. 7:00 P.M. 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. Presentation of the Colors and Pledge of Allegiance

4. Approval of Agenda for the September 2, 2014 regular meeting

Agenda Item A.

The following items are presented for Board information:

1. Superintendent's Report
  - 1.1. Developer Fees Collection Report
  - 1.2. Use of Facilities Report
  - 1.3. Enrollment Report
  - 1.4. Schedule of Upcoming Events
2. Spotlight: Chet F. Harritt – Green Ventures Summer Program
3. Leading the Learning in the 21<sup>st</sup> Century
  - District Benchmark Writing



Requests For Use Of Facilities - September 2, 2014						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<b>Cajon Park</b> AYSO (Practice & Games)	Grass Fields	8/1/14 - 11/23/14	Mon - Sat	8:00 am - 8:00 pm	30 - 40	
<b>Carlton Hills</b> AYSO (Practice & Games)	Grass Fields	8/1/14 - 11/23/14	Mon - Sat	8:00 am - 8:00 pm	30 - 40	
<b>Carlton Oaks</b> AYSO (Practice & Games) PTA (Car Show)	Grass Fields Parking Lot/Lawn/Amphitheater	8/1/14 - 11/23/14 9/20/14	Mon - Sat Saturday	8:00 am - 8:00 pm 7:00 am - 4:00 pm	30 - 40 300	\$213.00
<b>Chet F. Harritt</b> AYSO (Practice & Games) San Diego Science Alliance (Hands on Mad Science)	Grass Fields Classroom	8/1/14 - 11/23/14 9/30/14 - 10/21/14	Mon - Sat Tuesday	8:00 am - 8:00 pm 1:45 pm - 2:45 pm	30 - 40 20	
<b>Hill Creek</b> AYSO (Practice & Games)	Grass Fields	8/1/14 - 11/23/14	Mon - Sat	8:00 am - 8:00 pm	30 - 40	
<b>PRIDE Academy (Prospect Avenue)</b> AYSO (Practice & Games) CSEA Chapter 557 (Meetings/Ratification) CFF Heartlight (Children's After School Dance)	Grass Fields Media Center Grass Area	8/1/14 - 11/23/14 9/11/14 - 12/11/14 10/3/14 - 6/12/14	Mon - Sat Thursday Friday	8:00 am - 8:00 pm 4:00 pm - 6:00 pm 1:35 pm - 2:35 pm	30 - 40 50 - 100 20	
<b>Santee School Property (Mission Gorge Rd)</b> AYSO (Practice & Games)	Grass Fields	8/1/14 - 11/23/14	Mon - Sat	8:00 am - 8:00 pm	30 - 40	
<b>Sycamore Canyon</b> Girl Scout Troop 6687 (Meeting) PTA (Family Movie Night)	Classroom Grass Area	9/15/14 - 6/15/14 9/19/14	Monday Friday	5:45 pm - 8:00 pm 7:00 pm - 10:15 pm	15 - 20 200	\$71.00

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



Santee School District  
ENROLLMENT REPORT  
8/29/2014  
Month 1 Week 1

SCHOOL	REGULAR ED													SPECIAL ED								Total All									
	TK	EAK 5yo	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	08/29/14	09/06/13	# Diff	% Diff	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	08/29/14	09/06/13	# Diff	% Diff	08/19/14	# Diff	
Cajon Park			88	105	118	115	99	121	104	121	108	979	996	-17	-1.7%	4	4	3	5	14	6	6	3	7	52	63	-11	-17.5%	1031	1031	
Carlton Hills	24		74	58	50	46	44	46	43	82	68	535	465	70	15.1%	2	4	3	2	5	2	4	6	4	32	34	-2	-5.9%	567	567	
Carlton Oaks			72	60	89	70	97	87	100	95	98	768	800	-32	-4.0%	2	8	7	5	5	5	5	5	6	48	52	-4	-7.7%	816	816	
Chet F. Harritt	24		82	60	59	60	69	48	63	42	47	554	543	11	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	554	554
Hill Creek	24		80	73	76	73	84	73	88	90	71	732	710	22	3.1%	0	2	1	1	3	3	1	0	0	11	10	1	10.0%	743	743	
Pepper Drive	5		68	131	103	95	99	98	70	88	68	825	800	25	3.1%	0	0	0	0	0	0	1	5	0	6	10	-4	-40.0%	831	831	
Prospect Ave	23		64	69	82	63	52	62	51	52	46	564	572	-8	-1.4%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	564	564
Rio Seco			89	112	107	119	83	102	105	100	111	928	937	-9	-1.0%	1	3	3	11	5	7	8	5	9	52	47	5	10.6%	980	980	
Sycamore Canyon			51	51	49	54	54	38	39	0	0	336	329	7	2.1%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	336	336
<b>SUBTOTAL</b>	<b>100</b>	<b>0</b>	<b>668</b>	<b>719</b>	<b>733</b>	<b>695</b>	<b>681</b>	<b>675</b>	<b>663</b>	<b>670</b>	<b>617</b>	<b>6221</b>	<b>6152</b>	<b>69</b>	<b>1.1%</b>	<b>9</b>	<b>21</b>	<b>17</b>	<b>24</b>	<b>32</b>	<b>23</b>	<b>25</b>	<b>24</b>	<b>26</b>	<b>201</b>	<b>216</b>	<b>-15</b>	<b>-6.9%</b>	<b>6422</b>	<b>0</b>	<b>6422</b>
Alternative School			4	1	6	2	4	7	4	3	4	35	38	-3	-7.9%															35	35
Santee Success										1	4	5	1	4	400.0%										0	1	-1	-100.0%	5	5	
NPS												0	0								1	2	3	6	1	5	500.0%	6	6		
<b>SUBTOTAL</b>			<b>4</b>	<b>1</b>	<b>6</b>	<b>2</b>	<b>4</b>	<b>7</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>40</b>	<b>39</b>	<b>1</b>	<b>2.6%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>2</b>	<b>4</b>	<b>200.0%</b>	<b>46</b>	<b>0</b>	<b>46</b>
<b>TOTAL</b>	<b>100</b>	<b>0</b>	<b>672</b>	<b>720</b>	<b>739</b>	<b>697</b>	<b>685</b>	<b>682</b>	<b>667</b>	<b>674</b>	<b>625</b>	<b>6261</b>	<b>6191</b>	<b>70</b>	<b>1.1%</b>	<b>9</b>	<b>21</b>	<b>17</b>	<b>24</b>	<b>32</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>29</b>	<b>207</b>	<b>218</b>	<b>-11</b>	<b>-5.0%</b>	<b>6468</b>	<b>0</b>	<b>6468</b>

Please note: Special Ed, PK & EAK 4 yr olds listed below are not reflected in the total count above because they do not receive ADA.

	PK	EAK 4yo	Total All
Cajon Park	0	0	1031
Carlton Hills	0	0	567
Chet F Harritt	0	0	554
Hill Creek	0	0	743
Prospect Ave	0	0	564
Sycamore Canyon	32	0	368
<b>Total PK/EAK</b>	<b>32</b>	<b>0</b>	

<b>Total Enrollment including PK</b>
<b>6500</b>

## Schedule of Upcoming Events

Date	Event
September 17	Board Meeting – 7:00 p.m.
October 7	Board Meeting; 7:00 p.m.
October 11	Salute to Teachers 7:00 – 9:00 p.m. at Balboa Theatre
October 21	Board Meeting; 7:00 p.m.
November 4	Board Meeting; 7:00 p.m.
November 10	Professional Day – No School
November 11	Veterans' Day Holiday Schools and Departments Closed
November 18	Board Meeting; 7:00 p.m.
November 24-28	Schools Closed for Thanksgiving Holiday District Offices closed November 26-28
December 8-12	Parent/Teacher Conference Week Schools on Modified Days
December 14-16	California School Boards Association Annual Education Conference
December 16	Board Meeting – 7:00 p.m. Board Organizational Meeting for 2015
Dec 22 – Jan 5	Schools and Departments Closed for Winter Break
January 5	Students Return from Winter Break
January 16	Professional Day – No School

**BACKGROUND:**

In April, Chet F. Harritt School was awarded a grant from Cuyamaca College to offer a Green Ventures Summer Program. Green Ventures is a network of K -16 educators, counselors, industry experts, and community based organizations. The collaboration maximizes resources to allow youth to acquire the high skills needed in industries of Clean Green technologies. Their purpose is to prepare the future workforce with clear educational pathways in the green professions.

The Chet F. Harritt Green STEAM Garden was a two week program designed to provide incoming 7<sup>th</sup> and 8<sup>th</sup> grade students with the hands-on skills necessary to build a green garden and sustainable school farm; implement drought tolerant irrigation; and explore composting. Students learned about ecofriendly crop development and explored careers associated with ecofriendly gardening and farming including irrigation auditing, green horticulture; landscape design; and organic farming. Students used technology to document and market their garden-to-table farm and develop plans for future school and community connections and explored the benefits of creating a student centered Farmer's Market.

Chet F. Harritt staff and students will provide the Board of Education with an overview program. Additionally, the Board of Education will recognize Chet F. Harritt staff: Marybeth Atkinson, Jeanne Johnston, Tory Bryant, and Joan Terhaar; and Molly Ash, Program Manager for Continuing Education and Workforce Training, for the partnership with Cuyamaca Community College.

Agenda Item B.2.

- District Benchmark Writing Assessments

Prepared by Dr. Stephanie Pierce  
September 2, 2014

### **BACKGROUND:**

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

Leading the Learning in the 21<sup>st</sup> Century is designed to be a periodic agenda item to discuss the successes, challenges, and implications of the District's educational program. Providing a smooth and well-planned implementation of the LCAP, Common Core State Standards, and Smarter Balanced Assessment will help students transform their learning to better compete in the 21<sup>st</sup> century global society.

Through this on-going agenda item, administration will present an overarching schematic of the Local Control Accountability Plan (LCAP) action and services steps and discuss the successes and challenges therein. Governing Board discussion and direction will be an integral part of these presentations.

Tonight Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, and Kristin Baranski, Principal of Carlton Oaks School, will report on the new District Trimester Writing Assessments for measuring student growth in writing:

- **District Trimester Writing Assessments** – Kristin Baranski, Educational Services Staff, with Teacher Leaders input have created trimester writing assessments for each grade level. The writing assessments are aligned to the California Common Core State Standards and address all three of text types, which include narrative, information, and opinion/argument.

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. Approval of Minutes  
Prepared by Cathy A. Pierce, Ed.D.  
September 2, 2014

**BACKGROUND:**

Presented for Board approval –

- August 19, 2014, 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 19, 2014  
**MINUTES**

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

**A. OPENING PROCEDURES**

1. Call to Order and Welcome

President Fox called the meeting to order at 7:00 p.m.

Members present:

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

Administration present:

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

2. President Fox invited the audience to recite the District Mission and Girl Scout Troop 6215 to lead the members, staff, and audience in the Pledge of Allegiance.
3. Approval of Agenda  
It was moved and seconded to approve the agenda.

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

**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

2. Spotlight: Leading the Learning in the 21<sup>st</sup> Century
- Curriculum Resource Guides for Mathematics and English Language Arts
- Dr. Pierce explained the curriculum resource guides were developed in collaboration with lead teachers from across the district. The teachers provided a scope and sequence for teachers to use for instructional planning.

Lynne McCarthy, member of the English language arts curriculum team, mentioned the guide was developed to assist teachers to implement the common core state standards using the adopted materials they have in their classrooms. Ms. McCarthy and Eileen Moreno, Director of Curriculum and Assessment, described the process of developing the guide and shared a variety of content for individual grade-levels.

Member Levens-Craig asked if the guides would be available to teachers outside of their grade-level. Dr. Pierce shared the guides would be accessible on SchoolNet for every teacher, in addition to other sharable data.

Member Ryan complimented their work and Member El-Hajj mentioned the guide is a great resource for the teachers.



Melanie Hirahara, member of the mathematics curriculum team, shared the process of the development of the mathematics curriculum resource guide was very similar to the development of the English language arts guide. Ms. Hirahara and Ms. Moreno described the process of developing the guide and shared a variety of content for individual grade-levels.

Member Levens-Craig asked if guides were an optional resource. Ms. Hirahara explained the guide was meant to facilitate teaching and was an optional resource. Ms. Moreno mentioned a list of frequently asked questions was being developed for the mathematics curriculum resource guide.

Dr. Pierce shared the guides were not meant to be a replacement to their lessons. But, would serve to align curriculum and sequence of learning across the district.

Member Levens-Craig appreciated their work, effort, and time in producing the guides.

Member Ryan asked how the teachers were going to learn about the guides. Dr. Pierce mentioned the guides were presented to the Principals and will be available on SchoolNet. Additionally, some of the members of the math curriculum team volunteered to provide professional development at the school sites; Ms. Moreno created a step by step screen cast on how to use the guides; and Principals will discuss at their staff and/or grade-level team meetings. Member Ryan expressed her gratitude for their work.

Member Burns asked if there was a way for teachers to share their lessons with other teachers. Dr. Pierce explained lessons could be shared across the district via Safari Montage or the use of EdModo to share amongst one another. However, if a teacher asked that her lesson be shared district-wide, a committee of teachers would be put in place to review the lessons context. Dr. Pierce mentioned the teachers were encouraged to share lessons amongst each other. Members Burns thanked the teachers for their work.

- Recognition of Curriculum Leadership Team Members

Dr. Pierce shared the curriculum leadership team members worked tirelessly to develop the resource guides and each team member was presented with a certificate. Ms. Moreno received a certificate for her leadership and assistance in the development of the guides. Curriculum leadership team members are as follows:

English Language Arts Curriculum Team:

Lynne McCarthy	Hill Creek
Kristin Bonser	Cajon Park
Michelle McNearney	Alternative School

Mathematics Curriculum Team:

Penny Hoogeveen	Carlton Oaks
Rosanne Schwartz	Sycamore Canyon
Daniel Saksa	Hill Creek
Sandra Coe	Sycamore Canyon
Risa Farber	Chet F. Harritt
Teresa Elliott	Carlton Hills
Melanie Hirahara	Rio Seco
Susan Orsinelli	Chet F. Harritt
Pamela Barber	Rio Seco
Teresa Boulais	Rio Seco
Angela Panfili	Carlton Oaks
Joseph Kemery	PRIDE Academy
Marci Gross	Carlton Oaks
Jeanie Low	Carlton Oaks
Tina Schipke	PRIDE Academy
Kristin Eveland	Cajon Park
Lindsay Benedetto	Carlton Oaks

June Richards	Rio Seco
Lyn McGrael	Carlton Oaks
Julie Boerman	PRIDE Academy
Pamela Mitchell	Carlton Oaks
Leah Hallinan	PRIDE Academy
Sarah Mowrey	Pepper Drive
Jennifer Rolf	Pepper Drive
Cindi Schulze	PRIDE Academy
Marc Robbins	Rio Seco

2. Report on 2014 Out-of-School Time Program

• Summer Camp

Ms. Brasher shared she became aware of the Summer Learning Initiative about four year ago. This initiative known as “Summer Matters in California.” She mentioned the tenets behind Summer Matters program helped them take the program to a new direction. The program switched to a Summer Camp format in 2013 and the premise was refined this year. To help along the path, the district partnered with The Children’s Initiative who received a grant to strengthen summer learning in San Diego. The district was fortunate to have a trainer speak to staff before the start of the summer program. Dr. Gale Gorky came and motivated staff to provide a quality, fun, learning environment for summer.

Through this partnership, the district was also visited by John Duran, with ASAPConnect (After School Assistance Providers), from the Santa Clara County Office of Education. Mr. Duran oversees the Summer Matters project with ASAPConnect. The district received some positive feedback on our program and some valuable pointers for next year. Ms. Brasher shared it was great to hear that the district is on the right track and looks forward to strengthening the program next summer.

Ms. Brasher shared a short video that showed how the 6 Signs of a Great Summer Learning Program were put into action at summer camp. The Board commended Ms. Brasher and her staff for their work.

**C. PUBLIC COMMUNICATION**

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

**D. CONSENT ITEMS**

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

- 1.1. **Approval of Minutes**
- 1.2. **Resolution No. 1415-04: Local Reserves Cap**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Expenditure Warrants**
- 2.3. **Approval/Ratification of Purchase Orders**
- 2.4. **Approval of Consultants and General Service Providers**
- 2.5. **Approval to Submit an Application for the 2014-15 Mandated Cost Block Grant**
- 3.1. **Ratification of Nonpublic School Master Contract with Specialized Ed. of California, Inc., d/b/a Sierra Schools for Nonpublic School Services**
- 4.1. **Personnel, Regular**
- 4.2. **Approval of Memorandum of Understanding with Home Start Incorporated to Provide Counseling Services for Students Having Experienced Trauma**
- 4.3. **Acceptance of Tobacco-Use Prevention Education (TUPE) Consortium Grant with San Diego County Office of Education and East Region Districts for Sixth, Seventh and Eighth Grade Students**
- 4.4. **Approval of Shared Classroom Teaching Assignment for 2014-15**

Member Ryan Barbara made reference to item D.1.2., and mentioned CSBA requested the Board adopt the resolution on Local Reserves Cap.

Member Ryan acknowledged Christina Becker's name on the ballot for Dehesa School District. The Board extended congratulations to Ms. Becker. Member Ryan moved approval.

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

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

**Educational Services**

**1.1. Approval of Mathematics Research Project with Stanford University**

Dr. Pierce mentioned Stanford University Professor Joe Boaler and Professor Carol Dweck invited middle school teachers to participate in a research project to analyze student engagement and its effect on improving mathematics achievement. Starting in the fall, teachers will teach certain class periods approximately six 15-minute lessons for the research project. Teachers will administer a student engagement survey with their classes. Professor Boaler, and the research team, will analyze the student data from Smarter Balanced tests and grades for evaluation of student achievement levels. Member Burns moved approval.

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

**Business Services**

**2.1. Approval of Proposition 39 Five Year Expenditure Plan**

Karl Christensen explained that at the last meeting, the Board was presented with a proposed five-year expenditure plan to obtain Prop 39 funding for energy efficiency projects. The plan incorporated the following estimates over five years:

- Four projects that include energy efficiency measures to be conducted at all schools and the district office for a total estimated cost of \$2.1 million
- Receipt of approximately \$1.4 million in Prop 39 funds
- Use of \$804,000 in Deferred Maintenance funds as a district share towards the Pepper Drive School HVAC replacement project

Mr. Christensen stressed the importance to note the deferred maintenance amount is higher than what was stated would be the final district share at the last Board meeting. He assumed that since not all the estimated Prop 39 funds were expended, the difference of \$135,000 could reimburse a portion of the District's share. However, after more discussion with the Architect, it turns out that the \$804,000 district portion is the amount needed for the Pepper Drive project in order to obtain the minimum Savings to Investment ratio of 1.05. Assuming the project cost is \$1.7 million for Pepper Drive, reducing the district share by reimbursing with Prop 39 funds would cause the SIR to be below the minimum threshold.

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

**2.2. Adoption of Resolution No. 1415-05 to Authorize Contracting Pursuant to Cooperative Bid and Award Documents from the City of San Diego Exterior LED Lighting**

Mr. Christensen explained that with approval of tonight's Prop 39 expenditure plan, Administration seeks approval to piggyback on the City of San Diego's bid with Southern California Contracting Company for installing exterior LED lighting at all schools for an estimated project cost of \$66,679. Member Burns moved approval. Member Burns moved approval.

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

**2.3. Approval of Agreement with Webb-Cleff for Design Work on Pepper Drive School HVAC Replacement Project**

Mr. Christensen explained that with approval of tonight's Prop 39 expenditure plan, Administration would like to start the design and planning process for the Pepper Drive School HVAC replacement project immediately and asked for approval to contract with our Architect, Webb-Cleff, to do that design work for a fixed fee of \$160,000. Member Burns moved approval.

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

**Capital Improvement Program**

**3.1. Authorization to Install Flood Walls at Pepper Drive School to Improve Storm Water Management Using CUPCCAC Informal Bid Process**

Member Burns moved approval of the item. No discussion was held.

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

**F. BOARD POLICIES AND BYLAWS**

**1.1. First Reading: Revised BP 6163.4 - Student Use of Technology**

Board Policy 6163.4 – Student Use of Technology was presented to the Board of Education as a first reading. No action was taken. The Board Policy will return for a second reading and request for adoption.

Member Burns mentioned there would be sufficient time to make changes and/or suggestions after the Board workshop before the policy is presented for a second reading and request for adoption.

Member Levens-Craig inquired on including a timeline (i.e., within 24 hours, the next business day, etc.) on reporting a lost, stolen, or damaged device on page 83. Member Ryan mentioned lost or stolen devices should be reported immediately to the authorities. Staff was asked to make necessary adjustments to include proper language.

**G. BOARD COMMUNICATION**

Superintendent Pierce presented a draft letter to the San Diego County Taxpayers Educational Foundation addressing the points not checked on their transparency scorecard. As requested by the Board, the letter asked that the scorecard be revised. The Board asked that they be provided until close of next business day to respond with any suggestions and/or changes before the letter is mailed.

Superintendent Pierce mentioned Tim Larson would provide a staffing update. Mr. Larson, mentioned the 2013-14 CBEDS enrollment was 6,394. Projected enrollment for 2014-15 was 6,495. However, as of August 19, enrollment was 6,533. There are currently 225 teachers on staff and three substitutes due to projected high class counts (34 students). There are currently 32 classes with high class counts in grades 4-8. There are two classes with 35 students and one class that has 36 students. K-3 classes will remain at 24:1.

Mr. Larson shared the combination classes are as follows:

<u>Number:</u>	<u>Grade Combination:</u>
1	TK/K
5	K/1
8	1/2
6	2/3
1	3/4

7	4/5
4	5/6 (two structured for instructional reasons)
3	7/8 (three structured for instructional reasons)

Member Burns asked if the new enrollments were for lower grades. Mr. Larson mentioned their ages varied. Member Burns asked if the enrollment was higher at a particular grade level. Mr. Larson explained there seemed to be a larger impact on grades K-3.

Superintendent Pierce shared tickets were on sale for the Salute to Teachers event and asked if any Board member would like to attend. Members Levens-Craig and Burns mentioned they would be attending.

Superintendent Pierce shared a draft of the concept and layout for the Santee Magazine. Member Burns asked that a QR code be included. Member Levens-Craig mentioned there seemed to be too many pictures and asked that an additional text box be added. Superintendent Pierce mentioned additional information would be provided in second article on a different page. Member Levens-Craig asked that a link to the Local Control Accountability Plan be added. Member El-Hajj asked that a reference to the second article be included. Superintendent Pierce mentioned a final draft would be presented at the next meeting.

Superintendent Pierce mentioned the new black and white pictures were displayed in the lobby. She reminded the Board of the Welcome Back event on August 20; first day of school on August 25; and the Board workshop on August 26.

Member Ryan mentioned she would like to get a new portrait and shared the cost would be approximately \$380. President Fox mentioned it was at each members' discretion to take a new picture.

Member Ryan asked if the district was purchasing one keyboard per child. She mentioned that in addition to asking the Foundation for funds for keyboards, the parents should be given the option of purchasing the keyboard for their children. Superintendent Pierce mentioned they would be purchased by class sets. Member Ryan mentioned students might be at a disadvantage during testing. Since the majority of the students are use to a touchscreen instead of a keyboard. Superintendent Pierce explained keyboards are only required for the SBAC testing. However, students prefer to navigate the tablet using their fingers rather than a keyboard and is why the district is only purchasing a few class sets to use during testing and/or for projects. Students will have an opportunity to use a keyboard during the benchmark testing and then again during SBAC testing. Member Burns mentioned he was under the impression that a keyboard would be purchased for every student. Member Ryan mentioned using a keyboard is a completely different skill and if they don't have the practice they might be at a disadvantage during testing.

Member Ryan asked that the Board contribute towards Karen Fleck's charity of choice or the Foundation in honor of her husband. Board members agreed to contribute towards the Foundation on her husband's behalf. The Board asked that the Foundation send her a letter acknowledging the donation.

#### **H. CLOSED SESSION**

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

1. Conference with Labor Negotiator (Gov't Code § 54956.8)  
Agency Negotiators: Karl Christensen, Assistant Superintendent; and Tim Larson, Assistant Superintendent  
Employee Organization: Santee Teachers Association
2. Conference with Labor Negotiator (Govt Code § 54956.8)  
Agency Negotiators: Karl Christensen, Assistant Superintendent; and Tim Larson, Assistant Superintendent  
Employee Organization: Classified School Employees Association

3. Conference with Real Property Negotiators (Govt. Code § 54956.8)  
Property Addresses:
  - Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)
  - 10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)Agency Negotiator: Karl Christensen, Assistant Superintendent
4. Public Employee Performance Evaluation (Govt Section § 54957)  
Superintendent

The Board entered closed session at 8:50 p.m.

**I. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 10:00 p.m. No action was reported.

**J. ADJOURNMENT**

The August 19, 2014 regular meeting adjourned at 10:00 p.m.

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Barbara Ryan, Clerk

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Cathy A. Pierce, Ed.D., Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests  
Prepared by Karl Christensen  
September 2, 2014

**BACKGROUND:**

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

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

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

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

**Staff Development**

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

**FISCAL IMPACT:**

The estimated travel expenses are \$6,121, with substitute costs of \$420, 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 2, 2014**

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Thursday, 09/11/14	John Schweller	Pupil Services	Annual School Attendance Review Board Student Engagement Summit	SDCOE	\$0	\$59	Pupil Services	This workshop will focus on integrated intervention and support, truancy diversion, and legislative updates regarding truancy.
Mon-Tues, 11/17/14 - 11/18/14	John Schweller Carrie Thompson El Gigliotti Kirsten Stretton	Pupil Services Chet F. Harritt PRIDE Academy Cajon Park	Building Supportive Relationships to Create a Positive School Climate	San Diego	\$0 \$0 \$0 \$0	\$200 \$200 \$200 \$200	DODEA Grant DODEA Grant DODEA Grant DODEA Grant	This workshop center on the importance of youth/adult relationships regarding bullying
<b>Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California</b>								
Mon-Fri, 08/04/14 - 08/08/14	Debra Simpson	Rio Seco	2014 Summer Writing Institute	New York, NY	\$0	\$2,812	Educational Services	The Writing Institute is designed to establish models of best practices in writing instruction and to increase competency in the area of writing.
Mon-Tues, 09/15/14 - 09/16/14	Dr. Cathy Pierce	Superintendent	Let's Move! Active Schools Leadership Roundtable	White House, Washington, DC	\$0	\$1,244	Superintendent's Office	Dr. Pierce has been invited to the White House in Washington, D.C. to participate in a round table collaboration and strategizing on ways to improve the health and well-being of our nation's youth.
Thurs-Sat, 12/04/14 - 12/06/14	Jill Schmitt Val Iverson	Carlton Oaks Carlton Oaks	National Science Teachers Association Area Conference 2014	Long Beach, CA	\$210 \$210	\$603 \$603	Carlton Oaks Carlton Oaks	This multi-day conference will provide practical teaching tools for for the latest science content information.



Consent Item D.2.2. Acceptance of Donations  
 Prepared by Karl Christensen  
 September 2, 2014

**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 for the Library	\$3,995.00	Capstone	PRIDE Academy
<b>TOTAL DONATIONS RECEIVED</b>	<b>\$3,995.00</b>		

**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 \$3,995.00.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.2.2.

Consent Item D.2.3. Approval/Ratification of Expenditure Transactions  
Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)  
September 2, 2014

**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, 2014 through July 31, 2014.

This recommendation supports the following District goal:

**Fiscal Accountability**

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

**FISCAL IMPACT:**

There were 96 transactions totaling \$20,617.42 charged to various funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.2.3.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140704	ABEL,CATHY	CHILD NUTRITION	SONRIDGE LLC	369.96	Thermo carriers
20140706	ABEL,CATHY	CHILD NUTRITION	SEARS.COM 9300	1,304.37	Freezer Pepper Drive
20140711	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAURANT STORE	45.42	Black Pans Salad/Express Bars
20140711	ABEL,CATHY	CHILD NUTRITION	SMARTNFINAL39810803989	19.09	foam cooler , & dressing pumps
20140715	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAURANT STORE	79.38	Dressing Containers
20140715	ABEL,CATHY	CHILD NUTRITION	ALBERTSONS #6727	13.33	Summer School Produce
20140716	ABEL,CATHY	CHILD NUTRITION	SMARTNFINAL39810803989	21.48	Split - (70.7%)
20140716	ABEL,CATHY	CHILD NUTRITION	SMARTNFINAL39810803989	8.90	Split - (29.3%)
20140717	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #908	65.12	Office Supplies
20140718	ABEL,CATHY	CHILD NUTRITION	NORMS REFRIGERATION AN	214.95	milk box hinges
20140720	ABEL,CATHY	CHILD NUTRITION	RESTAURANT DEPOT	97.00	Kitchen Supplies
20140722	ABEL,CATHY	CHILD NUTRITION	WAL-MART #1917	2.94	Food 13-00-5310-000-0000-3700-4700-000-090 (5.27%)
20140722	ABEL,CATHY	CHILD NUTRITION	WAL-MART #1917	52.86	Supplies 13-00-5310-000-0000-3700-4300-002-090 (94.73%)
20140723	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAURANT STORE	619.67	Stainless Steel commercial work tables
20140723	ABEL,CATHY	CHILD NUTRITION	AMAZON MKTPLACE PMTS	11.97	Light Bulb
20140725	ABEL,CATHY	CHILD NUTRITION	THE HOME DEPOT 673	38.59	Paint
20140725	ABEL,CATHY	CHILD NUTRITION	TUNDRA SPECIALTIES INC	35.60	Pizza Box electrical switch
20140730	ABEL,CATHY	CHILD NUTRITION	FOOD4LESS #0349	5.00	Food Summer School
20140731	ABEL,CATHY	CHILD NUTRITION	SEARS.COM 9300	1,273.23	Freezer
20140731	ABEL,CATHY	CHILD NUTRITION	CHEF CITY	70.69	Kitchen Supplies
				<b>4,349.55</b>	
20140701	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BASKIN #360081 ONLINEC	23.99	Board meeting supplies.
20140702	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMARTNFINAL39810803989	9.99	Miscellaneous Board meeting supplies
20140710	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	TARGET 00014852	12.05	Miscellaneous Board meeting supplies
20140710	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	FEA	398.00	Supt Registration for ACSA 2014 Leadership Summit
20140711	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	PORTOLA HOTEL AND SPA	196.00	Accommodations for ACSA Supts' Symposium
20140711	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ORIENTAL TRADING CO	48.00	Supplies for PLT Retreat
20140714	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CURRENT USA	16.47	Miscellaneous supplies
20140725	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ORIENTAL TRADING CO	19.74	Supplies for PLT Retreat
				<b>724.24</b>	
20140703	AVILA,EVONN	BUSINESS SERVICES	WWW.WARESDIRECT.COM	83.28	Stores Supplies - Glad Fold Top Sandwich Bag 12/180 ct.
20140725	AVILA,EVONN	BUSINESS SERVICES	WALMART.COM	100.45	Stand for office equipment
				<b>183.73</b>	
20140703	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	125.84	OTHER/INSTRUCTIONAL
20140709	BAKER,HOPE	OST PROGRAMS	THE HOME DEPOT 673	62.29	OTHER/INSTRUCTIONAL
20140727	BAKER,HOPE	OST PROGRAMS	BEST BUY MHT 00011452	70.17	OTHER/INSTRUCTIONAL
20140730	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	175.17	OTHER/INSTRUCTIONAL
20140731	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	52.37	OTHER/INSTRUCTIONAL
				<b>485.84</b>	
20140709	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	HARPSTER-CANOPIES.COM	567.35	Maintenance Supplies YALE/HC/Kinder Shade
20140720	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	7-ELEVEN 13661	12.54	Maintenance Supplies Carlton Hills
				<b>579.89</b>	
20140702	BRASHER,PAMELA	OST PROGRAMS	SMARTNFINAL36010803609	53.04	FOOD SUPPLIES
20140707	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #5996	54.00	OTHER/INSTRUCTIONAL
20140710	BRASHER,PAMELA	OST PROGRAMS	DELL SALES & SERVICE	183.59	OTHER/OFFICE
20140710	BRASHER,PAMELA	OST PROGRAMS	AMC MISSION VALLEY #02	1,519.00	ADMISSION/ENTRANCE FEES
20140710	BRASHER,PAMELA	OST PROGRAMS	AMC MISSION VALLEY #02	160.00	ADMISSION/ENTRANCE FEES
20140711	BRASHER,PAMELA	OST PROGRAMS	DOLRTREE 3194 00031948	85.32	OTHER/INSTRUCTIONAL
20140711	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	250.69	OTHER/INSTRUCTIONAL
20140714	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #5996	51.79	OTHER/INSTRUCTIONAL
20140714	BRASHER,PAMELA	OST PROGRAMS	99 CENTS ONLY STORES #	74.11	OTHER/INSTRUCTIONAL
20140715	BRASHER,PAMELA	OST PROGRAMS	DELL SALES & SERVICE	183.59	OTHER/OFFICE
20140721	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #3494	66.73	OTHER/INSTRUCTIONAL
20140721	BRASHER,PAMELA	OST PROGRAMS	LAKESHORE LEARNING #52	40.48	OTHER/INSTRUCTIONAL
20140724	BRASHER,PAMELA	OST PROGRAMS	JOANN FABRIC #1841	170.81	OTHER/INSTRUCTIONAL
				<b>2,893.15</b>	
20140702	BROGAN-BARANSKI,K	CARLTON OAKS	THE 2 SISTERS/THE DAILY	765.00	Core literacy components for classroom literacy
20140721	BROGAN-BARANSKI,K	CARLTON OAKS	TARGET 00011403	21.56	Clorox wipes for Safety Patrol Helmets
				<b>786.56</b>	
20140702	HECK,TERRY	CARLTON HILLS	INN AT SARATOGA INC	158.40	Lodging for the Executive Briefing with Apple, Inc.
				<b>158.40</b>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140702	HOOKS, TED A	CAJON PARK	INN AT SARATOGA INC	158.40	Lodging for the Executive Briefing with Apple, Inc.
20140704	HOOKS, TED A	CAJON PARK	CASH & CARRY DISCT FUR	152.59	Conference table for VP office (donations)
20140720	HOOKS, TED A	CAJON PARK	DELTA	901.00	Airfare for teacher to NY for Writing Training - Cajon Park
20140720	HOOKS, TED A	CAJON PARK	DELTA	796.00	Airfare for teacher to NY for Writing Training - Cajon Park
20140721	HOOKS, TED A	CAJON PARK	ALOFT HARLEM	1,524.68	Hotel lodging for Writing Training in NY - Cajon Park
20140721	HOOKS, TED A	CAJON PARK	ALOFT HARLEM	13.25	Lodging surcharge for Writing Training in NY - Cajon Park
20140721	HOOKS, TED A	CAJON PARK	ALOFT HARLEM	1,524.68	Hotel lodging for Writing Training in NY - Cajon Park
20140721	HOOKS, TED A	CAJON PARK	ALOFT HARLEM	13.25	Lodging surcharge for Writing Training in NY - Cajon Park
20140730	HOOKS, TED A	CAJON PARK	LANYARD LAB	205.00	Lanyards for Pepper Drive Staff (donations)
				<b>5,288.85</b>	
20140708	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	PAYPAL *SCREENCAS	29.00	Software
20140709	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WWW.SIMPLISAFE.COM	389.91	Security System
20140709	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	205.18	Security Camera
20140713	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	FRY'S ELECTRONICS #15	183.31	Adapters
20140713	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	IN *SMARTVUE CORPORATI	259.20	Camera Recorder
20140720	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	BEST BUY MHT 00011452	151.19	Security Camera
20140728	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	BEST BUY 00013862	152.24	Security Camera
20140731	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	42.23	Data Cables
				<b>1,412.26</b>	
20140702	MCCOLL, LISA	HILL CREEK	INN AT SARATOGA INC	158.40	Lodging for the Executive Briefing with Apple, Inc.
				<b>158.40</b>	
20140715	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	OFFICE DEPOT #908	248.38	Office Chair - ERC Admin
20140722	MCKINNON, KATHLEEN A	EDUCATIONAL SERVICES	OFFICE DEPOT #908	259.16	Office Chairs - ERC Admin (CR Teachers)
				<b>507.54</b>	
20140727	MICHEL, HOPE	SPECIAL EDUCATION	HAWTHORNE EDUCATIONAL	117.00	Test Protocols - ADDES-4 - School Psych (90%)
20140727	MICHEL, HOPE	SPECIAL EDUCATION	HAWTHORNE EDUCATIONAL	13.00	Percentage Charge to Reg Ed Budget (10%)
20140730	MICHEL, HOPE	SPECIAL EDUCATION	RVRSIDE EDU *TESTING	298.95	Testing Protocols - WJIII - RSP (90%)
20140730	MICHEL, HOPE	SPECIAL EDUCATION	RVRSIDE EDU *TESTING	33.22	Charge Percentage to Reg Ed (10%)
				<b>462.17</b>	
20140711	ORTEGA, KAREN	HUMAN RESOURCES	ALBERTSONS #6727	20.95	Supplies for VP interviews at HC school
20140713	ORTEGA, KAREN	HUMAN RESOURCES	THE SANDWICH BAGS	71.07	Lunch for VP interview panel at HC school
				<b>92.02</b>	
20140701	PIERCE, CATHY A	SUPERINTENDENT'S OFFICE	THE BASIN	671.77	Business dinner for Apple Briefing.
				<b>671.77</b>	
20140702	PROUTY, DANIEL J	CHET F. HARRITT	INN AT SARATOGA INC	158.40	Lodging for the Executive Briefing with Apple, Inc.
				<b>158.40</b>	
20140709	REES, TAMMY	HILL CREEK	GROUP TICKETING - D	(605.00)	Returned unused Disneyland tickets to Hill Creek's donation account.
				<b>(605.00)</b>	
20140720	RIFFEL, MEREDITH	PUPIL SERVICES	USPS 05702000734913483	17.45	Postage for CHKS surveys
20140724	RIFFEL, MEREDITH	PUPIL SERVICES	OFFICE DEPOT #908	16.02	Office supplies
				<b>33.47</b>	
20140711	SCHWELLER, JOHN	PUPIL SERVICES	DELL SALES & SERVICE	226.77	Printer cartridges for Hope Michel
				<b>226.77</b>	
20140704	SHEEN, KRISTINA D	OST PROGRAMS	MICHAELS STORES 3256	124.63	OTHER/INSTRUCTIONAL
20140706	SHEEN, KRISTINA D	OST PROGRAMS	DOLRTREE 3194 00031948	147.96	OTHER/INSTRUCTIONAL
20140711	SHEEN, KRISTINA D	OST PROGRAMS	AMC MISSION VALLEY #02	96.00	ADMISSION/ENTRANCE FEES
20140711	SHEEN, KRISTINA D	OST PROGRAMS	AMC MISSION VALLEY #02	1,252.50	ADMISSIONS/ENTRANCE FEE
20140724	SHEEN, KRISTINA D	OST PROGRAMS	FOOD4LESS #0349	62.98	OTHER/INSTRUCTIONAL
				<b>1,684.07</b>	
20140702	SIMPSON, DEBRA	RIO SECO	INN AT SARATOGA INC	158.40	Lodging for the Executive Briefing with Apple, Inc.
				<b>158.40</b>	
20140702	SOUTHCOTT, STEPHANIE	PRIDE ACADEMY	INN AT SARATOGA INC	158.40	Lodging for the Executive Briefing with Apple, Inc.
				<b>158.40</b>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20140702	VAIL,LINDA	SUPERINTENDENT'S OFFICE	AWARDS BY NAVAJO	20.81	Engraved Nameplate
20140703	VAIL,LINDA	SUPERINTENDENT'S OFFICE	THE SANDWICH BAGS	85.13	Lunches for Full Day Interviews
20140711	VAIL,LINDA	SUPERINTENDENT'S OFFICE	PACIFICA GLASS COMPANY	7.83	Frame Glass Replacement
20140730	VAIL,LINDA	SUPERINTENDENT'S OFFICE	SHI CORP	(65.23)	Refund
				<u>48.54</u>	
				<u><u>20,617.42</u></u>	

**BACKGROUND:**

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

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

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

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

**RECOMMENDATION:**

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

This recommendation supports the following District goals:

**Educational Achievement**

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

**Fiscal Accountability**

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

**FISCAL IMPACT:**

The fiscal impact is disclosed on the attached page.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.2.4.

Consultant / General Service Provider Report  
 September 2, 2014

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Nadhal Daoud	Consultant	Bilingual Interpreter (Middle Eastern Languages)	8/25/14 - 6/30/15	\$15/hour-oral translations; \$20/hour- written translations & Testing (not to exceed \$800)	EIA-LEP	Independent Contractor
Nahid Aspari	Consultant	Bilingual Interpreter (Middle Eastern Languages)	8/25/14 - 6/30/15	\$15/hour-oral translations; \$20/hour- written translations & Testing (not to exceed \$800)	EIA-LEP	Independent Contractor
Alliance for African Assistance	Consultant	Translation Services	8/20/14 - 6/30/15	\$60/hour (not to exceed \$800)	EIA-LEP	Independent Contractor

Consent Item D.2.5.  
Prepared by Karl Christensen  
September 2, 2104

Adoption of Resolution No. 1415-07 to Certify 2013-14  
Gann Limit Appropriations Recalculation and an  
Estimated Limit for 2014-15

**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 2013-14 and an estimate for fiscal year 2014-15.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution No. 1415-07 for the recalculation of appropriation limit and funds subject to the Gann Limit for the fiscal year 2013-14 and an estimate for 2014-15.

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 2013-14 appropriations subject to the Gann limitation are \$33,952,152 and the 2014-15 appropriations subject to the Gann limitation are estimated to be \$33,874,062.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.2.5.



**RESOLUTION NO. 1415-07  
RESOLUTION OF THE SANTEE SCHOOL DISTRICT  
TO CERTIFY THE 2013-14 GANN LIMIT APPROPRIATIONS RECALCULATION  
AND AN ESTIMATED LIMIT FOR 2014-15**

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 2013-14 fiscal year and a projected Gann Limit for the 2014-15 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 2013-14 and 2014-15 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 2013-14 and 2014-15 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 2nd day of September, 2014, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA            )  
COUNTY OF SAN DIEGO        )

I, Barbara Ryan, 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

Authorization to Sell/Dispose of Surplus Items

**BACKGROUND:**

Board Policy (BP) and Administrative Regulation (AR) 3270 govern the sale or disposal of surplus books, equipment, and supplies in accordance with applicable Education Code provisions. The table below summarizes the options for selling or disposing of various types of surplus items delineated in AR 3270:

<b><u>Category</u></b>	<b><u>Value/Condition</u></b>	<b><u>Option</u></b>	<b><u>Requirements</u></b>
<b><i>Obsolete Instructional Materials</i></b>	<ul style="list-style-type: none"> <li>Usable for educational purposes</li> <li>Any value</li> </ul>	<ul style="list-style-type: none"> <li>Donate to any governing board, county free library or other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy</li> <li>Sell to any organization that agrees to use the materials for educational purposes</li> </ul>	<ul style="list-style-type: none"> <li>Receiving entity shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent</li> <li>Notify public of intent at least 60 days prior to disposition</li> </ul>
	<ul style="list-style-type: none"> <li>Unusable for educational purposes or cannot be disposed of as above</li> <li>Any value</li> </ul>	<ul style="list-style-type: none"> <li>Mutilate so as not to be salable and sold for scrap</li> <li>Destroy beyond any economical means</li> </ul>	<ul style="list-style-type: none"> <li>For destruction, provide at least 30 day prior notice to those requesting notice</li> </ul>
<b><i>School Buses</i></b>	<ul style="list-style-type: none"> <li>Any value</li> </ul>	<ul style="list-style-type: none"> <li>Sell to another California public school district</li> </ul>	<ul style="list-style-type: none"> <li>The other district is replacing a bus that is in service and has not been designated a temporary school bus pursuant to Education Code 42291.5</li> <li>The bus being replaced by the other district is older than the bus that is being sold by this district</li> <li>The bus being replaced by the other district is not sold to a third school district</li> </ul>

			<ul style="list-style-type: none"> <li>The other district, by Board resolution, holds the state and this district harmless for any liability that may result from the bus that this district is selling</li> <li>The proceeds from the sale of the bus shall be used by this district for home-to-school transportation purposes</li> <li>Before the sale is finalized, the bus being sold is in compliance with all relevant provisions of the Vehicle Code and 13 CCR</li> </ul>
<b>All Other Personal Property</b>	<ul style="list-style-type: none"> <li>Value insufficient to defray costs of arranging a sale</li> </ul>	<ul style="list-style-type: none"> <li>Donate to charitable organization deemed appropriate by the Board</li> </ul>	<ul style="list-style-type: none"> <li>Requires unanimous vote by Board</li> </ul>
	<ul style="list-style-type: none"> <li>\$2,500 or less</li> </ul>	<ul style="list-style-type: none"> <li>Sell without advertising</li> </ul>	<ul style="list-style-type: none"> <li>Requires unanimous vote by Board</li> </ul>
	<ul style="list-style-type: none"> <li>More than \$2,500</li> </ul>	<ul style="list-style-type: none"> <li>Advertise for Bids or Conduct Public Auction</li> </ul>	<ul style="list-style-type: none"> <li>Post notices in 3 public places and advertise once a week for 2 weeks in general circulation newspaper</li> <li>Accept highest bid or reject all bids</li> <li>If no qualified bid received, may be sold to any individual or entity</li> </ul>
		<ul style="list-style-type: none"> <li>Without advertising for bids, sell to agencies of federal, state or local government, to any other school district, or to any agency eligible under the federal surplus property law</li> </ul>	<ul style="list-style-type: none"> <li>Sale price shall equal cost of property plus estimated cost of purchasing, storing, and handling</li> </ul>
	<ul style="list-style-type: none"> <li>Without advertising for bids, sell or lease the property to agencies of federal, state or local government or to any other school district</li> </ul>	<ul style="list-style-type: none"> <li>Price and terms of sale or lease fixed by the Board and approved by County Superintendent of Schools</li> </ul>	

The District also has the option of using the services of Interschola to satisfy the advertising for bids and public auction requirements using an on-line bidding methodology. If used, Interschola retains a portion of the sale proceeds for their fee.

The items to declare surplus are described below:

<b>Quantity</b>	<b>Description</b>	<b>Location</b>	<b>Condition</b>	<b>Estimated Value</b>
1	10' X 40' Cargo Container	Pepper Drive	Poor to Fair	\$300 to \$500
2	10' X 40' Cargo Container	Cajon Park JH Annex	Poor to Fair	\$600 to \$1,000

**RECOMMENDATION:**

It is recommended that the Board of Education declare the described items as surplus with a value of \$2,500 or less and authorize the sale or disposal of them in accordance with established procedures.

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:**

Income estimated at \$900 to \$1,500 less fee to Interschola, if used.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.2.6.

Prepared by Dr. Stephanie Pierce  
September 2, 2014

**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 2014-15 for Santee School District is \$648.00. 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 2014-15 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 2014-15 school year is estimated to be \$93,000. 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.

# Supplemental Educational Services (SES) Provider

Approved Providers for a District (approval periods 7/1/13-6/30/15 & 7/1/14-6/30/16)

Provider Business Name	Hourly Rate Per Student
! MathWiz	60-75
!!! Apple iPad & Android Tablet Tutoring !!!	50-100
! # 1 At-Home Tutors, Inc.	35-49
! # 1 A+ Student Learning Academy/Center !	70.00
! # 1 Touch-Screen Tablet Computer Tutoring	65-85
! ACE Tutoring Services, Inc.	40-60
#1 Academia de Servicio de Tutoria	40-70
#1 Educando con Tabletas	40-70
#1 in Learning Online, Inc.	35.00
jAlpha! Innovation through Education	50-80
jAprende! Tutoring	15-80
1 2 3 MATH (WOODLAND HILLS LEARNING, INC.)	55-70
1 2 3 MATH AND READING, INC.	55-70
1 to 1 Study Buddy Tutoring, Inc.	75.00
1 to 1 Study Buddy Tutoring, Inc.	75
1-on-1 Learning with Laptops	65-89
A + Educational Centers	80
A Better Tomorrow Education	33-60
A to Z In-Home Tutoring	60-70
A Tree of Knowledge Educational Services, Inc.	65.00
Aavanza (Extreme Learning DBA Aavanza)	40--65
Abacus In-Home Tutoring, Inc.	65.00
Academic Tutoring Services, Inc.	38-75
Accuracy Temporary Services, DBA ATS Project Success	60.00
Achievement Matters, Inc.	30-50
Adaptive Learning LLC	60

Provider Business Name	Hourly Rate Per Student
Empact Community Connections dba @Education Today	75
Encourage Tomorrow	55-70
Extreme Learning	40--65
Friendly Community Outreach Center (FCOC)	\$50-\$70
Future Stars Tutoring Services Center	55-75
Growing Scholars Educational Center	70.
Gurukul L.L.C DBA Anytime Tutoring	50.00
ICES Education, LLC	45.00
Innovative Educational Programs, LLC	60.00
Jair Learning, LLC	40-90
Jones Reading & Math Clinics, Inc.	\$45-\$60
Keep Hope Alive Project	60.00
Kern County Superintendent of Schools	60.00
Leading Edge Learning Center	35-75
Leading Edge Tutors Inc.	45 - 65
Leading Edge Tutors Inc. dba Adelante Online Learning	55 - 75
Leading Edge Tutors Inc. dba Educando Lideres	45 - 75
LEARNING FUNDAMENTALS, LLC	55.00
M&I Educational Consulting Network	65.00
MAJICOO TUTORING	80.00
Mobile Minds Inc. DBA: Mobile Minds Tutoring	60
MyMath.Net Inc	60
New Hope Academy of Change	65
One More Chance Family Outreach Services, Inc.	52.00
One on One Learning Corp.	68.00
Oxford Tutoring	15-80

Provider Business Name	Hourly Rate Per Student
Advanced Reading Solutions LLC dba UROK Learning Institute	45-55
Alternatives Unlimited, Inc.	40-50
AMAZING A ACADEMICS	50-75
Basic Educational Services Team, Inc.	55.00
Boys & Girls Clubs of Central Sonoma County	40
Boys2Men Foundation Inc. dba Boys2MenGirls2Women Tutoring Services	\$50
Brain Hurricane, LLC	57-75
Carter, Reddy & Associates, Inc.	65
Catapult Learning West, LLC (DBA Catapult Learning)	54.80
Cesar Chavez Foundation	55-135
Club Z! In-Home Tutoring Services, Inc.	65.00
Community College Foundation	43-70
Cyber Learning	\$50-\$70
Datamatics Inc. dba Achieve HighPoints	60-85
Doctrina Tutoring	45.00
Eduwizards, Inc.	55
Elevate Learning, LLC	39-79

<http://www.cde.ca.gov/ta/ac/ti/ap/providers.aspx>

California Department of Education  
1430 N Street  
Sacramento, CA 95814

Questions: Clifton Davis, Jr. | [ses@cde.ca.gov](mailto:ses@cde.ca.gov) | 916-322-5140

Provider Business Name	Hourly Rate Per Student
Oxford Tutoring DBA Aprende Tutoring	15-80
Primanti Montessori School; DBA #1 Advancing Education	45-\$65
Professional Tutors of America Inc.	68.00
Spectrum Solutions LLC	\$57
STAR, Inc. (STAR Education)	30
Studentnest, Inc. (dba: studentnest.com)	65.
Sullivan Learning Systems, Inc.	50-75
Sullivan Learning Systems, Inc.	50-75
Sylvan Learning of Bonita Operated by 40 Acres and A Mind, Inc.	25-53
Sylvan Learning of La Mesa Operated By 40 Acres and A Mind, Inc.	25 - 53
Target Excellence Program, Inc.	70.00
Teach-n-Tutor (DBA) Teach-n-Tutor, Inc. (legal name)	45-65
The Learning Curve	36-80
Total Education Solutions	55.00
Tutorial Services	50
TutorWorks INC	25-75
Ultimate Success Learning	60
Variations Educational Services LLC	60
Voice of Hope	60
Whole SystemS Learning dba Academic All Star Coaching	65
You Can Do It	\$50-\$70



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 \_\_\_\_\_, 2014, 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 2014 (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 **\$648.00** 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:

<b>Service Month</b>	<b>Invoice Due</b>	<b>Service Month</b>	<b>Invoice Due</b>
November	12/15/14	March	4/15/15
December	1/15/15	April	5/15/15
January	2/15/15	May	6/3/15
February	3/15/15		

All tutoring services must be completed by May 22, 2015. End of year invoices and accompanying paperwork must be delivered to DISTRICT no later than June 3, 2015. 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 30<sup>th</sup>, 2015 unless terminated sooner as provided herein.

**PROVIDER:**

**Santee School District**

BY: \_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Date

Stephanie Pierce, Ed.D. \_\_\_\_\_  
Name  
  
Assistant Superintendent, Educational Services \_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Date

Consent Item D.3.2.

Approval of Memorandum of Understanding Between  
Santee School District and Lakeside Union School  
District Regarding Participation in the California  
Mathematics and Science Partnership Grant

Prepared by Dr. Stephanie Pierce  
September 2, 2014

**BACKGROUND:**

During the 2009-2010 school year, two East County San Diego school districts, Santee and Lakeside, alongside San Diego State University, the San Diego County Office of Education, and WestEd K – 12 Alliance collaborated on a California Mathematics and Science Partnership (CaMSP) grant. This grant, dedicated to increasing the academic achievement of students in Science, Technology, Engineering and Math (STEM) has been awarded and Lakeside Union School District will serve as the lead party for grant administration.

Santee School District has 25 teachers, grades K - 5, participating in this three year grant. Teachers are expected to complete a training series and lesson study over the summer and school year. Teachers are then supplied with an annual stipend of \$2,000 provided they fulfill training outcomes. Lakeside Union School District, as the lead party for grant administration, will maintain training documentation for teachers and will ensure grant outcomes are being recognized.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Memorandum of Understanding between Santee School District and Lakeside Union School District for the California Mathematics and Science Partnership Grant.

This program supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Implement a staff development plan as the cornerstone of employee performance and growth.
- 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:**

Participating teachers who meet annual training requirements will receive a stipend each year for three years for summer training. The grant also provides teachers with five release days each year for lesson study.



**STUDENT ACHIEVEMENT:**

The CaMSP grant program is dedicated to increasing the academic achievement of students in STEM by enhancing the content knowledge and teaching skills through professional development.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.3.2.

**MEMORANDUM OF UNDERSTANDING  
REGARDING PARTICIPATION IN THE CALIFORNIA MATHEMATICS AND  
SCIENCE PARTNERSHIP GRANT PROGRAM BY AND BETWEEN  
LAKESIDE UNION SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into and shall be effective as of this 14~~th~~ day of Aug 2014, by and between the Lakeside Union School District (“LUSD”), who may individually be referred to as a “Party” and collectively as the “Parties”.

WHEREAS, *Integrating practices from Math, Science, and Engineering with Technology (“IDEAS 2.0”)* is a collaborative effort of LUSD, Santee School District, San Diego State University, the San Diego County Office of Education and WestEd/K-12 Alliance (collectively referred to as the “IDEAS 2.0 Partners”); and

WHEREAS, the California Mathematics and Science Partnership (“CaMSP”) grant program, administered by the Mathematics and Science Leadership Office in the California Department of Education (“CDE”), is dedicated to increasing the academic achievement of students in mathematics and science by enhancing the content knowledge and teaching skills from classroom teachers through professional learning activities and provides funding under No Child Left Behind (“NCLB”) Title II, Part B; and

WHEREAS, CDE has approved an application submitted by the *IDEAS 2.0* Partners, with LUSD as the Lead Partner/LEA, for participation in the 2014-2017 CaMSP Cohort 10 program to improve science education of kindergarten through fifth grade students (“Application”); and

WHEREAS, the Parties desire to enter into this MOU to set forth the responsibilities and obligations of the Parties with respect to the CaMSP grant program;

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** This MOU shall commence on the effective date stated above and terminate upon the completion of all obligations of the Parties with respect to the 2014-2017 CaMSP grant, as provided herein.
2. **Disbursement of CaMSP Grant Funds.**
  - a. The Parties anticipate that LUSD, as the Lead Partner, will receive CaMSP grant funds from CDE in approximately twenty percent (20%) increments after each of the year-to-date reports are submitted.
  - b. LUSD shall have no obligation to disburse CaMSP grant funds to SSD unless and until LUSD has received such funds from CDE and SSD has complied with all terms and conditions of the CaMSP grant program and this MOU.
  - c. LUSD shall disburse CaMSP grant funds in accordance with the CaMSP Program Rules, the Application as approved by CDE and this MOU.

- d. LUSD will disburse the CaMSP grant funds in accordance with the applicable yearly budget as approved by CDE based on:
  - i. The number of teachers actually participating in *IDEAS 2.0*, which shall be the number of teachers who participated in *IDEAS 2.0* during the time period for which the twenty percent (20%) funding increment has been received and are projected to complete at least thirty (30) hours of intensive professional development by August 31 for the current project year.
  - ii. Incurred expenses, as evidenced by documentation provided to LUSD by SSD.
- e. In the event that CaMSP funding is reduced as a result of participating teacher attrition (including teachers who fail to complete at least thirty (30) hours of intensive professional development by August 31 for each year of the project, leave *IDEAS 2.0* or become ineligible pursuant to the terms of the CaMSP program rules) in excess of the allowable fifteen percent (15%) rate, disbursements shall first be reduced from the amounts allocated to participating and control teacher salaries, stipends and benefits. Such reduction will be made for each school district in proportion to the number of withdrawing teachers from that school district compared to the total number of withdrawing teachers from all participating school districts. The budget shall be revised accordingly and submitted to CDE for approval. LUSD will provide a copy of the revised budget, as approved by CDE, to SSD.
- f. In the event CDE requires the return of CaMSP grant funds, each Party shall be responsible for the return of any such funds in its possession or previously disbursed to it, in accordance with CaMSP program rules. Should SSD fail to timely return such funds and interest and LUSD makes such repayment, SSD shall reimburse LUSD for the full amount of that repayment.

**3. Compliance with CaMSP Program Rules, including General Assurances.**

- a. In submitting the Application, LUSD, as the Lead Partner, has agreed to comply with required CaMSP program rules, including General Assurances. SSD, as an *IDEAS 2.0* Partner, agrees that it has complied and will continue to comply with all required CaMSP program rules and Project Certifications as stated in the Application.
- b. The CaMSP 2014-2017 Project Certifications include:
  - i. The proposed project supports mathematics or science curricula that are aligned with and support State Board of Education (SBE)-adopted mathematics or science standards and frameworks, CSTs, and SBE-adopted kindergarten through grade eight instructional materials.

- ii. The partnership agrees to contribute to and participate in the CaMSP Learning Network, and attend scheduled statewide meetings.
  - iii. Each SSD teacher who is directly engaged in the CaMSP project has agreed to participate in the project for the entire performance period and has agreed to complete the required number of hours (68 hours of intensive professional development opportunities/26 hours of classroom follow-up in the areas of math or science per participant). Evidence of the agreement is on file with SSD.
  - iv. SSD has contacted all private schools within its boundaries to determine if any private schools want their teachers to participate in the CaMSP program and evidence of this contact is on file at SSD.
  - v. The proposed project provides a minimum of 68 hours of intensive professional development opportunities and a minimum of 26 hours of classroom follow-up that involves learning content through practice-based scenarios that use inquiry and technology-based instruction to combine math and science content with the practices per participant.
  - vi. Grantee shall comply with the General Assurances (<http://www.cde.ca.gov/fg/fo/fm>) that are kept on file at the district office.
- c. LUSD will keep a copy of the General Assurances on file at its district office. SSD shall comply with the General Assurances and additionally keep a copy on file at its respective district office. For example, a copy of the General Assurances for the 2014-2015 fiscal year is attached as Exhibit A hereto and incorporated herein by reference. It shall be SSD's responsibility to ensure that it obtains and complies with the General Assurances for the applicable time period.
  - d. LUSD shall provide SSD with copies of any notices from CDE regarding changes in CaMSP program rules or reductions in funding.

**4. Defense, Indemnity and Hold Harmless.**

- a. To the fullest extent permitted by law, SSD shall defend, indemnify and hold LUSD, its trustees, officers, employees and agents harmless from and against all costs, expenses, damages, injury or loss (including reasonable attorneys fees) to which LUSD, its trustees, officers, employees and agents may be subject by reason of any alleged wrongdoing, misconduct, negligence or fault in whole or in part of SSD, its trustees, officers, employees or agents in the performance of *IDEAS 2.0* and this MOU, including any breach of the CaMSP program rules and/or any reduction or elimination of grant funding as a result of SSD's failure to comply with the CaMSP Program Rules, including General Assurances, except to the extent caused by the sole negligence or willful misconduct of LUSD.

- b. To the fullest extent permitted by law, LUSD shall defend, indemnify and hold SSD, its trustees, officers, employees and agents harmless from and against all costs, expenses, damages, injury or loss (including reasonable attorneys fees) to which SSD, its trustees, officers, employees and agents may be subject by reason of any alleged wrongdoing, misconduct, negligence or fault in whole or in part of LUSD, its trustees, officers, employees or agents in the performance of *IDEAS 2.0* and this MOU, including any breach of the CaMSP program rules and/or any reduction or elimination of grant funding as a result of LUSD's failure to comply with the CaMSP Program Rules, including General Assurances, except to the extent caused by the sole negligence or willful misconduct of SSD.
  
- 5. **Teacher Availability.** SSD agrees that it will allow its teachers to participate in *IDEAS* in accordance with the agreed upon release dates. SSD shall not deny its teachers release time necessary to participate in *IDEAS 2.0* based on lack of substitute availability. SSD shall be responsible for any costs related to substitute teachers necessary as a result of its teachers' participation in *IDEAS. 2.0*.
  
- 6. **Drug and Tobacco Free Facilities.** LUSD facilities are drug and tobacco free facilities. SSD shall ensure that its employees and agents comply with this prohibition at all times while present on LUSD facilities.
  
- 7. **Accounting/Reporting.**
  - a. SSD shall comply with all accounting, reporting, record-keeping and audit requirements and shall assist LUSD and the other *IDEAS 2.0* Partners in complying with such requirements at its own expense.
  
  - b. SSD shall ensure that its participating teachers timely provide the *IDEAS 2.0* Project Director with all student and teacher data necessary for CaMSP and evaluation reports. SSD shall keep track of teacher participation in all *IDEAS 2.0* activities.
  
  - c. SSD shall promptly respond to any requests from the *IDEAS 2.0* Project Director for information related to the *IDEAS 2.0* Program including any information necessary to timely submit reports required for grant compliance.
  
  - d. This MOU and any documents related to it are subject to examination and audit of the State Auditor, at the request of LUSD or as part of any audit of LUSD, for a period of three (3) years after final payment in accordance with the MOU. SSD shall cooperate with LUSD, including any authorized representative of LUSD, regarding such audit at no charge to LUSD.
  
- 8. **Governing Law.** This MOU and all questions related to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning the limitation of actions), shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such

state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the drafters.

9. **Jurisdiction, Forum and Venue.** The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this MOU shall be in the State of California, County of San Diego. The Parties agree not to bring any action or proceeding arising out of or relating to this MOU in any other jurisdiction, forum or venue. The Parties hereby submit to personal jurisdiction in the State of California for the enforcement of this MOU and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this MOU, whether on the grounds of inconvenient forum or otherwise.
10. **Partial Invalidity.** Should any portion, term, condition or provision of this MOU be determined by a court of competent jurisdiction to be illegal and in conflict with any law of the State of California or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.
11. **Amendments.** No amendments, including any modifications, changes or variations of any kind, to this MOU shall be effective unless approved in writing by authorized representatives of both of the Parties. Upon approval and upon execution of any amendment to this MOU, the said amendment shall immediately be effective and binding upon all Parties.
12. **Waiver of Rights.** No action of failure to act by LUSD shall constitute a waiver of any right or duty afforded to it under the MOU, nor shall any such actions or failure to act constitute an approval or acquiescence to any breach hereunder.
13. **Notices and other Communications.** All notices and other communications required by this MOU may be sent by United States mail; postage pre-paid, to the Parties as follows:

If to LUSD:	Lakeside Union School District  12335 Woodside Avenue  Lakeside, CA 92040  Attn: Cecilia Ochoa, Project Director  Facsimile: 619-561-7929  Email: cochoa@lsusd.net
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If to SSD:	Santee School District
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9625 Cuyamaca Street

San Diego, CA 92071

Attn:

Facsimile:-

Email:

Any notices or other communications required by this MOU sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving Party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

14. **Prohibition Against Assignment.** No rights or obligations under this MOU may be assigned by either Party without the prior written consent of the other Party.
15. **Binding Effect.** This MOU is binding upon the successors of the Parties.
16. **Survival of Covenants.** Notwithstanding termination of this MOU, the defense, indemnification and hold harmless provisions shall survive and be fully enforceable.
17. **Signatures.** Each person below warrants and guarantees that she/he is legally authorized to execute this MOU on behalf of the designated entity and that such execution shall bind the designated Party to the terms of this MOU. This MOU may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.
18. **Order of Precedence.** In the event of there being a conflict between any provision of this MOU and the Application and/or CaMSP program rules, the terms of the Applications and/or the CaMSP program rules shall prevail.
19. **Agreement Complete.** This MOU, including any duly executed amendments and the referenced Application, contains the entire understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their proper officers thereunto duly authorized.

LAKESIDE UNION SCHOOL DISTRICT

David Under  
Name  
Superint  
Title  
8/18/14  
Date

SANTEE SCHOOL DISTRICT

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date



## EXHIBIT A

Consolidated Application Part I and II general legal assurances for fiscal year 2010-11.

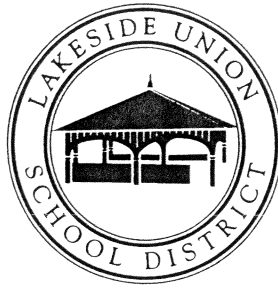
### General Assurances

1. Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations (CCR)*
2. Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code*, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
3. Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
4. Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
5. Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *CFR* 300, 303; and Section 504 of the Rehabilitation Act of 1973)
6. When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 USC §6321(b)(1); PL 107-110 §1120A(b)(1))
7. All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
8. Schoolsite councils have developed and approved a Single Plan for Student Achievement for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)
9. The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR T5*, §4202)
10. The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 *CFR* 76.722, 76.730, 76.731, 76.734, 76.760; 34 *CFR* 80.42)
11. The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, and interested parties. (*CCR T5*, §4600 et seq.)
12. The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 82. (34 *CFR* Part 82)

13. The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR* Part 85)
14. The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
15. The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
16. The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
17. The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))
18. The LEA will participate in the Standardized Testing and Reporting program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); EC §60640, et seq.)
19. The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (EC §45344(a))
20. The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)
21. Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)
22. The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
23. Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(l), 52035(e)(l), 54101; *CCR* T5, §§3944, 3946)
24. At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
25. State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438)
26. Programs and services are and will be in compliance with Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations* (CFR) Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.

Administration:

DAVID H. LORDEN, Ed.D.  
*Superintendent*  
KAMRAN AZIMZADEH  
*Deputy Superintendent*  
TINA BRADY  
*Assistant Superintendent*



Board of Trustees:

GELIA G. COOK  
TWILA C. GODLEY  
C. KEITH HILDRETH  
KEVIN C. HOWE  
BONNIE LACHAPPA

August 20, 2014

**To: Santee School District**

The enclosed materials are:

- For your signature
- For your information
- For your files
- For your review/comments
- As discussed on the telephone
- Per your request
- Other

Attached is a partially executed Memorandum of Understanding that was approved by the Lakeside Union School District Governing Board on August 14, 2014. Please sign and return the original to me.

Thank you.

*Lisa DeRosier*  
Executive Assistant to the Superintendent  
Lakeside Union School District  
(619) 390-2606

*Schools of Arts and Sciences*

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12335 Woodside Avenue • Lakeside, California 92040  
619.390.2600 • FAX 619.561.7929 • [www.lsusd.net](http://www.lsusd.net)

Consent Item D.3.3.

Approval of Memorandum of Understanding for Host Teachers with San Diego Christian College

Prepared by Dr. Stephanie Pierce  
September 2, 2014

**BACKGROUND:**

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers and interns. Santee School District has received a Memorandum of Understanding for Host Teachers with San Diego Christian College (SDCC) to expand the experience of their prospective Multiple Subjects under-graduate students.

In SDCC’s efforts to train and prepare educators for tomorrow’s classrooms, the college requires prospective Multiple Subject students to complete 20 hours of observation and tutoring with English Language Learners. This clinical experience runs concurrent with their baseline major course, ED 200, Liberal Studies Integrative Seminar. This is the first experience for most of these students in a public school setting.

**RECOMMENDATION:**

Administration recommends that the Memorandum of Understanding for Host Teachers with San Diego Christian College for prospective Multiple Subject students for observation and tutoring with English Language Learners be approved by the Board of Education.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

There is no fiscal impact to this item.

**STUDENT ACHIEVEMENT IMPACT:**

This agreement supports student learning by placing prospective multiple subject students in the classroom for observation and tutoring with English Language Learners and provides students with an additional instructional resource.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.3.3.

## MEMORANDUM of UNDERSTANDING

### *For Host Teachers*

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In our efforts to train and prepare educators for tomorrow's classrooms, SDCC requires prospective Multiple Subject students to complete **20 hours** of observation and tutoring with English Language Learners. This clinical experience runs concurrent with their baseline major course, ED 200, Liberal Studies Integrative Seminar. This is the first experience for most of these students in a public school setting.

#### **What is the focus of this placement?**

The focus of this experience is to have an opportunity to serve the community by working in the local public schools and to tutor English Learners who need extra help. Besides one unit of course credit, the students fulfill their service learning requirement for the college.

#### **What is the role of the Host Teacher?**

During this time, the student is expected to learn from you, the host teacher, as he/she observes lessons being taught, tutor/help individual students, and, if the opportunity presents itself, perhaps teach a mini-lesson. Students are to function at the host teachers' direction in their placements.

#### **What are the procedures?**

- A log must be maintained with the student signing in on each visit. We ask that you, the **Host Teacher** keep the log and have the student sign in with you each time. All 20 hours must be completed before the candidate can receive a grade for the course. They should spend about **2 hours a week** over the time span of Sept. 10-Dec. 1, 2014.
- Set up a schedule with your student. Once the scheduled times are set, the student is expected to hold to it. If the student cannot come for any reason, he/she will contact you to let you know ahead of time. Allow the student to observe at first, then to tutor an EL who needs extra help.
- If your student misses more than one scheduled observation, please notify Cheryl Myers at once: ([cmyers@sdcc.edu](mailto:cmyers@sdcc.edu)).

- Keep in mind that for most of these students, this is their first time in a school setting. They are just “getting their feet wet” in an early fieldwork experience. They will need some direction.
- The next page contains the log that the students will fill in on each visit.

### **What are the responsibilities of the students?**

- Once the schedule has been decided on, the student will show up on time, dressed professionally, and ready to help. The student will behave in a professional manner at all times.
- If the student cannot make the scheduled observation for any reason, he/she will contact the host teacher in a timely manner.
- The student agrees to function in the classroom placement under the direction of the host teacher.



Consent Item D.4.2.

Approval of Agreements for COBRA and Custom  
Billing Administrative Services

Prepared by Tim Larson  
September 2, 2014

**BACKGROUND:**

Due to the increasing cost of medical coverage, monthly premiums have exceeded the maximum monthly portion paid by the District ["Cap"]. As a result, retired employees must now pay the additional amount exceeding the monthly "Cap" in quarterly installments. The process entails creating a bill, collecting, tracking, processing and remitting the insurance premium to the carrier for each retiree. Currently, several employees in the Human Resources and Business Services departments spend a vast amount of time dealing with delinquent or inappropriate premium payments, verifying receipt of each payment, setting up individual account receivables and payables, and monthly / year-end reconciliation.

In addition, the number of ex-employees, spouses, and dependents electing to continue medical coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) has also increased. This process requires the same payment scrutiny on a monthly format with additional requirements mandated by the Federal government.

Administration has determined that in order to sustain in-house billing administrative services and COBRA administration would require additional manpower thereby increasing personnel expenses. Therefore, the cost to continue in-house administration is no longer a viable option. After careful consideration and examination of outside vendors, administration is recommending using Discovery Benefits, Inc. as a third party administrator for COBRA and custom billing administrative services.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreements for COBRA and custom billing administrative services.

**FISCAL IMPACT:**

The annual cost to use a third party administrator for COBRA and custom billing administrative services will be \$10,000 and will be paid from the General Fund.

**STUDENT ACHIEVEMENT IMPACT:**

It is the District's intention to provide support for all employees and programs while maintaining fiscal solvency.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.4.2.



## Custom Billing Administrative Services Agreement

This Custom Billing Administrative Services Agreement ("Agreement") is entered into by and between **Santee School District** ("Employer") and Discovery Benefits, Inc. ("DBI") as of **September 1<sup>st</sup>, 2014** ("Effective Date").

**WITNESSETH:**

**WHEREAS**, the Employer has previously established Health Plan(s) (such plans herein collectively referred to as the "Plan"), which may be modified or amended from time to time; and

**WHEREAS**, the Plan provides coverage for certain eligible individuals ("Members") and their eligible dependents, subject to payment of required contributions toward the cost of such coverage by those Members; and

**WHEREAS**, the Employer now wishes to retain the services of DBI for purposes of assisting it in billing such Members ("Member Billing Services") and DBI is willing to provide such services in return for certain fees and consideration;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

**Article 1 – Custom Billing Administrative Services**

- 1.1 DBI shall assist the Employer in the administration of the Custom Billing Services as provided in this Agreement. The specific Custom Billing Services that DBI shall assist with and that are covered by this Agreement are listed in Exhibit B. If a Plan is not covered by this Agreement as provided in Exhibit B, then DBI shall have no responsibilities or duties with respect to such services. DBI's duties shall be limited to those expressly provided in this Agreement or subsequently agreed to in writing by DBI and the Employer.
- 1.2 Upon receipt of complete information from Employer, send DBI's standard notification letter to new Members and spouses informing them of their rights under the Plan. "Member" is defined as any individual eligible to participate in and covered by the Employer's Plan, including medical, dental, vision, and any other benefit plan that qualifies for Plan coverage.
- 1.3 Provide DBI's standard HIPAA Certificate of Creditable Coverage to Members: 1) when there is a loss of coverage under the Plan; and 2) when requested by a Member at any time within 24 months of losing coverage.
- 1.4 Mail DBI's standard payment coupons and member portal login notice to Members.
- 1.5 Provide to Members the option to set up recurring automatic ACH for premium payments.
- 1.6 Provide to Members the option to pay premiums online. An additional online processing fee paid by the Member applies to each online payment made. The online processing fee is retained by DBI's third party vendor.
- 1.7 Collect, track, process and remit the insurance premiums paid by the Members in accordance with the terms and conditions of this Agreement, including without limitation Article 3.
- 1.8 Deposit insurance premiums in a Custodial Account for the benefit of Employer in the manner described in Article 3.
- 1.9 Coordinate with Employer and insurance carriers on any questions pertaining to a Member's eligibility and payment status.
- 1.10 Using DBI's standard communications, maintain communication with Members who participate in coverage concerning eligibility status, termination notice, benefit and rate changes.
- 1.11 Provide Employer real-time, online access to information related to the status of Member payment and coverage, and for notifying DBI when a Member is enrolled in Plan coverage.
- 1.12 Supply Employer with the initial login information for accessing the Employer web portal.
- 1.13 Supply Employer with the required file format for uploading Member demographic and benefit information to the Employer web portal.
- 1.14 Provide Member real-time, online access to information related to the status of their payments and coverage.
- 1.15 Provide a toll-free number during DBI normal business hours for questions concerning Custom Billing questions or payment issues. From time-to-time and in compliance with applicable federal and state laws, DBI may monitor and/or record calls which are made to and from the customer service line for quality assurance and training purposes, and/or to ensure that DBI's services fully comply with the terms of this Agreement.
- 1.16 Notify a Member when coverage terminates earlier than the end of the maximum period of coverage applicable to the Plan that entitled the individual to coverage. The notice will be provided as soon as administratively practicable after DBI determines that Plan coverage will be terminated early.

## Custom Billing Administrative Services Agreement

- 1.17 Send DBI's standard system generated open enrollment/rate change letter during open enrollment. If requested by Employer, DBI will provide participants with a link to additional plan and benefit description materials provided by Employer through the member web portal for member viewing and printing.

### Article 2 – The Employer

#### Employer agrees to provide and be responsible for the following in the Custom Billing administrative process:

- 2.1 Provide to DBI accurate Member counts on a monthly basis or as requested by DBI. "Member" is defined as any individual eligible to participate in and covered by the Employer's Plan, including medical, dental, vision, and any other benefit plan that qualifies for Plan coverage.
- 2.2 Provide to DBI complete demographic and benefit information for Members receiving Plan coverage under the Employer's Plan upon the inception of this Agreement, allowing DBI to take over the administration of individuals currently on coverage under the Employer's Plan.
- 2.3 Enter information or upload an electronic file via the Employer web portal containing complete demographic and benefit election information for newly covered Members, their spouses and dependents within seven days of obtaining coverage under the Plan.
- 2.4 Be solely responsible for advising DBI of the applicable premium rates to be charged for Plan coverage. Employer shall notify DBI in writing at least forty-five (45) days in advance of the applicable billing date of any changes in premium rates affecting Plan coverage and at least forty-five (45) days in advance of the applicable billing date of any changes in premiums applicable to Members during an open enrollment period.
- 2.5 Be solely responsible for reconciling the Employer's insurer or third party administrator billings with the online reports provided by DBI through the employer web portal. Many insurers restrict the ability to retroactively terminate coverage (even in cases of non-payment of premiums by the Member). DBI shall not be liable for paying any loss or damage (including premiums) to the Employer with respect to any retroactive termination of coverage due to Employer's failure to reconcile and/or Employer advancing payment of premium on behalf of any Member and not due to DBI's failure to perform in accordance with this Agreement.
- 2.6 Be solely responsible for differences in premium payments paid by Members when notification of rate changes is not communicated to DBI at least forty-five (45) days in advance, causing payments made by Members to be incorrect.
- 2.7 Be solely responsible for advising DBI of any changes in the benefits and options provided by the Plan.
- 2.8 Be responsible for complying with ERISA, the Internal Revenue Code, HIPAA and any other applicable federal, state and/or local laws with respect to the Plan, other than the Custom Billing responsibilities assumed by DBI under this Agreement.
- 2.9 Be solely responsible for the review and payment of all claims and appeals under the Plan and ERISA, including, without limitation, claims and appeals for benefits and claims and appeals for eligibility determinations under the Plan. DBI shall not be responsible to receive or review claims or appeals for benefits or eligibility under the Plan, and DBI shall not be liable for the payment or funding of any claims for benefits in connection with the Plan, including, without limitation, where sought as damages in an action against the Employer or the Plan, and any occurrences prior to the effective date of this Agreement, provided that such failure did not result from the services performed by DBI in accordance with this Agreement.
- 2.10 Provide the release of any information necessary for Custom Billing administration under this Agreement.
- 2.11 Be solely responsible for providing a PDF image of Custom Billing open enrollment communication. An additional handling fee of \$0.50 per page (duplex) plus postage will apply if mailed by DBI. If requested to send additional open enrollment materials, such as an SPD or other booklet, Employer will provide an electronic image of the additional materials to DBI. Additional postage and handling fees will apply for each packet mailed by DBI.
- 2.12 Be solely responsible for providing plan and benefit descriptions (examples include but are not limited to Summary of Benefits and Coverage (SBC), SPDs and/or benefit plan booklets) to members during open enrollment. DBI's standard process is to provide a link to these additional materials through the participant web portal for participant viewing and printing. If requested

by Employer, DBI may include the additional information with its standard open enrollment/rate change letter under the following terms and conditions: Employer provides DBI with an electronic PDF image of the additional open enrollment materials; a handling fee of \$1.00 per page (duplex) will apply for the additional materials; additional materials are limited to a total of 25 duplexed pages (including DBI's standard open enrollment/rate change letter).

## Custom Billing Administrative Services Agreement

### Article 3 – Custodial account

- 3.1 By signing this Agreement, Employer appoints DBI as custodian for the purposes and upon the terms and conditions set forth in this Agreement, and DBI accepts such appointment and agrees to act as custodian hereunder and to hold any employer funds received hereunder in accordance with the terms and conditions set forth in this Agreement.
- 3.2 DBI shall open and maintain a depository account (the “Custodial Account”) at State Bank & Trust (the “Bank”) and hold in such account all premiums received from Members, less any portion of the premium payment that constitutes administrative fees payable by the Member. Upon deposit, such premiums shall become “Employer Funds” (minus any applicable fees or other costs as set forth in this Agreement). For administrative convenience and to reduce costs, DBI shall hold Employer Funds of the Employer together with similar funds from other employers in the Custodial Account (or one or more Custodial Accounts). However, DBI will maintain records as to the exact amount of funds of each employer so that each employer has a legal right to the specific amount of funds held in the Custodial Account. To that end, at all times, the assets comprising each employer’s funds in the Custodial Account shall be considered a separate subaccount for purposes of this Agreement. Depending upon the context, the term, “Custodial Account,” shall refer to either the separate subaccount for the Employer or all of the subaccounts for all employers in the aggregate.
- 3.3 Employer and DBI intend and agree that Employer Funds are and shall remain the general assets of Employer, are not the general assets of DBI and are not plan assets within the meaning of ERISA. Except to the extent that outstanding checks have been written against the account on behalf of Employer, Employer Funds may be withdrawn by the Employer at any time, and are subject to Employer’s creditors in the same manner as funds contributed to Employer’s ordinary checking accounts.
- 3.4 DBI shall forward health insurance premiums from the Custodial Account to Employer, or Employer’s designee as directed by Employer and in accordance with this Agreement and Employer’s group health plan. DBI shall neither have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of Employer Funds.
- 3.5 Employer acknowledges and understands that DBI may receive earnings or interest from time to time on the funds held in the Custodial Account and that any such earnings or interest received by DBI on Employer Funds shall be part of DBI’s compensation. DBI acknowledges and understands that compensation otherwise charged by DBI for services under the Agreement would be higher if it did not retain such earnings or interest on these funds. The period during which interest may be earned begins on the date Employer Funds are deposited into the Custodial Account and ends when checks are presented for payment or, in the case of electronic funds transfers, when the transfer is completed. Funds shall be disbursed on a first-in-first-out basis.
- 3.6 Upon Employer’s request, DBI shall provide Employer with information relating to all assets and transactions involving the Custodial Account, including description of all receipts, disbursements and other transactions. Bank charges may apply for providing copies of checks, statements or other certified documents.
- 3.7 DBI may resign from its duties as a custodian pursuant to this Article 3 at any time by giving written notice to Employer no less than thirty (30) days prior to the effective date of such resignation; provided, in any event, that such resignation shall not be effective until a successor custodian has been appointed or the assets in the Custodial Account have been returned to Employer.

### Article 4 – Confidentiality

Neither DBI nor Employer (each a “Party”) shall disclose Confidential Information of the other Party. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party, (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party, (c) was known to the receiving Party at the time of disclosure, (d) was generated independently by the receiving Party, or (e) is required to be disclosed by law, subpoena or other process. DBI may transfer Employer’s Confidential Information to a governmental agency or other third party to the extent necessary for DBI to perform its obligations under this Agreement or if Employer has given DBI written authorization to do so. For purposes of this paragraph, “Confidential Information” shall mean any information identified by either Party as “Confidential” and/or “Proprietary”, or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party’s business, employees, service methods, software, documentation, financial information, prices and product plans. DBI reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing services under this Agreement.

### Article 5 – Term of the Agreement

- 5.1 The term of this Agreement shall commence as of the Effective Date and shall continue for the longer of (a) a period of twelve months or (b) the time period for which the administrative fees are guaranteed as listed in Exhibit A (the “Initial Term”). This Agreement shall automatically renew for twelve months at the end of the Initial Term and every 12 months thereafter, unless terminated in writing by either Party within sixty (60) days prior to the end of the Initial Term or prior to the end of any subsequent 12-month term. Notwithstanding the foregoing, DBI reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes. DBI reserves the right

## Custom Billing Administrative Services Agreement

to increase fees due to the provision of additional services to the Employer by DBI that were not included in or contemplated by this Agreement on the Effective Date.

- 5.2** Employer shall pay all charges that have accrued up to the date of the termination within thirty (30) days after the date of the termination.
- 5.3** This Agreement may be terminated by either party without cause and without liability, by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in the written notice, which shall not be less than sixty (60) days from the date of such notice.
- 5.4** Upon termination of this Agreement, any funds in the Custodial Account that have not been disbursed to the Employer in accordance with the terms and conditions of this Agreement shall be returned to Employer.
- 5.5** The Agreement shall automatically terminate:
- (a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation; or
  - (b) If any monthly administrative fee remains unpaid to DBI beyond thirty (30) days past the due date, upon the date enumerated in a written notification by DBI to the Employer that DBI intends to exercise its option to enforce this provision.

If either Party is in default under any provision of this Agreement, the other Party may give written notice to the other Party of such default. If the defaulting Party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other Party shall have the right by further written notice (the "Termination Notice") to terminate the Agreement as of any future date designated in the Termination Notice.

- 5.6** When this Agreement is terminated under Sections 5.1, 5.3 or 5.5, DBI will immediately cease the performance of any further services under this Agreement unless both Parties agree that DBI shall continue performing services during any post-termination "run-out" period. If the Employer engages DBI to administer a post-termination "run-out period," DBI will invoice and collect fees based on the fee schedule in place during the regular contract period. Upon receipt of the "run-out fee," DBI will continue the processing of qualifying events, initial notices, the collection and tracking of continuant premiums, forwarding premiums to the Employer and processing and reporting of Custom Billing elections and terminations.

### Article 6 – Cost of Administration

#### 6.1 Plan Administrative Services Fees

Employer shall pay DBI a fee for its services under this Agreement. This fee shall be payable in accordance with the fee schedule attached as Exhibit A. Monthly fees will be invoiced monthly and are due within thirty days after the date of the invoice.

#### 6.2 Past Due Fees

Notwithstanding anything in this Agreement or any other agreement between the Parties to the contrary, if the Employer fails to pay DBI within the required time period any amount that is due as a result of any product or service provided by DBI to the Employer under this Agreement or any other agreement between the Parties, including, without limitation, services provided with respect to flexible spending arrangements, health reimbursement arrangements, qualified transport programs or health savings accounts, DBI shall be permitted to deduct the past due amount from any funds provided by the Employer pursuant to this Agreement or any other agreement between the Parties which are held by DBI without prior notice and without prior approval of the Employer. This right of offset shall be in addition to any other remedies that DBI may have at law or equity or in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past-due amount is paid in full as a result of the offset rights provided herein.

### Article 7 – Miscellaneous Provisions

#### 7.1 Limitations. DBI shall –

- (a) Have no duty with respect to the payment or funding of premiums by Employer or Members who elect Plan coverage;
- (b) Not be liable for paying any premiums of a Member to an insurer or third party administrator of the Plan to the extent that DBI did not receive the corresponding payment from the Member or third party;
- (c) Not be liable for any failure of Employer to remit to the insurers or third party administrators of the Plan any funds the Employer receives from DBI;

## Custom Billing Administrative Services Agreement

- (d) Not be liable for any failure of Employer to reconcile its carrier or third party administrator billings to online reports provided by DBI through the employer web portal.
- (e) Not be liable for any failure of Employer to modify its carrier or third party administrator billing and notify insurers of a Member's termination from coverage when DBI remits premiums paid by continuants to Employer.
- (f) Not be responsible for failure of delivery of any notice mailed by DBI using the Member information provided to DBI by Employer; and
- (g) Not be responsible for any loss or damage suffered by any Member, the Employer or the Plan, should DBI fail to give a required notice because DBI did not receive notice of an event for which a notice was required or the proper address to which the notice was to be sent.

### 7.2 Audit Rights

Employer may inspect any Member compliance transactions, procedures, records and participant files relating to Employer's Members (and their spouses and dependents), at DBI's office and at a time reasonably acceptable to DBI, upon providing 10 business days advance written notice to DBI.

### 7.3 Relationship of the Parties

Employer and DBI acknowledge and agree that DBI is retained under this Agreement as an independent contractor of the Employer to assist the Employer with its obligations to comply with the coverage provisions of its Custom Billing program, and that DBI is not a fiduciary under ERISA and lacks any discretion hereunder. The parties hereto further acknowledge that DBI is an independent contractor and not a joint venturer with or partner, agent or employee of Employer.

### 7.4 Reliance by DBI

Employer has authorized and instructed DBI in this Agreement to implement its standard administrative forms and procedures to provide services in accordance with this Agreement. DBI shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. Employer and DBI agree that if Employer provides DBI with specific written instructions (in a form acceptable to DBI) to provide services in a manner other than in accordance with DBI standard forms and procedures, DBI may (but need not) comply with Employer's written instructions, provided that, to the extent that DBI complies with such instructions, Employer and not DBI shall be solely responsible for DBI's actions so taken, and Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, which results from or in connection with DBI following Employer's written instructions.

### 7.5 Responsibility of the Parties and Indemnification

Except as expressly provided to the contrary herein, neither DBI nor Employer shall be responsible for any damages to the other under the terms of the Agreement or arising out of their respective responsibilities hereunder, unless such damages directly result from: (i) the failure of one of the Parties to fulfill any of its duties under this Agreement, or (ii) the dishonest, fraudulent, or criminal acts of a Party, its employees, directors, or officers, acting alone or in collusion with others;

Notwithstanding anything in this Section to the contrary, neither Party shall be entitled to indemnification under this Section in circumstances where the damages sought hereunder result from: (i) the indemnifying Party (the "Indemnitor") following the written instruction of the Party seeking indemnification (the "Indemnitee"); (ii) reasonable reliance by the Indemnitor on information furnished by the Indemnitee; (iii) the actions or inactions of the Indemnitor in circumstances where the Indemnitor requested, but did not receive, information or guidance from the Indemnitee, which information or guidance the Indemnitee is obligated to provide under the Agreement or which is within the sole control of the Indemnitee under the Plan; (iv) the improper, illegal, fraudulent or negligent actions of the Indemnitee; or (v) a matter in which the Indemnitee fails to notify the Indemnitor within fifteen days after the Indemnitee first becomes aware of the assessment or suit against it for which indemnification will be or is sought hereunder.

Employer agrees to hold DBI harmless (including reasonable attorney's fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, which results from the failure of Employer (its officers, employees, and any entity related to or performing services for or on behalf of Employer, including, without limitation, any insurance company providing services to or on behalf of the Plan) to comply with ERISA, HIPAA, or any other applicable federal, state or local law or the provisions of this Agreement, provided that such failure did not result from the services performed by DBI in accordance with this Agreement.

### 7.6 Member Data

DBI agrees to retain for seven years Member records under this Agreement, including without limitation records of all assets and transactions involving the Custodial Account. Upon termination of this Agreement, DBI will maintain Employer's records in an electronic format up to seven years. Following the Agreement's termination, DBI shall cooperate with Employer (or Employer's subsequent service provider) to affect an orderly transition of services covered by the Agreement.

## Custom Billing Administrative Services Agreement

### 7.7 Intellectual Property

All materials, including, without limitation, forms (including data collection forms provided by DBI), brochures, tip sheets, posters, and online content ("Materials") furnished by DBI to Employer are licensed (not sold). Employer is granted a personal, non-transferable and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any DBI trademarks for any other purpose. Employer agrees that (a) it will keep Materials confidential and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use and (b) its license to use Materials ends on the termination date of this Agreement. Upon termination, Employer agrees to destroy Materials or, if requested by DBI, return them to DBI.

### 7.8 Limitation of Remedies

In no event shall either Party be liable to the other for consequential, special, exemplary, punitive, indirect or incidental damages, including without limitation any damages resulting from loss of use or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the Party has been advised of the possibility of such damages. In addition, notwithstanding any other provision in this Agreement to the contrary, the maximum total liability of DBI to Employer shall be limited to direct money damages in an amount not to exceed the dollar amount that is available to cover such liability under the insurance policy or policies provided for in Section 7.16. This remedy is Employer's sole and exclusive remedy. No action under this Agreement may be brought more than two years after the cause of action has accrued.

### 7.9 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties. This Agreement may be signed in one or more counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument.

### 7.10 Governing Law

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties except as otherwise provided, shall be determined in accordance with the laws of the state of North Dakota.

### 7.11 Severability

If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

### 7.12 Survival

Section 2.8, Article 4, Sections 5.3 and 5.6, Section 6.2 and Sections 7.1, 7.4, 7.5, 7.6, 7.7, 7.8 and 7.13 shall survive the termination of this Agreement.

### 7.13 Notice

DBI shall not be bound by any communication until it has been received at its office at 4321 20<sup>th</sup> Avenue SW, Fargo, ND 58103 or at such other address as it has specified to the Employer. The Employer shall not be bound by any communication until it has been received at the address shown below or such other address as it has specified by Employer to DBI.

### 7.14 Disputes

The parties shall cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer its obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and DBI shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other Party a written response. The notice(s) and the response(s) shall each include (i) a statement of each Party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing Party's notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one Party to the other will be honored.

## Custom Billing Administrative Services Agreement

### 7.15 Force Majeure

Neither DBI nor Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in the performance of any of their respective obligations under this Agreement to the extent that such failure or delay results from any act of God; military operation; terrorist attack; widespread and prolonged loss of use of the Internet; national emergency, government restrictions or disruption of the financial markets.

### 7.16 Insurance

During the term of this Agreement, DBI shall maintain general and professional liability insurance with policy limits of not less than \$1,000,000 per occurrence and in the aggregate for the purpose of providing coverage for claims arising out of the performance of its services under this Agreement. Upon request, DBI shall provide Employer with a certificate or certificates of insurance reflecting such insurance coverages.

### Authorization

This Agreement, including any attachments or other exhibits, is accepted and agreed to by the Parties as of the date specified below.

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Signed for Employer by

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Signed for DBI by:

Suzanne Rehr, Chief Compliance Officer/EVP

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Title

4321 20<sup>th</sup> Avenue SW, Fargo, ND 58103

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**Employer Address (for 7.13 Notice Purposes)**

## Custom Billing Administrative Services Agreement

### Exhibit A Custom Billing Fee Schedule

<b>Custom Billing Administrative Fees</b>	
<b>Monthly Administrative Fee</b>	\$4.50 per Custom Billing Participant
<b>Eligibility and Payment Tracking</b>	Included
<b>Remittance Processing</b>	Included
<b>Termination Tracking and Notification</b>	Included
Additional Open Enrollment Materials	A handling fee of \$1.00 per page (duplex) will apply for additional materials (additional materials are limited to 25 duplexed pages that include DBI's standard open enrollment/rate change letter).
<p><b>Discovery does not charge implementation, set-up or renewal fees. Fees are listed net of commissions.</b></p> <p>Monthly administrative fees are guaranteed for two years. Discovery reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes.</p>	



## Custom Billing Administrative Services Agreement

### Exhibit B Plan Definitions and Services Offered

1.1	<b>Type of Custom Billing covered under this Agreement</b>	<b>Effective Date (if different from date of Agreement)</b>							
	<input type="checkbox"/> Retiree	<b>Retiree</b>							
	<input type="checkbox"/> FMLA	<b>FMLA</b>							
	<input type="checkbox"/> Leave of Absence (non FMLA)	<b>Leave of Absence (non FMLA)</b>							
	<input type="checkbox"/> Premium Pay	<b>Premium Pay</b>							
<p><b>Definitions:</b></p> <p><b>Retiree:</b> Employer provided health plan for retirees and family members where the retiree is responsible to pay a portion or the entire premium to continue and participate in the retiree health insurance program. This plan is offered in addition to COBRA as an option for retirees or is offered once COBRA coverage ends.</p> <p><b>FMLA:</b> Billing services when an employee is on an approved FMLA leave and paying their portion of the premiums on a "pay as you go" basis during the leave period. FMLA billing services does not include the initiation of FMLA leave paperwork, consultation on FMLA rules and regulations.</p> <p><b>Leave of Absence (non-FMLA):</b> Billing services when an employee is on an approved non-FMLA leave of absence and paying their portion of the premiums on a "pay as you go" basis during the leave period.</p> <p><b>Premium Pay:</b> Billing services when an employee is responsible to pay some or the entire premium for an insurance product or voluntary benefit directly to the carrier.</p>									
1.2	<p><b>Are the member billing insurance rates identical to the COBRA rates administered by Discovery Benefits?</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No. COBRA not administered by Discovery Benefits</p> <p><input type="checkbox"/> No. Other (please explain)</p>								
1.3	<p><b>Length of grace period members are given to make their monthly payments.</b></p> <p><input type="checkbox"/> 15 days</p> <p><input type="checkbox"/> 30 days</p> <p><input type="checkbox"/> Other (please state in days)</p>								
1.4	<p><b>Eligibility updates on behalf of your members are sent:</b></p> <p><input type="checkbox"/> Directly to the carrier(s)</p> <p><input type="checkbox"/> Back the employer, please provide contact information to send updates:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>Employer contact name</b></td> <td></td> </tr> <tr> <td><b>Email Address</b></td> <td></td> </tr> <tr> <td><b>Phone number</b></td> <td></td> </tr> </table>			<b>Employer contact name</b>		<b>Email Address</b>		<b>Phone number</b>	
<b>Employer contact name</b>									
<b>Email Address</b>									
<b>Phone number</b>									
1.5	<p><b>Length of time members are allowed to remain on the Custom Billing cycle:</b></p> <p><input type="checkbox"/> 6 months</p> <p><input type="checkbox"/> 1 year</p> <p><input type="checkbox"/> 2 years</p> <p><input type="checkbox"/> Indefinitely as long as they continue to make timely monthly payments</p> <p><input type="checkbox"/> Other, please explain:</p>								
1.6	<p><b>The Plans covered by this Agreement include the following (please check all that apply):</b></p>	<p><input type="checkbox"/> Major Medical</p> <p><input type="checkbox"/> Group Dental</p> <p><input type="checkbox"/> Group Vision</p> <p><input type="checkbox"/> Rx Plans</p> <p><input type="checkbox"/> Other (please define)</p>							

## COBRA Administrative Services Agreement

This COBRA Administrative Services Agreement ("Agreement") is entered into by and between **Santee School District** ("Employer") and Discovery Benefits, Inc. ("DBI") as of **September 1<sup>st</sup>, 2014** ("Effective Date").

### Recitals

Employer desires to retain DBI as an independent contractor to administer certain elements of its COBRA obligations, and DBI desires to assist the Employer in the administration of such COBRA obligations;

Employer and DBI agree that DBI shall assist in the administration of Employer's COBRA obligations on the terms and conditions set forth within this Agreement, including, without limitation, that:

- Employer has established one or more health plans that include medical, dental, vision, employee assistance plan, health flexible spending arrangement and/or health reimbursement arrangement benefits ("Plan" or "Employer Plan") for its employees,
- The Employer is the administrator of the Plan, and
- DBI acts as an independent contractor of the Employer;

Employer remains responsible for maintaining the Plan, including the establishment of eligibility and paying all benefits owed or established under the Plan to its participants; and

DBI is to provide the agreed upon services without assuming any liability beyond the performance of its services as set forth herein. Now, therefore, in consideration of good and valuable consideration, the parties agree as follows:

### Article 1 – COBRA Administrative Services

#### DBI agrees to provide Employer with the following COBRA administrative services:

- 1.1 Except for those things that are the Employer's responsibility under this Agreement, DBI shall assume responsibility for proper interpretation, application, and administration of COBRA rules and regulations for the Employer Plan for COBRA administration under DBI's control.
- 1.2 Provide consultation to Employer in the interpretation and application of regulations concerning COBRA administration as they apply to the Employer's Plan.
- 1.3 If requested by Employer, mail DBI's standard initial rights notification letter to all active "Covered" employees and spouses at the initiation of this Agreement. "Covered" is defined as any individual covered by the Employer's Plan as set forth in Exhibit A and that qualifies for federal COBRA continuation coverage. The Employer must provide all information reasonably requested by DBI in order to complete this mailing.
- 1.4 Upon receipt of complete and timely information from Employer, send via accountable mail, within the applicable time frame required by COBRA or upon the effective date of coverage, whichever is later, DBI's standard initial rights notification letter to newly covered employees and spouses of the Employer Plan informing them of their rights under COBRA. If complete information is not timely received from the Employer, DBI will send the notice described in the preceding sentence as soon as administratively practicable after receiving the required information, but such notice may not be provided within the applicable time frame required by COBRA.
- 1.5 Upon receipt of complete and timely information from Employer, send via accountable mail within the applicable time frame required by COBRA, DBI's standard qualifying event eligibility and election notice to all eligible qualified beneficiaries under the Employer Plan. If complete information is not timely received from the Employer, DBI will send the notice described in the preceding sentence as soon as administratively practicable after receiving the required information, but such notice may not be provided within the applicable time frame required by COBRA.
- 1.6 Send DBI's standard HIPAA Certificate of Creditable Coverage to qualified beneficiaries: 1) when there is a qualifying event that causes a loss in coverage; 2) when COBRA coverage terminates; and 3) when requested by a qualified beneficiary at any time within twenty-four (24) months of losing coverage. DBI does not issue certificates to individuals losing coverage when there is no qualifying event.
- 1.7 Mail DBI's standard payment coupons and member portal login notice to qualified beneficiaries when COBRA is elected and the first COBRA premium payment has been received. As part of the administrative service fees that DBI charges under this Agreement, DBI shall have the right to retain the COBRA administrative fees that are billed to and paid by COBRA

Discovery Benefits, Inc.  
4321 20<sup>th</sup> Avenue SW  
Fargo, ND 58103

## COBRA Administrative Services Agreement

continuant. For purposes of this Agreement, the COBRA administrative fees retained by DBI shall include the 2% additional premium allowed by COBRA and charged to COBRA continuants.

- 1.8 Qualified Beneficiaries can pay COBRA premiums by check or automatic recurring ACH without any additional charges. DBI will also provide qualified beneficiaries an additional option to pay COBRA premiums online with either a credit card or a single occurrence ACH request. An additional online processing fee, charged by the online third party vendor and payable by the third party beneficiaries, applies for the credit card or single occurrence ACH payment method. The fee is collected by DBI and remitted to the third party vendor and there is no mark up by DBI with respect to the fee. DBI represents that its payment methods comply with COBRA.
- 1.9 Deposit insurance premiums in a Custodial Account for the benefit of Employer in the manner described in Article 3.
- 1.10 Collect, track, process and remit the COBRA premiums that are paid by the qualified beneficiaries to the Employer. A Remit to Carrier option may be available for employers requesting this option. A completed COBRA Authorization Agreement for Direct Payment form is required for employers requesting the Remit to Carrier option. Failure to provide the completed COBRA Authorization Agreement for Direct Payment form will result in DBI remitting premiums to the Employer.
- 1.11 Coordinate with Employer and insurance carriers on any questions pertaining to a qualified beneficiary's COBRA eligibility and payment status.
- 1.12 Using DBI's standard communications, maintain communication with the qualified beneficiaries who have elected COBRA coverage concerning eligibility status, Medicare eligibility, advance termination notice for the individual conversion, verification of termination, change of address, benefit and rate changes.
- 1.13 Provide real-time, online access to information related to the status of qualified beneficiaries and those who have elected COBRA coverage.
- 1.14 Provide the information required in the event of an IRS or other third party audit as follows: written compliance procedures DBI uses in the administration of COBRA, samples of forms and notices, records that pertain to a qualified beneficiary's actual qualifying event, and a description of how DBI administers COBRA coverage.
- 1.15 Supply Employer with the initial login information for accessing the Employer web portal for notifying DBI when an employee, spouse or dependent is added to coverage for the first time and notifying DBI when an employee, spouse or dependent has experienced a qualifying event and is eligible for COBRA continuation under the Employer's Plan(s).
- 1.16 Supply Employer with the required DBI file format for uploading employee demographic, benefit and qualifying event information to the Employer web portal.
- 1.17 Provide a toll-free number during DBI normal business hours for questions concerning COBRA compliance, regulations or payment issues. From time-to-time and in compliance with applicable federal and state laws, DBI may monitor and/or record calls which are made to and from the customer service line for quality assurance and training purposes, and/or to ensure that DBI's services fully comply with the terms of this Agreement.
- 1.18 Notify a qualified beneficiary if COBRA coverage terminates earlier than the end of the maximum period of coverage applicable to the qualifying event that entitled the individual to COBRA coverage. The notice will be provided as soon as administratively practicable after DBI determines that COBRA coverage will be terminated early.
- 1.19 Extend the maximum COBRA period in cases of disability and second qualifying events based on the rules of COBRA.
- 1.20 Send DBI's standard system generated open enrollment/rate change letter during open enrollment. If requested by Employer, DBI will provide participants with a link to additional plan and benefit description materials provided by Employer through the participant web portal for participant viewing and printing.

### Article 2 – The Employer

**Employer agrees to provide and be responsible for the following in the COBRA administrative process:**

- 2.1 Provide to DBI accurate "Covered" employee counts on a monthly basis or as requested by DBI. "Covered" is defined as any individual covered by the Employer's Plan as set forth in Exhibit A and that qualifies for federal COBRA continuation coverage.
- 2.2 Provide to DBI complete demographic and benefit information on qualified beneficiaries currently receiving COBRA coverage under the Employer Plan upon the inception of this Agreement, allowing DBI to take over the administration of individuals currently on COBRA.

## COBRA Administrative Services Agreement

- 2.3 Enter information or upload an electronic file via the Employer web portal containing complete demographic and benefit election information for newly covered employees, spouses and dependents within seven (7) days of obtaining coverage under the Employer Plan.
- 2.4 The Employer shall notify DBI of any initial qualifying event that occurs with respect to an employee, spouse or dependent. Employer shall also notify DBI of a second qualifying event should Employer be notified by an employee, spouse or dependent. Such notice shall be provided using the procedures specified by DBI within thirty (30) days of the qualifying event or the date coverage is lost on account of the qualifying event, whichever is later, unless the qualifying event is the employee's divorce or a dependent aging out of the Plan in which case the notice shall be provided within seven (7) days following the Employer's receipt of notice by an employee, spouse or dependent of such qualifying event. Unless directed otherwise by DBI, notice of a qualifying event shall be provided by entering the required qualifying event information directly into the Employer web portal or uploading an electronic file via the Employer web portal. The Employer shall be solely responsible for determining whether an employee, spouse or dependent has had an initial qualifying event under the Employer Plan and the date of the qualifying event.
- 2.5 Be solely responsible for its insurers and third party administrators (collectively "Carriers") to send a separate billing statement to DBI that includes only qualified beneficiaries electing COBRA coverage when the remit to Carrier option is selected and DBI is remitting premiums to Carrier. Employer agrees to provide a completed COBRA Authorization Agreement for Direct Payment form to DBI for remit to Carrier. Failure to provide the completed COBRA Authorization Agreement for Direct Payment form will result in DBI remitting premiums back to the Employer. Employer is at all times responsible to pay to DBI its portion of the premium, where applicable, prior to DBI remitting premiums to the Carrier.
- 2.6 Be solely responsible for reconciling the Carrier billings with the online reports provided by DBI through the Employer web portal. Many Carriers restrict the ability to retroactively terminate COBRA coverage (even in cases of non-payment of premiums by the qualified beneficiary). DBI shall not be liable for paying any loss or damage (including premiums) to the Employer with respect to any retroactive termination of COBRA coverage, provided that DBI has performed in accordance with this Agreement.
- 2.7 Be solely responsible for selecting a determination period, and establishing and advising DBI of the applicable premium rates to be charged for COBRA continuation coverage. Employer shall notify DBI in writing at least forty-five (45) days in advance of the applicable billing date of any changes in premium rates affecting participants electing COBRA coverage under the Employer Plan and at least forty-five (45) days in advance of the applicable billing date of any changes in premiums applicable to participants during an open enrollment period.
- 2.8 Be solely responsible for differences in premium payments paid by qualified beneficiaries when notification of rate changes is not communicated to DBI at least forty-five (45) days in advance, causing payments made by COBRA continuants to be incorrect for the new determination period.
- 2.9 Be solely responsible for advising DBI of any changes in the benefits and options provided by the Employer Plan.
- 2.10 Be solely responsible for complying with ERISA, the Internal Revenue Code, HIPAA and any other applicable federal, state and/or local laws with respect to the Employer Plan, other than the COBRA responsibilities assumed by DBI under this Agreement.
- 2.11 Be solely responsible for the review and payment of all claims under the Employer Plan and ERISA, including, without limitation, claims for benefits and claims for eligibility determinations under the Employer Plan. DBI shall not be responsible to receive or review claims for benefits under the Employer Plan, and DBI shall not be liable for the payment or funding of any claims for benefits in connection with the Employer Plan, including, without limitation, where sought as damages in an action against the Employer or the Employer Plan, and any occurrences prior to the effective date of this Agreement. Nothing in this Section 2.11 shall prevent either party from pursuing any rights that it may have under Section 7.5.
- 2.12 Be solely responsible for maintaining and providing the following information in the event of an IRS or any third party audit: written internal compliance procedures used for notifying DBI of a newly covered employee, spouse or dependent, a qualifying event, a report of terminations for each tax year, or when there are rate and benefit changes.
- 2.13 Provide the release of any information necessary for COBRA compliance and administration under this Agreement.
- 2.14 Be solely responsible for providing plan and benefit descriptions (examples include but are not limited to Summary of Benefits and Coverage (SBC), SPDs and/or benefit plan booklets) to qualified beneficiaries during open enrollment. DBI's standard process is to provide a link to these additional materials through the participant web portal for participant viewing and printing. If requested by Employer, DBI may include the additional information with its standard open enrollment/rate change letter under the following terms and conditions: Employer provides DBI with an electronic PDF image of the additional open enrollment materials; a handling fee of \$1.00 per page (duplex) will apply for the additional materials; additional materials are limited to a total of 25 duplexed pages (including DBI's standard open enrollment/rate change letter).

## COBRA Administrative Services Agreement

- 2.15 Employer acknowledges and agrees that the COBRA Administrative Services provided by DBI pursuant to this Agreement relate to enrollment and disenrollment in the Plan, and that these services, to the extent permitted under the Health Insurance Portability and Accountability Act, shall be deemed to be performed by DBI on behalf of the Employer, in its capacity as the sponsor of the Plan. Employer further acknowledges and agrees that DBI may use or disclose enrollment or disenrollment information that it receives from Employer with respect to a particular qualified beneficiary to provide additional services to the qualified beneficiary without cost to the Employer.

### Article 3 – Custodial account

- 3.1 By signing this Agreement, Employer appoints DBI as custodian of Employer funds for the purposes and upon the terms and conditions set forth in this Agreement, and DBI accepts such appointment and agrees to act as custodian hereunder and to hold any Employer funds received hereunder in accordance with the terms and conditions set forth in this Agreement.
- 3.2 DBI shall open and maintain one or more depository accounts (the “Custodial Account”) at Bell State Bank & Trust (the “Bank”), Fargo, ND and hold in such Custodial Account all premiums received from qualified beneficiaries, less any portion of the premium payment that constitutes administrative fees payable by the qualified beneficiary. Upon deposit, such premiums shall become “Employer Funds” (minus any applicable fees or other costs as set forth in this Agreement). For administrative convenience and to reduce costs, DBI shall hold Employer Funds of the Employer together with similar funds from other employers in a single Custodial Account (or one or more Custodial Accounts as determined by DBI). However, DBI shall maintain records as to the exact amount of funds allocated to each employer so that each employer has a legal right to the specific amount of its funds held in the Custodial Account. To that end, at all times, the assets comprising each employer’s funds in the Custodial Account shall be considered a separate subaccount for purposes of this Agreement. Depending upon the context, the term, “Custodial Account,” shall refer to either the separate subaccount for the Employer or all of the subaccounts for all employers in the aggregate.
- 3.3 Employer and DBI intend and agree that all Employer Funds transferred by the Employer to the Custodial Account shall be comprised of and shall remain the general assets of Employer. Except to the extent that outstanding checks have been written or withdrawals made against the Custodial Account balance on behalf of Employer, the Employer Funds may be withdrawn by the Employer at any time (minus any applicable fees or other costs as set forth in this Agreement) and are subject to Employer’s general creditors in the same manner as funds contributed to Employer’s ordinary checking accounts.
- 3.4 DBI shall forward health insurance premiums from the Custodial Account to insurance companies, Employer, or Employer’s designee as directed by Employer and in accordance with this Agreement and Employer’s group health plan. DBI shall neither have nor shall be deemed to have any discretion, control, or authority with respect to the disposition of Employer Funds.
- 3.5 Employer acknowledges and understands that DBI may receive interest from time to time on the funds held in the Custodial Account and that any such interest received by DBI shall be part of DBI’s compensation. Employer acknowledges and understands that compensation otherwise charged by DBI for services under the Agreement would be higher if it did not retain such interest on these funds. The period during which interest may be earned begins on the date(s) the funds are transferred to the Custodial Account and ends when this Agreement terminates. Funds shall be disbursed on a first-in-first-out basis.
- 3.6 Upon Employer’s written request, DBI shall provide Employer with an accounting of all assets, transfers and transactions involving the Custodial Account, including description of all receipts, disbursements and other transactions. Bank charges may apply for providing copies of checks, statements or other certified documentation.
- 3.7 DBI may resign from its duties as custodian pursuant to this Article 3 at any time by giving written notice to Employer no less than sixty (60) days prior to the effective date of such resignation; provided, in any event, that such resignation shall not be effective until a successor custodian has been appointed or the assets in the Custodial Account have been returned to Employer.

### Article 4 – Confidentiality

Neither DBI nor Employer (each a “Party”) shall disclose Confidential Information of the other Party. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party, (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party, (c) was known to the receiving Party at the time of disclosure, (d) was generated independently by the receiving Party, or (e) is required to be disclosed by law, subpoena or other process. DBI may transfer Employer’s or the Plan’s Confidential Information to a governmental agency or other third party to the extent necessary for DBI to perform its obligations under this Agreement or if Employer has given DBI written authorization to do so. For purposes of this paragraph, “Confidential Information” shall mean any information identified by either Party as “Confidential” and/or “Proprietary”, or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party’s business, employees, service methods, software, documentation, financial information, prices and product plans. DBI reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing services under this Agreement.

## COBRA Administrative Services Agreement

DBI represents and warrants that it has implemented and maintains a written and comprehensive information security program, and complies with all applicable laws and regulations, including without limitation state privacy and data security laws and regulations, such as the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00).

### Article 5 – Term of the Agreement

- 5.1 The term of this Agreement shall commence as of the Effective Date and shall continue for the longer of (a) a period of twelve months or (b) the time period for which the administrative fees are guaranteed as listed in Exhibit B (the “Initial Term”). This Agreement shall automatically renew for another twelve (12) months at the end of the Initial Term and every twelve (12) months thereafter, unless terminated in writing by either Party within sixty (60) days prior to the end of the Initial Term or prior to the end of any subsequent twelve (12) month term. Notwithstanding the foregoing, DBI reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes affecting COBRA. DBI reserves the right to increase fees due to the provision of additional services to the Employer by DBI that were not included in or contemplated by this Agreement on the Effective Date.
- 5.2 Employer shall pay all charges that have accrued up to the date of the termination within thirty (30) days after the date of the termination.
- 5.3 This Agreement may be terminated by either party without cause and without liability, by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in the written notice, which shall not be less than sixty (60) days from the date of such notice.
- 5.4 Upon termination of this Agreement, any funds in the Custodial Account that have not been disbursed to the insurance companies in accordance with the terms and conditions of this Agreement shall be returned to Employer (minus any applicable fees or other costs as set forth in this Agreement).
- 5.5 The Agreement shall automatically terminate:
- (a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation; or
  - (b) If any administrative fee for any service provided by DBI to Employer remains unpaid to DBI beyond thirty (30) days past the due date, upon notification by DBI to the Employer in writing that DBI intends to exercise its option to enforce this provision.

If either Party is in default under any provision of this Agreement, the other Party may give written notice to the other Party of such default. If the defaulting Party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other Party shall have the right by further written notice (the “Termination Notice”) to terminate the Agreement as of any future date designated in the Termination Notice.

- 5.6 When this Agreement is terminated under Sections 5.1, 5.3 or 5.5, DBI will immediately cease the performance of any further services under this Agreement unless both Parties agree that DBI shall continue performing services during any post-termination “run-out” period. If the Employer engages DBI to administer a post-termination “run-out period,” DBI will invoice and collect fees based on the fee schedule in place during the regular contract period. Upon receipt of the “run-out fee,” DBI will continue the processing of qualifying events, initial notices, the collection and tracking of continuant premiums, forwarding premiums to the Employer and processing and reporting of COBRA elections and terminations with respect to those qualified beneficiaries who incurred a qualifying event prior to the date the Agreement was terminated.
- 5.7 Upon the completion of the later of the Agreement, or any agreed-upon “run-out period,” DBI will cease providing COBRA administration services, and the Employer shall be immediately responsible for all aspects of COBRA administration. DBI shall also return any Employer Funds in the Custodial Account. However, the return of such funds shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of applicable unpaid fees and other expenses under this Agreement or any other agreement between the parties. If necessary, DBI shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements or other amounts that are due and owing to DBI as of the date of termination pursuant to the terms of this Agreement or any other agreement between the parties.

### Article 6 – Cost of Administration

#### 6.1 Plan Administrative Services Fees

Employer shall pay DBI a fee for its services under this Agreement. This fee shall be payable in accordance with the fee schedule attached as Exhibit B. Monthly fees will be invoiced monthly and are due within thirty (30) days after the date of the invoice.

## COBRA Administrative Services Agreement

### 6.2 Compliance with Anti-Rebating Laws

Employer represents and warrants that, if someone other than Employer is paying DBI's fees on behalf of the Employer, such payment shall not violate any applicable anti-rebating laws. Furthermore, Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) from any and all losses which may result from a breach of this provision.

### 6.3 Past Due Amounts

Notwithstanding anything in this Agreement or any other agreement between the Parties to the contrary, if the Employer fails to pay DBI within the required time period any undisputed amount that is due as a result of any product or service provided by DBI to the Employer under this Agreement or any other agreement between the Parties, including, without limitation, services provided with respect to flexible spending arrangements, health reimbursement arrangements, qualified transportation programs, individual premium reimbursement accounts or health savings accounts, DBI shall be permitted to deduct the undisputed past due amount from any funds held by DBI that were provided by the Employer pursuant to this Agreement or any other agreement between the parties without prior notice and without prior approval of the Employer. This right of offset shall be in addition to any other remedies that DBI may have in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past due amount is paid in full as a result of the offset rights provided herein.

## Article 7 – Miscellaneous Provisions

### 7.1 Limitations. DBI shall –

- (a) Have no duty with respect to the funding of premiums by Employer or qualified beneficiaries who elect COBRA;
- (b) Not be liable for paying any premiums of a qualified beneficiary to a Carrier or the Employer to the extent that DBI did not receive the corresponding payment from the qualified beneficiary, Employer or third party;
- (c) Not be liable for any failure of Employer to remit to the Carriers of the Employer Plan any funds the Employer receives from DBI;
- (d) Not be liable for any failure of Employer to reconcile its Carrier billings to online reports provided by DBI through the Employer web portal;
- (e) Not be liable for any failure of Employer to modify its Carrier billing and notify Carriers of a COBRA continuant's termination from COBRA coverage when DBI remits premiums paid by continuants to Employer;
- (f) Not be responsible for failure of delivery of any notice mailed by DBI using the qualified beneficiary information provided to DBI by Employer; and
- (g) Not be responsible for any loss or damage suffered by any participant, continuant, the Employer or the Employer Plan, should DBI fail to give a required notice because DBI did not receive notice of an event for which a notice was required or the proper address to which the notice was to be sent.

### 7.2 Audit Rights

Employer may inspect any COBRA compliance transactions, procedures, records and participant files relating to Employer's employees (and their spouses and dependents), at DBI's office and at a time reasonably acceptable to DBI, upon providing 10 business days advance written notice to DBI.

### 7.3 Relationship of the Parties

Employer and DBI acknowledge and agree that DBI is retained under this Agreement as an independent contractor of the Employer to assist the Employer with its obligations to comply with the continuation coverage provisions of COBRA, and that DBI is not a fiduciary under ERISA and lacks any discretion hereunder. Employer agrees that use of or offset of amounts in the Custodial Account to pay for fees or other amounts due to DBI under this Agreement or any other agreement between the parties shall constitute an Employer action that is authorized by the Employer under this Agreement. Employer agrees that such actions are not discretionary acts of DBI and do not create fiduciary status for DBI. The parties hereto further acknowledge that DBI is an independent contractor and not a joint venturer with or partner, agent or employee of Employer.

### 7.4 Reliance by DBI

Employer has authorized and instructed DBI in this Agreement to implement its standard administrative forms and procedures to provide services in accordance with this Agreement. DBI shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. Employer and DBI agree that if Employer provides DBI with specific written instructions (in a form acceptable to DBI) to provide services in a manner other than in accordance with DBI standard forms and procedures, DBI may (but need

## COBRA Administrative Services Agreement

not) comply with Employer's written instructions, provided that, to the extent that DBI complies with such instructions, Employer and not DBI shall be solely responsible for DBI's actions so taken, and Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, which results from or in connection with DBI following Employer's written instructions.

### 7.5 Responsibility of the Parties and Indemnification

- a) Subject to the limitations in Section 7.8, DBI will be liable to and will defend, indemnify and hold harmless Employer, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all Charges, liability, damages, costs, losses and expenses, including attorneys fees, disbursements and court costs, reasonably incurred by Employer in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by DBI's willful misconduct, criminal conduct, material breach of the Agreement, or violation of the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.
- b) Except as provided in (a) above, Employer will be liable to and will defend, indemnify and hold harmless DBI, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all Charges, liability, damages, costs, losses and expenses, including attorneys fees, disbursements and court costs, reasonably incurred by DBI in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by Employer's willful misconduct, criminal conduct, material breach of the Agreement, or violation of any applicable law including the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.
- c) For purposes of this indemnification provision, "Charges" means (i) excise taxes imposed under Code Section 4980B, subject to the provisions of the aggregate limitations set forth in Code Section 4980B and the right of the assessed party to challenge the Internal Revenue Service with respect to all or part of the imposition of such excise taxes; and/or (ii) penalties (in an amount up to \$110 per day) that are imposed by a court under Section 502(c)(1) of ERISA and that are paid. A "Charge" shall not include the payment of the claims for benefits under the terms of the Employer Plan.
- d) Notwithstanding anything in this Section to the contrary, neither Party shall be entitled to indemnification under this Section in circumstances where the Charge(s) sought hereunder result from: (i) the indemnifying Party (the "Indemnitor") following the written instruction of the Party seeking indemnification (the "Indemnitee"); (ii) reasonable reliance by the Indemnitor on information furnished by the Indemnitee; or (iii) the actions or inactions of the Indemnitor in circumstances where the Indemnitor requested, but did not receive, information or guidance from the Indemnitee, which information or guidance the Indemnitee is obligated to provide under the Agreement or which is within the sole control of the Indemnitee under the Employer Plan.
- e) The party seeking indemnification under (a) or (b) above must notify the indemnifying party within twenty (20) days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.
- f) In the event of a legal, administrative or other action arising out of the administration, processing or determination of a claim for Plan benefits which is filed or asserted against DBI ("Claim Litigation"), DBI may, at its election, select and retain its own counsel to protect its interest. DBI shall be responsible for payment of all legal fees and expenses reasonably incurred by it in defense of Claim Litigation unless the Claim Litigation is attributable to the Employer's actions or inactions in which case the Employer shall be responsible for payment of DBI's legal fees and expenses. DBI shall consult with the Employer before settling Claim Litigation, but DBI shall have the sole discretion to resolve Claim Litigation. DBI and the Employer shall cooperate fully with each other in the defense of Claim Litigation. In addition, nothing in this subsection (d) shall prevent DBI and/or the Employer from pursuing any rights that such party has under subsection (a) or (b) of this Agreement.

### 7.6 Employer Plan Data

DBI agrees to retain for seven (7) years Employer Plan records under this Agreement, including without limitation records of all assets and transactions involving the Custodial Account. Upon termination of this Agreement, DBI will maintain Employer's records in an electronic format up to seven (7) years. Following the Agreement's termination, DBI shall cooperate with Employer (or Employer's subsequent service provider) to affect an orderly transition of services covered by the Agreement.

### 7.7 Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by DBI), brochures, tip sheets, posters, and online content ("Materials") furnished by DBI to Employer are licensed (not sold). Employer is granted a



## COBRA Administrative Services Agreement

personal, non-transferable and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any DBI trademarks for any other purpose. Employer agrees that (a) it will keep Materials confidential and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use and (b) its license to use Materials ends on the termination date of this Agreement. Upon termination, Employer agrees to destroy Materials or, if requested by DBI, return them to DBI.

### 7.8 Limitation of Remedies

In no event shall either Party be liable to the other for consequential, special, exemplary, punitive, indirect or incidental damages, including without limitation any damages resulting from loss of use or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the Party has been advised of the possibility of such damages. In addition, notwithstanding any other provision in this Agreement to the contrary, the maximum total liability of DBI to Employer shall be limited to direct money damages in an amount not to exceed the dollar amount that is available to cover such liability under the insurance policy or policies provided for in Section 7.17. This remedy is Employer's sole and exclusive remedy. No action under this Agreement may be brought more than two years after the cause of action has accrued.

### 7.9 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties. This Agreement may be signed in one or more counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. This Agreement may not be assigned without prior written agreement of the other Party.

### 7.10 Governing Law

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties except as otherwise provided, shall be determined in accordance with the laws of the state of North Dakota.

### 7.11 COBRA

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the related regulations and interpretations by the Internal Revenue Service and Department of Labor. The terms, "qualifying event" and "qualified beneficiary" shall have the meanings given to them in COBRA.

### 7.12 Severability

If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

### 7.13 Survival

Sections 2.8 and 2.15, Article 4, Sections 5.3 and 5.6, Section 6.2 and Sections 7.1, 7.4, 7.5, 7.6, 7.7, 7.8 and 7.13 shall survive the termination of this Agreement.

### 7.14 Notice

DBI shall not be bound by any communication until it has been received at its office at 4321 20<sup>th</sup> Avenue SW, Fargo, ND 58103 or at such other address as it has specified to the Employer. The Employer shall not be bound by any communication until it has been received at the address shown below or such other address as it has specified by Employer to DBI.

### 7.15 Disputes

The parties shall cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer its obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and DBI shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other Party a written response. The notice(s) and the response(s) shall each include (i) a statement of each Party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing Party's notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one Party to the other will be honored.

## COBRA Administrative Services Agreement

### 7.16 Force Majeure

Neither DBI nor Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in the performance of any of their respective obligations under this Agreement (other than the Employer's obligation to provide funding for claims or pay service fees) to the extent that such failure or delay results from any act of God; military operation; terrorist attack; widespread and prolonged loss of use of the Internet; national emergency, government restrictions or disruption of the financial markets.

### 7.17 Insurance

During the term of this Agreement, DBI shall maintain general and professional liability insurance with policy limits of not less than \$1,000,000 per occurrence and in the aggregate for the purpose of providing coverage for claims arising out of the performance of its services under this Agreement. Upon request, DBI shall provide Employer with a certificate or certificates of insurance reflecting such insurance coverages.

### 7.18 Tax Obligations

If any tax, fee, assessment and/or penalty is assessed against or with respect to the Plan and/or the services provided by DBI pursuant to this Agreement, and DBI is required to pay that tax, fee, assessment and/or penalty, DBI shall report the payment to the Employer and the Employer shall promptly reimburse DBI for such amount except as provided in Section 7.5. The Employer is at all times responsible for the tax consequences in the establishment and operation of the Plan.

### 7.19 Miscellaneous.

Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

### Authorization

This Agreement, including any attachments or other exhibits, is accepted and agreed to by the Parties as of the effective date of this Agreement.

\_\_\_\_\_  
Signed for Employer by

\_\_\_\_\_  
Title

\_\_\_\_\_  
Employer Address (for 7.14 Notice Purposes)

\_\_\_\_\_  
Signed for DBI by:

Suzanne Rehr, Chief Compliance Officer/ EVP

4321 20<sup>th</sup> Avenue SW Fargo, ND 58103

# COBRA Administrative Services Agreement

## Exhibit A Covered Services

A.1 **Covered Plans.** The Plans covered by this Agreement include the following:

Plans	Plans Covered Under This Agreement
Major Medical	<input type="checkbox"/>
Group Dental	<input type="checkbox"/>
Group Vision	<input type="checkbox"/>
Health Flexible Spending Account (FSA)	<input type="checkbox"/>
Health Reimbursement Arrangement (HRA)	<input type="checkbox"/>
Rx Plans	<input type="checkbox"/>
Employee Assistance Program (EAP)	<input type="checkbox"/>
Other (please define) _____	<input type="checkbox"/>

## COBRA Administrative Services Agreement

### Exhibit B COBRA Fee Schedule

<b>COBRA Administrative Fees</b>	
<b>Monthly Administrative Fee</b> (2% administrative fee retained by Discovery)	\$0.85 per covered employee
<b>Initial Notification</b>	Included
<b>COBRA Notification and Election</b>	Included
<b>HIPAA Certificates</b> (Certificate of Coverage and HIPPA Portability Rights)	Included
<b>Election Tracking</b>	Included
<b>Premium Billing and Remittance</b>	Included
<b>Termination Tracking and Notification</b>	Included
<b>Postage and Printing</b> (Additional charges may apply for non-standard and/or expedited requests.)	Included for standard mailings and materials
<b>Additional Open Enrollment Materials</b>	A handling fee of \$1.00 per page (duplex) will apply for additional materials (additional materials are limited to 25 duplexed pages that include DBI's standard open enrollment/rate change letter).
<b>Minimum Monthly Fee</b> (Applies only if the monthly administrative fee times the number of covered lives is less than this amount.)	\$85.00
<p><b>Discovery does not charge implementation, set-up or renewal fees. Fees are listed net of commissions.</b></p> <p><b>Monthly administrative fees are guaranteed for two years. Discovery reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes.</b></p>	

## BUSINESS ASSOCIATE AGREEMENT

### GPID:

This Business Associate Agreement (the "Agreement") is made and entered into effective as of **September 1<sup>st</sup>, 2014**, by and between Discovery Benefits, Inc. and its subsidiaries and affiliate companies ("DBI") and **Santee School District Health Plan** (the "Plan"), which is sponsored by **Santee School District** (the "Sponsor").

### WITNESSETH:

WHEREAS, DBI shall provide certain administrative services, activities or functions in connection with the Plan (the "Services") pursuant to a Services Agreement between DBI and the Sponsor (the "Services Agreement"); and

WHEREAS, the parties desire to enter into this Agreement as set forth below for the purpose of addressing the "Standards for Privacy of Individually Identifiable Health Information," 45 CFR Part 160 and Part 164, Subparts A and E (the "Privacy Rule"); the "Standards for Electronic Transactions," 45 CFR Part 160, Subpart A, and Part 162, Subpart A and Subparts I through R (the "Electronic Transaction Rule"); the "Security Standards for the Protection of Electronic Protected Health Information," 45 CFR Part 160, Subpart A, and Part 164, Subparts A and C (the "Security Rule"); and the "Standards for Breach Notification for Unsecured Protected Health Information," 45 CFR Part 164, Subpart D (the "Breach Notification Rule"), as amended and clarified by the HIPAA Omnibus Rule or any regulations, rules or guidance that may be issued after the effective date of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plan and DBI agree as follows:

### Article I – Definitions

1.1 "Agent" shall have the meaning given to it in Section 2.5. As provided by HIPAA, an Agent and a Subcontractor are two separate types of arrangements.

1.2 "Breach" shall have the meaning given to it by 45 CFR § 164.402.

1.3 "Business Associate" shall have the meaning given to it by 45 CFR § 160.103.

1.4 "Designated Record Set" shall have the meaning given to it by 45 CFR § 164.501.

1.5 "Health Care Operations" shall have the same meaning given to it in 45 CFR § 164.501.

1.6 "HIPAA" shall mean, collectively, the Privacy Rule, the Electronic Transaction Rule, the Security Rule, and/or the Breach Notification Rule, each as amended and clarified by the HIPAA Omnibus Rule.

1.7 "HIPAA Omnibus Rule" shall mean the "Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," 78 Federal Register 5566 (January 25, 2013).

1.8 "Individual" shall mean the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.9 "Individual Rights Requests" shall mean Access Requests, Amendment Requests, Accounting Requests, and requests under Section 3.3.

1.10 "Payment" shall have the same meaning given to it in 45 CFR § 164.501.

1.11 "PHI" shall mean any information, whether oral or recorded in any form or medium, that – (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.12 "Plan" shall have the meaning provided as first written above. In all cases, the Plan shall mean the group health plan or plans of the Sponsor as set forth in 45 CFR § 160.103.

1.13 "Plan Administration Functions" shall have the same meaning given to it in 45 CFR § 164.504.

1.14 "Plan Administrator" shall mean the entity, individual, group or committee appointed by the Sponsor, or its successor or successors with the authority to administer the Plan.

1.15 "Privacy Official" shall mean the person designated by the Plan to serve as its privacy official within the meaning of 45 CFR § 164.530(a), and any person to whom the Privacy Official has delegated any of his or her duties or responsibilities.

1.16 "Protected Information" shall mean PHI received from the Plan or created, received, maintained or transmitted by DBI on behalf of the Plan.

1.17 "Required by Law" shall have the same meaning given to it in 45 CFR § 164.103.

1.18 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services.

1.19 "Services" shall mean the activities, functions and/or services that DBI from time to time renders to or on behalf of the Plan to the extent that those activities, functions and/or services are covered by HIPAA.

1.20 "Subcontractor" shall have the same meaning given to it in 45 CFR § 160.103.

1.21 "Unsecured PHI" shall mean Protected Information that is not secured through the use of a technology or methodology that renders such Protected Information unusable, unreadable or indecipherable to unauthorized individuals as specified in 45 CFR § 164.402.

## **Article II – Obligations and Activities of DBI**

2.1 Status of DBI. DBI acknowledges and agrees that it is a Business Associate of the Plan for purposes of the Privacy Rule.

2.2 Permitted Uses and Disclosures of Protected Information.

(a) Permitted Uses. DBI shall not use Protected Information other than as permitted by this Agreement. DBI may use Protected Information – (i) in connection with the performance, management and administration of the Services, (ii) for the proper business management and administration of DBI, (iii) to carry out DBI's legal responsibilities; (iv) to report violations of law consistent with 45 CFR § 164.502(j); (v) to the extent and for any purpose authorized by an Individual under 45 CFR §164.508; and (vi) for any purpose provided that no data is identifiable and has been de-identified pursuant to 45 CFR §164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012). Notwithstanding the foregoing sentence, DBI shall not use Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so used by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(b) Permitted Disclosures. DBI shall not disclose Protected Information other than as permitted by this Agreement. DBI may disclose Protected Information – (i) in connection with the performance, management and administration of the Services; (ii) to report violations of law consistent with 45 CFR § 164.502(j); (iii) to the extent and for any purpose authorized by an Individual under 45 CFR §164.508; and (iv) for any purpose provided that no data is identifiable and has been de-identified pursuant to 45 CFR §164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012). In addition, DBI may also disclose Protected Information to a third party for the proper business management and administration of DBI and to carry out DBI's legal responsibilities; provided, that the disclosure is Required by Law, or DBI obtains, prior to the disclosure – (1) reasonable assurances from the third party that the Protected Information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party, and (2) an agreement from the third party that the third party will notify DBI immediately of any instances in which it knows the confidentiality of the information has been breached. Further, DBI shall disclose, upon request, Protected Information to the Sponsor for Plan Administration Functions and to designated Sponsor employees (or designated Business Associates of the Plan) who are working for or on behalf of the Plan for purposes of Payment and Health Care Operations (including claims assistance activities) consistent with 45 CFR § 164.506(c)(1). Notwithstanding the foregoing, DBI shall not disclose Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so disclosed by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(c) Minimum Necessary. To the extent required by the Privacy Rule, DBI shall only request, use and/or disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use and/or disclosure. For this purpose, the determination of what constitutes the minimum necessary amount of Protected Information shall be determined in accordance with Section 164.502(b) of the Privacy Rule.

(d) Direct Application of Privacy Rules. DBI shall not use and/or disclose Protected Information or provide any Services that require the use and/or disclosure of Protected Information unless such use and/or disclosure directly complies with this Section 2.2 and Sections 164.502(a)(3) and 164.504(e) of the Privacy Rule.

(e) GINA Provisions. Notwithstanding subsections (a) through (c) above, DBI shall not use and/or disclose Protected Information that is genetic information for underwriting purposes, as set forth in 45 CFR § 164.502(a)(5).

2.3 Safeguards. DBI shall maintain and use appropriate and commercially reasonable safeguards to prevent use and/or disclosure of Protected Information other than as permitted or required in this Agreement.

2.4 Reports of Prohibited Disclosures. If DBI becomes aware of a disclosure of an Individual's Protected Information by DBI and the disclosure violated the provisions of this Agreement, DBI must inform the Privacy Official regarding the prohibited disclosure of the Individual's Protected Information. To the extent that a disclosure described in this Section 2.4 also constitutes a Breach of Unsecured PHI, the provisions of this Section 2.4 shall not apply, but rather the provisions of Section 2.8 shall apply.

2.5 Agents and Subcontractors. DBI shall require each of its representatives, agents, and entities (collectively, "Agents") to whom DBI provides Protected Information on behalf of the Plan to agree to observe the restrictions on use and disclosure of the Protected Information imposed upon DBI by this Agreement and the Privacy Rule. In addition, DBI shall enter into a Business Associate Agreement with each of its Subcontractors which meets the requirements of the Privacy Rule, including the requirements set forth in 45 CFR § 164.504(e).

2.6 Access by Secretary. DBI shall make available to the Secretary DBI's internal practices, books and records (including its policies and procedures) relating to DBI's use and disclosure of Protected Information for the purpose of enabling the Secretary to assess the Plan's and/or DBI's compliance with HIPAA. DBI shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by DBI, unless it is prohibited by applicable law from doing so.

2.7 Mitigation. DBI agrees to mitigate, to the extent practicable, any harmful effect that is known to DBI of a use or disclosure of Protected Information by DBI in violation of the requirements of this Agreement.

2.8 Notice of Breach of Unsecured PHI.

(a) DBI Requirements. Upon DBI's discovery of a Breach of Unsecured PHI by DBI, DBI shall

(1) Pursuant to the requirements set forth in subsection (b) below, provide written notice of the Breach, on behalf of the Plan, without unreasonable delay but no later than sixty (60) calendar days following the date the Breach is discovered or such later date as is authorized under 45 CFR § 164.412, to:

(i) each Individual whose Unsecured PHI has been, or is reasonably believed by DBI to have been, accessed, acquired, used or disclosed as a result of the Breach;

(ii) the media to the extent required under 45 CFR § 164.406; and

(iii) the Secretary to the extent required under 45 CFR § 164.408 (unless the Plan has elected to provide this notification and has informed DBI);

(2) Pursuant to the requirements set forth in subsection (c) below, provide written notice of the Breach to the Privacy Official, as soon as administratively practicable, but no later than three (3) business days after the Breach is discovered; and

(3) If the Breach involves less than 500 individuals, maintain a log or other documentation of the Breach which contains such information as would be required to be included if the log were maintained by the Plan pursuant to 45 CFR § 164.408, and provide such log to the Plan within five (5) business days of the Plan's written request.

(b) Notice Requirements. This subsection (b) provides the following special rules that shall each be applicable to the provisions of Section 2.8(a)(1) –

(1) The date that a Breach is discovered shall be determined by DBI, in its sole discretion, in accordance with the Breach Notification Rule.

(2) The content, form and delivery of each of the notices required by Section 2.8(a)(1) shall comply in all respects with the breach notification provisions applicable to the Plan, as set forth in the Breach Notification Rule.

(3) DBI shall send the notices described in Section 2.8(a)(1)(i) to each Individual using the address on file with DBI (or as may be otherwise provided by the Plan). If the notice to any Individual is returned as undeliverable, DBI shall make one additional attempt to deliver the notice to the Individual using such information as is reasonably available to it, or shall take other action required by the Breach Notification Rule.

(4) With respect to notices required under Section 2.8(a)(1)(i) and (ii), DBI and the Privacy Official shall cooperate in all respects regarding the drafting and the content of the notices. To that end, before sending any notice to any Individual or the media under Section 2.8(a)(1)(i) or (ii), DBI shall first provide a draft of the notice to the Privacy Official. The Privacy Official shall have five (5) business days (plus any reasonable extensions) to either approve DBI's draft of the notice or revise the language of the notice. Alternatively, the Privacy Official may elect to draft the notice for review by DBI. Once DBI and the Privacy Official agree on the final content of the notice, DBI shall send the notice to the Individuals and/or the media based on the requirements of the Breach Notification Rule.

(c) Privacy Official Notice. The notice to the Privacy Official pursuant to Section 2.8(a)(2) shall include the identity of each Individual whose Unsecured PHI was involved in the Breach and a brief description of the Breach. To the extent that DBI does not know the identities of all affected Individuals when it is required to notify the Privacy Official, DBI shall provide such information as soon as administratively practicable after such information becomes available. Upon the Plan's written request, DBI shall provide such additional information regarding the Breach as may be reasonably requested from time to time by the Plan.

(d) Services Agreement. DBI reserves the right to charge reasonable, cost based fees for sending the notices required by this Section 2.8 should a Breach be due to actions on the part of the Sponsor, the Plan or any other entity other than DBI, its Agents or Subcontractors.

### **Article III – Individual Rights Requirements**

#### **3.1 Designated Record Sets.**

(a) General. DBI agrees to maintain a Designated Record Set for the Plan in a manner and form that will allow the Plan to provide access and amendment rights to an Individual with respect to the Individual's Protected Information in conformance with 45 CFR §§ 164.524 and 164.526.

(b) Access Requests. Upon request from the Plan, DBI shall process and respond to a request by an Individual for access to an Individual's Protected Information that is maintained by DBI in a Designated Record Set pursuant to 45 CFR § 164.524 (an "Access Request"). DBI shall respond to such Access Request within the timeframes required by 45 CFR § 164.524 by furnishing such Protected Information to the Plan. If the Protected Information that is requested is maintained electronically and the Individual requests an electronic copy of such information, DBI will provide access to the information in an electronic format that complies with 45 CFR § 164.524(c)(2)(ii). Thereafter, the Plan will be responsible for sending such information to the Individual.

(c) Amendment Requests. Upon request from the Plan, DBI shall process a request by an Individual for amendments to an Individual's Protected Information that is maintained by DBI in a Designated Record Set pursuant to 45 CFR § 164.526 (an "Amendment Request"). DBI shall process such Amendment Request within the timeframes required by 45 CFR § 164.526.

(d) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to Access Requests and Amendment Requests. Notwithstanding the foregoing, DBI shall not be obligated to coordinate with the Privacy Official if an Individual files an Access Request or an Amendment Request with DBI and such request is directed solely to DBI.

#### **3.2 Accountings.**

(a) Documentation of Disclosures. DBI agrees to document and maintain a log of any and all disclosures from and after the date or dates required by 45 CFR § 164.528 made by DBI of Protected Information in a manner and form that will allow the Plan to provide to an Individual an accounting of disclosures or other applicable report of the Individual's Protected Information in compliance with and based on the requirements of 45 CFR § 164.528.

(b) Accounting Requests. Upon request from the Plan, DBI shall process and respond to a request by an Individual for an accounting of disclosures or other applicable report of an Individual's Protected Information pursuant to the requirements of 45 CFR § 164.528 (an "Accounting Request"). DBI shall respond to such Accounting Request within the timeframes required by 45 CFR § 164.528 by furnishing such accounting to the Plan. Thereafter, the Plan will be responsible for sending such information to the Individual.



(c) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to Accounting Requests. Notwithstanding the foregoing, DBI shall not be obligated to coordinate with the Privacy Official if an Individual files an Accounting Request with DBI and such request is directed solely to DBI.

### 3.3 Privacy Protection Requests.

(a) Restriction Requests on Uses and Disclosures. The Plan and DBI on behalf of the Plan shall not agree to a restriction on the use or disclosure of Protected Information pursuant to 45 CFR § 164.522(a) without first consulting with the other party. DBI is not obligated to implement any restriction, if such restriction would hinder Health Care Operations or the Services DBI provides to the Plan, unless such restriction would otherwise be required by 45 CFR § 164.522(a).

(b) Confidential Communication Requests. DBI shall implement any reasonable requests by Individuals relating to a request to receive communications of Protected Information by alternative means or at alternative locations to the extent required by 45 CFR § 164.522(b).

(c) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to requests under this Section 3.3.

## **Article IV – Electronic Transaction Rule**

4.1 Business Associate Requirements. DBI acknowledges that it is a Business Associate of the Plan for purposes of the Electronic Transaction Rule. DBI agrees that it shall comply with all Electronic Transaction Rule requirements that may be applicable to DBI with respect to the Services it provides to and on behalf of the Plan. DBI shall also require each of its Agents and Subcontractors to whom DBI provides Protected Information that is received from, or created or received by DBI on behalf of the Plan to comply with the applicable requirements of the Electronic Transaction Rule.

4.2 Sponsor Transmissions. Electronic transmissions between DBI and the Sponsor are not required to comply with the Electronic Transaction Rule. Accordingly, the Sponsor hereby represents and warrants that all electronic transmissions with respect to the Plan between the Sponsor (either directly or through its designated agent) and DBI, relating to – (i) enrollment and disenrollment information and (ii) premium payment information, as each are covered by the Electronic Transaction Rule, are sent or received by the Sponsor (either directly or through its designated agent) in the Sponsor’s capacity as an employer and are not sent or received by the Plan.

## **Article V – Obligations of Plan**

5.1 Privacy Notice. Upon request, the Plan will provide DBI with a copy of its notice of privacy practices pursuant to 45 CFR § 164.520.

5.2 Authorizations. The Plan will notify DBI of any changes in or revocations of Individual authorizations for use or disclosure of Protected Information to the extent that such changes or revocations may affect DBI’s use or disclosure of Protected Information.

5.3 Officials. The Plan will notify DBI of the current name and contact information of the Plan Administrator, the Privacy Official and any other person that has the authority to act on behalf of the Plan with respect to the provisions contained in this Agreement.

5.4 Plan Amendments. Sponsor represents that it has amended its Plan documents to include specific provisions to restrict the use or disclosure of PHI and to ensure adequate procedural safeguards and accounting mechanisms for such uses or disclosures, in accordance with the Privacy Rule.

5.5 Additional Certification. The Plan represents and warrants that: (a) it has amended its plan documents, in accordance with 45 CFR § 164.504(f), so as to allow the Plan to receive Protected Information; (b) it has received a certification from the Sponsor in accordance with 45 CFR § 164.504(f)(2)(ii), and will provide a copy of such certification to DBI upon request; (c) the plan document amendments permit the Plan to receive Protected Information (including detailed invoices, reports and statements from DBI); and (d) the Plan has determined, through its own policies and procedures and in compliance with 45 CFR § 164.502(b), that the Protected Information that it receives from DBI (including the detailed invoices, reports and statements) contains the minimum information necessary for the Plan to carry out its Payment and Health Care Operations activities.

## **Article VI – Amendment and Termination**

6.1 **Amendment.** No change, modification, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by the party against whom enforcement is sought. DBI agrees to take such action as is necessary to amend this Agreement from time to time as the Plan reasonably determines necessary to comply with HIPAA, or any other applicable law, rule or regulation.

6.2 **Term.** The Term of this Agreement shall be effective on the date first written above (except as otherwise noted herein) and shall terminate when all of the Protected Information received from the Plan, or created or received by DBI on behalf of the Plan, is destroyed in accordance with the Plan's authorization or is returned to the Plan (or its designated agents) pursuant to Section 6.4.

6.3 **Termination.** If one party to this Agreement (the "Non-Breaching Party") has knowledge of a material violation of this Agreement by the other party to this Agreement (the "Breaching Party"), as determined in good faith by the Non-Breaching Party, the Non-Breaching Party must promptly:

(a) Provide an opportunity for the Breaching Party to end and to cure the material violation within a reasonable time specified by the Non-Breaching Party, and if the Breaching Party does not end and cure the material violation within such time (including reasonable extensions that the Non-Breaching Party determines are necessary) to the satisfaction of the Non-Breaching Party, the Non-Breaching Party shall immediately terminate the Services rendered by DBI and any agreement or contract related thereto; or

(b) If a cure is not possible as determined by the Non-Breaching Party in its sole discretion, the Non-Breaching Party shall immediately terminate the Services rendered by DBI and any agreement or contract related thereto.

6.4 **Effect of Termination.** Upon termination pursuant to Section 6.3, the Plan within a reasonable time thereafter must inform DBI to either destroy or return to the Plan (or any agents designated by the Plan) the Protected Information that DBI and its Agents and Subcontractors maintain in any form, and DBI and its Agents and Subcontractors shall retain no copies of the Protected Information. However, in many situations DBI maintains one or more backup copies of Protected Information for auditing, data management and other related purposes and DBI has determined that destruction of all copies of Protected Information that it maintains is infeasible. Therefore, after termination of the Services and pursuant to 45 CFR § 164.504(e)(2)(ii)(J), this Agreement shall remain in effect and DBI shall continue to observe and shall ensure that its Agents and Subcontractors continue to observe its obligations under this Agreement to the extent copies of the Protected Information are retained by DBI and shall limit further uses and disclosures of Protected Information to the purposes that make its return or destruction infeasible and that are consistent with the Privacy Rule.

## **Article VII – Electronic Security Standards**

7.1 **Definitions.** When used in this Article, the following terms shall have the meanings set forth as follows:

(a) "Electronic Media" shall have the meaning given to it in 45 CFR § 160.103.

(b) "Electronic Protected Information" shall mean Protected Information received from the Plan or created, received, maintained or transmitted by DBI on behalf of the Plan that is transmitted by Electronic Media or maintained in Electronic Media.

(c) "Security Incident" shall have the meaning given to it in 45 CFR § 164.304.

7.2 **Requirements.** Pursuant to 45 CFR § 164.314(a)(2)(i), DBI shall:

(a) Comply with the applicable requirements of the Security Rule, including the requirement that DBI implement, maintain and document administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Information to the extent required by the Security Rule;

(b) Report (pursuant to the terms and conditions of Section 7.3) to the Privacy Official (or such other person designated for this purpose) any Security Incident of which DBI becomes aware and which occurred during the applicable reporting period;

(c) Require each of its Agents to whom DBI provides Electronic Protected Information to agree to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Information that is provided to the agent to the extent required by the Security Rule; and

(d) Enter into a contract or other arrangement with each of its Subcontractors that create, receive, maintain or transmit Electronic Protected Information on behalf of DBI pursuant to which the Subcontractor agrees to comply with the applicable requirements of the Security Rule.

7.3 Reporting Protocols. All reports required by Section 7.2(b) shall be provided pursuant to the terms and conditions specified in this Section.

(a) Attempted Security Incidents. Reporting for any Security Incident involving the attempted unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, an "Attempted Security Incident") shall be provided pursuant to the standard reporting protocols of DBI (as determined by DBI).

(b) Successful Security Incident. Reporting for any Security Incident involving the successful unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, a "Successful Security Incident") shall be provided to the Plan pursuant to the standard reporting protocols of DBI (as determined by DBI); provided, that (i) the reports shall at a minimum include the date of the incident, the parties involved (if known, including the names of Individuals affected), a description of the Successful Security Incident, a description of the Electronic Protected Information involved in the incident and any action taken to mitigate the impact of the Successful Security Incident and/or prevent its future recurrence and (ii) the reports shall satisfy the minimum requirements for Security Incident reporting that may be required from time to time by the Secretary. In addition, Successful Security Incidents shall be reported to the Plan as soon as administratively practicable after the occurrence of the incident taking into account the severity and nature of the incident. Notwithstanding the foregoing, the Plan may request details about one or more Successful Security Incidents, and DBI shall have 30 days thereafter to furnish the requested information.

(c) Breach of Unsecured PHI. To the extent that a Security Incident described in this Section 7.3 also constitutes a Breach of Unsecured PHI, the provisions of this Section 7.3 shall not apply, but rather the provisions of Section 2.8 shall apply.

7.4 Mitigation. DBI agrees to mitigate, to the extent practicable, any harmful effect that is known to DBI relating to any Security Incident.

7.5 Access by Secretary. DBI shall make available to the Secretary DBI's internal practices, books and records (including its policies and procedures) relating to the safeguards established by DBI with respect to Electronic Protected Information for the purpose of enabling the Secretary to assess DBI and/or the Plan's compliance with the Security Rule. DBI shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by DBI, unless DBI is prevented by applicable law from doing so.

## **Article VIII – General**

8.1 Other Agreements. The Plan and DBI acknowledge and affirm that this Agreement is in no way intended to address or cover all aspects of the relationship of the Plan and DBI and of the Services that are rendered by DBI to and on behalf of the Plan. Rather, this Agreement deals only with those matters that are specifically addressed herein. Further, this Agreement supersedes any prior business associate agreements entered into by DBI and the Plan (or any predecessor to the Plan), and shall apply to all Protected Information existing as of the effective date of this Agreement or created or received thereafter while this Agreement is in effect.

8.2 Indemnification. Any indemnification relating to violations of this Agreement by DBI or the Plan (or the Sponsor on behalf of the Plan) shall be addressed to the extent applicable by the Services Agreement of the parties.

8.3 Severability. The provisions of this Agreement shall be severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provisions (or remaining part thereof). If any part of any provision contained in this Agreement is determined by a court of competent jurisdiction, or by any administrative tribunal, to be invalid, illegal or incapable of being enforced, then the court or tribunal shall interpret such provisions in a manner so as to enforce them to the fullest extent of the law.

8.4 Interpretation. The provisions of this Agreement shall be interpreted in a manner intended to achieve compliance with HIPAA. Whenever the Agreement uses the term "including" followed by a specific item or items, or there is a passage having a similar effect, such passages of the Agreement shall be construed as if the phrase "without limitation" followed such term (or otherwise applied to such passage in a manner that avoids limitations on its breadth of application). Where the term "and/or" is used in this Agreement, the provision that includes the term shall have the meaning the provision would have if "and" replaced "and/or," but it shall also have the meaning the provision would have if "or" replaced "and/or." Any reference to a section or provision of HIPAA shall

include any amendment or clarification of such section or provision contained in the HIPAA Omnibus Rule and any regulation, rule or guidance issued by the Secretary following the effective date of this Agreement.

8.5 Counterparts. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

8.6 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. The Plan shall have the right to assign this Agreement to any successor or surviving health plan, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by any such assignee.

8.7 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

8.8 Applicable Law. The provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under HIPAA. To the extent that HIPAA is not applicable in a particular circumstance, the provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In the event that HIPAA and ERISA do not preempt state law in a particular circumstance, the laws of the State of North Dakota shall govern.

8.9 State Privacy and Security Laws.

(a) General. Pursuant to 45 CFR § 160.203, DBI and the Plan acknowledge that HIPAA only preempts state laws which are contrary to a HIPAA standard, requirement or implementation specification, provided that state laws which relate to the privacy of Protected Information and are more stringent than the Privacy Rule are not preempted. Accordingly, the parties acknowledge that certain State Privacy Laws affecting the privacy and/or security of personally identifiable information (e.g., name, address, age, and social security number) relating to a Plan participant or beneficiary ("Privacy Restricted Data") may apply to the Services provided by DBI to the extent such State Privacy Laws are not preempted by HIPAA. For purposes of this Section 8.9, "State Privacy Laws" shall mean any applicable state and local privacy laws governing the creation, collection, storage, maintenance, access, modification, transmission, use or disclosure of Privacy Restricted Data.

(b) State Privacy Laws. All Privacy Restricted Data created, collected, received or obtained by or on behalf of DBI in the course of performing its Services shall be created, collected, received, obtained, stored, maintained, accessed, modified, transmitted, used and disclosed in accordance with any and all applicable State Privacy Laws. DBI shall at all times perform the Services in accordance with the State Privacy Laws and as not to cause the Sponsor or the Plan to be in violation of the State Privacy Laws. DBI shall be fully responsible for any creation, collection, receipt, access, storage, maintenance, modification, transmission, use and disclosure of Privacy Restricted Data performed by or on behalf of DBI that is in violation of any State Privacy Laws. DBI shall remedy and mitigate the damages of any breach of privacy, security, integrity or confidentiality with respect to the unauthorized creation, collection, receipt, storage, maintenance, access, modification, transmission, use or disclosure (a "State Breach") of Privacy Restricted Data that is or may be in violation of any State Privacy Laws.

(c) Notification. DBI shall notify the Privacy Official (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(c)) of any State Breaches by or on behalf of DBI of Privacy Restricted Data that is or may be in violation of any State Privacy Laws. In addition, DBI shall also notify the affected Plan participants and beneficiaries (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(b)) of any State Breaches by or on behalf of DBI of Privacy Restricted Data that is in violation of any State Privacy Laws and any state or local governmental agencies, authorities or other entities, but only to the extent required by such State Privacy Laws.

(d) HIPAA Coordination. The parties acknowledge that in certain situations the provisions of both Section 2.8 and this Section 8.9 shall apply. If both Sections 2.8 and 8.9 apply in a given situation, DBI shall comply with both Sections 2.8 and 8.9 to the extent applicable.

8.10 Obligation of Plan and DBI. To the extent that DBI carries out the HIPAA obligations of the Plan (including the obligations set forth in Section 2.8 and Article III), DBI shall comply with the applicable requirements of HIPAA as they apply to the Plan in the performance of such obligations on behalf of the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officials on the date set forth above.

**Signed for by the Sponsor on behalf of and as a representative of the Plan:**

**Discovery Benefits, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Suzanne Rehr

Title: \_\_\_\_\_

Title: Chief Compliance Officer/EVP

Consent Item D.4.3.

Adoption of Resolution No. 1415-06 to Eliminate a Vacant Classified Non- Management Position

Prepared by Tim Larson  
September 2, 2014

**BACKGROUND:**

Administration has determined that a Food Service Worker I position located in the Central Kitchen and recently vacated through attrition will not be filled due to budget constraints. If funding for this position becomes available in the future and administration deems it necessary, the position will be posted and filled in accordance with Article 15 in the collective bargaining agreement between Santee School District and California School Employees Association.

**RECOMMENDATION:**

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

- Eliminate one (1) vacant 3.5 hour per day Food Service Worker I position effective September 3, 2014

**FISCAL IMPACT:**

By eliminating the vacant 3.5 hour per day Food Service Worker I position at the Central Kitchen, the fee-based program will see an annual savings of \$9,333.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.4.3.

**SANTEE SCHOOL DISTRICT  
Resolution No. 1415-06**

**ELIMINATE VACANT CLASSIFIED NON-MANAGEMENT POSITION**

**WHEREAS**, administration has determined that a Food Service Worker I position located in the Central Kitchen and recently vacated through attrition will not be filled due to budget constraints.; and

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

**NOW, THEREFORE, BE IT RESOLVED** that as of the 2<sup>nd</sup> day of September 2014, the Governing Board of Santee School District approved to eliminate the following vacant position:

- Eliminate one (1) vacant 3.5 hour per day Food Service Worker I position effective September 3, 2014

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

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 2<sup>nd</sup> day of September 2014, by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

Dated 9/2/14

\_\_\_\_\_  
Clerk, Board of Education

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.*



Discussion and/or Action Item E.1.1.  
Prepared by Tim Larson  
September 2, 2014

Granting Tenure to Eligible Certificated  
Employees

**BACKGROUND:**

Board approval is requested to grant tenure to the following eligible certificated employees. Each of these individuals has worked two (2) years as required by Education Code and have demonstrated quality instructional service as assessed by each principal responsible. Therefore, they are now eligible for tenure after their first day of work in the 2014-2015 school year.

<b><u>Name</u></b>	<b><u>Site</u></b>	<b><u>Name</u></b>	<b><u>Site</u></b>
Kelso, Bonnie	Cajon Park	Durand, Sarah	Pepper Drive
Lister, Amanda (Collier)	Cajon Park	Boerman, Julie	PRIDE Academy
Sithideth, Jennifer	Cajon Park	Fusi, Jera	PRIDE Academy
Stretton, Kirsten	Cajon Park	Gigliotti, Edward	PRIDE Academy
Butler, Elisabeth	Carlton Hills	Houfek, Megan	PRIDE Academy
Rowan, Heidi	Carlton Hills	Lovell-Wauschek, Denna	PRIDE Academy
Ehnis, Morgan	Chet F. Harritt	Fleischer, Laya	Rio Seco
Thompson, Carrie	Chet F. Harritt	Helms-Sullivan, Gina	Rio Seco
Treglio, Elizabeth	Chet F. Harritt	Mahoney, Jennifer	Rio Seco
Saksa, Daniel	Hill Creek	Mazzola, Kristen	Rio Seco
		Ginn, Candace	Sycamore Canyon

**RECOMMENDATION:**

It is recommended that the Board of Education grant tenure to the above listed eligible certificated employees, effective after the end of their first day of work in the 2014-2015 school year. Granting tenure will allow the District to maintain qualified employees and enhance student learning.

**FISCAL IMPACT:**

There is not an additional fiscal impact to the General Fund as a result of this item.

**STUDENT ACHIEVEMENT IMPACT:**

Students learn best when taught by qualified, competent teachers. In order for teachers to receive tenure in the Santee School District, they must work a minimum of two (2) years, meet District employment standards, and receive positive evaluations from administrators.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.1.1.

Consent Item E.1.2.  
Prepared by Tim Larson  
September 2, 2014

Approval to Conduct California Healthy Kids Survey to  
Evaluate Department of Defense Educational Activities  
Grant for Chet F. Harritt and PRIDE Academy

**BACKGROUND:**

Santee School District Department of Defense Education Activity (DODEA) Military Connected Local Educational Agencies for Family and Community Engagement. This grant provides \$135,000 per year for three (3) years to support military-connected school districts and ease the challenges facing military students at Chet F. Harritt and PRIDE Academy. The project is known as the Santee Empowerment Project (SEP) and is working to increase students' connection to school.

To measure school connection, Santee needs to have students in 6<sup>th</sup> - 8<sup>th</sup> grade complete the Student Connectedness questions and the Military Module of the California Healthy Kids Survey. This will take approximately 30 minutes and must be done in September and June this year and annually in 2015 and 2016. Parents will be informed and have an opportunity to remove their student from participating in the survey.

The expected outcomes of this project are:

- Decrease in discipline referrals
- Increase in parents participating in school programs
- Increase in students' feeling of connectedness to school
- Increase in parents' feeling of connectedness to school

West Ed will serve as the external evaluator for this project.

**RECOMMENDATION:**

It is recommended that the Board of Education allow a modified student connectedness survey and military module, with passive parent consent, from the California Healthy Kids Survey to be completed by 6<sup>th</sup> - 8<sup>th</sup> grade students at Chet F. Harritt and PRIDE Academy.

**FISCAL IMPACT:**

This grant provides funding to cover the cost of all evaluation materials.

**STUDENT ACHIEVEMENT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.1.2.

# Memorandum Of Understanding

2014-2015 School Year

District Name: Santee School District

This agreement outlines conditions to be met by the above named district and the California School Climate, Health, and Learning Survey System (CAL-SCHLS) Regional Center as they relate to the administration of the California Healthy Kids Survey (CHKS), the California School Climate Survey for staff (CSCS), and/or the California School Parent Survey (CSPS). *The answer sheets and online login codes will not be sent until a signed copy of this Memorandum of Understanding (MOU) is received.*

*District agrees to the following conditions:*

## Survey Administration (CHKS)

- **Grades and Schools.** Plan to survey grades 5 through 12 as appropriate within the district. Provide current student enrollment figures (or target sample if you are sampling) for all schools by grade level, and provide accurate staff counts by school.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and either active or passive parental consent with grade seven and above (model consent forms will be provided).
- Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of students.** Regardless of what survey administration method is selected, the conditions under which the survey is administered must preserve respondent privacy and the confidentiality of the responses. If administered to multiple people in large rooms, ensure that the set up prevents anyone from observing how the respondent is answering the question. This is particularly a concern for use of large-screen monitors in conducting the survey online.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer the Elementary survey to elementary students, and the Core Module A to secondary students.
- Use only the most recent, current version of the survey and the answer sheet provided by Cal-SCHLS.
- **Expectations to deliver reports within eight to twelve weeks are contingent on use of correct versions of the survey instrument and answer sheets. CAL-SCHLS is not responsible for transferring data from incorrect to correct answer sheets.**

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures. In BOTH cases, specific tasks MUST be completed to insure that the rights of parents and pupils are protected.
- **Current enrollment.** Provide student enrollment figures (or target sample if you are sampling) for all schools by grade level, and provide accurate staff counts by school.
- **Produce questionnaires.** Produce from the master copy the number of questionnaires needed.
- **Proctors.** Provide survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Have all surveyors (teachers or proctors) sign the Assurance of Confidentiality Agreement and read the Introductory Script to students. These are available in the *Guidebook* and on our website.
- **Deadline.** Answer sheets not received after June 15 will result in a longer processing and reporting time than the usual eight to 10 weeks.

#### **Data Submission and Report Preparation**

- Provide complete information on the transmittal envelopes or online survey participation forms.
- Complete and return the order form via email or hard copy.
- Submit completed answer sheets and materials to your Regional Center.

#### **Response Rates**

In order for the CHKS data to be representative of the students in your district, minimally meet standards A through C and either standard D or E as listed below.

- A) 100% of all district schools participated, or 100% of all selected schools participated in an approved sampling plan.
- B) An appropriate class subject or class period was identified and used.
- C) 100% of selected classrooms participated.
- D) The number of completed, usable answer forms or online submissions obtained per grade was 60% or more of the selected sample, or
- E) If active parental consent is used, 70% or more parents within each grade's selected sample returned signed permission forms, either consenting or not consenting to their child's participation.

If active consent is used and less than 60 percent of parents have not consented to their child's participation two days before the scheduled administration date, the survey should be postponed until either condition D or E can be met. *Note: If less than 25 students take the survey in a specific grade, the district may not be eligible for a report in that grade.*

### **School Climate Survey for Staff (CSCS)**

- Conduct the online California School Climate Survey for staff (CSCS) at each school and each grade participating in the district's CHKS. To facilitate planning and administration, this should be done around the same time the students are taking the CHKS.
- The survey is anonymous and steps should be taken at the district and schools to ensure anonymity.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety;
- Other school staff at the district's discretion may also complete it.
- Staff participation is voluntary. Staff who do not wish to participate shall not be required to do so.
- There are no additional fees for the basic administration of the CSCS if administered with the CHKS. Additional fees will be charged for custom work. Please see the current fee schedule on our website.

### **School Parent Survey (CSPS)**

- Optionally, conduct the California School Parent Survey (CSPS) at each school and each grade that is participating in the district's CHKS.
- To facilitate planning and administration, this should be done around the same time the students are taking the CHKS.
- The survey may be offered both on paper and online, but survey materials and set up must be coordinated with Cal-SCHLS staff in the Regional Center.
- There are additional fees for the basic administration of the CSPS. Please see the current fee schedule on our website.
- The CSPS is generally offered to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Only one survey should be completed for each child in a school. It can be filled out by parents together or just by one of them.
- If a parent has more than one child at a school site, the parent is instructed to complete one survey per child

### **Payment**

- See the attached fee schedule for surveying and reporting costs.
- Postage and handling will be added to the total amount charged.
- **Additional fees apply for custom administrations and modules, answer sheet rush orders, school reports, etc. The district is always responsible for these additional fees. Contact your Regional Center for these fees.**
- If invoiced, the district must provide a purchase order or check prior to receipt of report.

**The CAL-SCHLS Regional Center agrees to the following conditions:**

- Ongoing technical assistance including phone consultation on module selection, sampling, and parent consent strategies.
- Surveys:
  - ~ For the student survey: master copies of CHKS elementary, middle and high school surveys (all modules) obtained from the website,
  - ~ For the staff survey: access to the CSCS online system, and
  - ~ For the staff survey: Printed CSPS survey booklets as well as login and passwords for the online option.
- For online administrations one login/password per school for the CHKS as well as school-specific CSCS logins and passwords, and where applicable logins and passwords for the CSPS.
- *Cal-SCHLS Guidebook* is available on the website.
- Access to the CAL-SCHLS website — [chks.wested.org](http://chks.wested.org) and Listserv.
- For paper administrations answer sheets, transmittal envelopes, and where applicable paper copies of the CSPS.
- Scanning and online services.
- District-level reports.

### ***Public Access***

Under the Public Records Act, any outside agency (for example, the media) can request already-produced district or school reports from CDE. Raw data will be provided to public and research agencies by request for analyses only under conditions of strict confidentiality in compliance with state and federal regulations. Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSCS) to the Cal-SCHLS website the November of the year following survey administration.

### ***Confidentiality Agreement***

Districts agreeing to administer any of the Cal-SCHLS surveys (CHKS, CSCS, and CSPS), understand that data will be subject to the conditions stated above. Already-produced district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

***By signing this document the named district and Cal-SCHLS Regional Center staff signify that each party understands and will comply with the conditions stated above.***

LEA Representative:

Cal-SCHLS Regional Center Staff:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Tim Larson  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Contact (if different than above)

Tim.Larson@santeesd.net  
Contact Email

(619) 258-2308  
Contact Phone

Discussion and/or Action Item E.2.1. Approval of 2013-14 Unaudited Actuals Report  
 Prepared by Karl Christensen  
 September 2, 2014

**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, 2014 are summarized in the District’s 2013-14 Unaudited Actuals Report. This report includes all required State forms and schedules.

The District’s 2013-14 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 2014. Additionally, the Unaudited Actuals are subject to audit by the District’s independent auditor. The auditor’s opinion is due in December.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the 2013-14 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 2013-14 Unaudited Actuals are as follows:

Description	General Fund		
	Unrest	Rest	Ttl
<b>Total Income</b>	<b>40,777,092</b>	<b>7,651,673</b>	<b>48,428,765</b>
<b>Total Outgo</b>	<b>40,170,794</b>	<b>6,684,362</b>	<b>46,855,157</b>
<b>Change in Fund Balance</b>	<b>606,298</b>	<b>967,311</b>	<b>1,573,609</b>
Beginning Fund Balance	9,850,256	383,099	10,233,355
<b>Ending Fund Balance</b>	<b>10,456,554</b>	<b>1,350,410</b>	<b>11,806,964</b>
Committed Fund Balance	0	0	0
Non-Spendable Fund Balance	444,213		444,213
Restricted Fund Balance	0	1,350,410	1,350,410
Assigned Fund Balance	676,121		676,121
Unassigned - Economic Uncertainty	1,405,655	0	1,405,655
<b>Remaining Unassigned</b>	<b>7,930,566</b>	<b>0</b>	<b>7,930,566</b>

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.2.1.



Discussion and/or Action Item E.3.1.  
Prepared by Karl Christensen  
September 2, 2014

Consideration of Bidding the Pepper Drive  
School Admin/LRC Building Project and  
Obtaining a Joint Use State Grant

**BACKGROUND:**

In November 2006, the District launched the Capital Improvement Program (CIP), then estimated at \$130 million, to renovate classrooms and provide new and modernized facilities. To date, approximately \$120 million has been spent to provide needed improvements at all 9 school sites.

With sale of the Renzulli property pending, the District may be receiving \$5.3 million within the next 6 to 12 months. A portion or all of these funds could be used towards remaining CIP projects, depending on Board of Education direction.

Currently, the District has an approved funded State Grant allocation for a \$1.1 million joint use project at Pepper Drive School. This would provide approximately 50% of the cost for a new Admin/LRC building. However, this approval has a deadline of December 18, 2014 to award the construction contract for at least the State funded share of the project. If the deadline is not met, the grant will expire and the funds will be rescinded immediately.

With the convergence of the above factors, Administration recommends having a discussion regarding the Pepper Drive School Admin/LRC building to include consideration of the following questions:

- 1) Should the District initiate a bidding process for the Pepper Drive School Admin/LRC building to retain the possibility of awarding a contract for 50% of the project by December 18, 2014 in order to continue qualifying for the \$1.1 million joint Use State Grant?
- 2) If so, should the bidding and construction process commence under the existing Lease/Leaseback construction contract arrangement or through a traditional construction bid and award?

**RECOMMENDATION:**

It is recommended that the Board of Education authorize staff to conduct a traditional bidding process for the Pepper Drive School Admin/LRC Building project for possible award at the December 16, 2014 Board of Education meeting.

This recommendation supports the following District goals:

**Learning Environment**

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

**Fiscal Accountability**

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

**FISCAL IMPACT:**

The estimated construction cost of the building is \$2.2 million with the possibility of obtaining \$1.1 million in joint use State Grant funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.3.1.

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

**BACKGROUND:**

Revised Board Policy 6163.4, Student Use of Technology, is presented to the Board of Education in for a second reading and request for approval. The revisions address appropriate student use of District owned mobile devices as part of the 1:1 Program.

A draft of revised Administration Regulation 6163.4, which included the recommendation made by the Board at the August 19<sup>th</sup> meeting, is attached for Board review.

**RECOMMENDATION:**

Revised Board Policy 6163.4, Student Use of Technology is presented for a second reading and request for approval.

**FISCAL IMPACT:**

This is a policy item. There is no fiscal impact to this item.

**STUDENT ACHIEVEMENT:**

Effective governance has a positive impact on student achievement.

**STUDENT USE OF TECHNOLOGY**

The Governing Board intends that technological resources provided by the district be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Student Acceptable Use Policy.

Before a student is authorized to use the district's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Policy specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

Student use of district computers to access unauthorized social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.

**Use of District Owned Mobile Devices for Online Services/Internet Access (1:1 Program)**

The Governing Board supports and promotes educational excellence and classroom innovation through the use of district-owned mobile devices.

District owned mobile devices are accessible to students to perform school work both on and off campus. Mobile devices are provided for school-related work as a productivity tool, curriculum tool, and for research and communication. It is only for the use of the student to whom it is assigned.

District-owned mobile devices are the property of the Santee School District. These devices are not a replacement for any computers or other technology devices that students personally own and they are not for personal use.

The Superintendent or designee shall ensure all district-owned mobile devices on any network have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, contain pornography, or are harmful to minors and the operation of such measures are enforced at all times.

### **Use of Personal Electronic Devices for Online Services/Internet Access**

The Governing Board supports the use of Personal Electronic Devices to help create a sustainable, equitable instructional program and to advance student learning.

A **Personal Electronic Device (PED)** is any electronic device owned by the student or his/her family used in the school for educational purposes. These devices may take photographs; record audio or video data; store, transmit, receive or display voice, messages, data or images; or provide a connection to the Internet. PEDs include, but are not limited to: cellular telephones, including smartphones; digital audio players (iPods or MP3 players); laptop computers; tablet computers (iPads, eReaders, etc.); portable game players; and/or any new technology developed with similar capabilities.

The Superintendent or designee shall ensure that all devices on the district network have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, contain child pornography, or are harmful to minors and that the operation of such measures is enforced. BP 6163.4(b)

### **Use of District Computers for Online Services/Internet Access**

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

The Superintendent or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

*Legal Reference:*

EDUCATION CODE

51006 *Computer education and resources*  
51007 *Programs to strengthen technological skills*  
51870-51874 *Education technology*  
60044 *Prohibited instructional materials*

PENAL CODE

313 *Harmful matter*  
502 *Computer crimes, remedies*  
632 *Eavesdropping on or recording confidential communications*

UNITED STATES CODE, TITLE 20

6751-6777 *Enhancing Education Through Technology Act, Title II, Part D, especially:*  
6777 *Internet safety*

UNITED STATES CODE, TITLE 47

254 *Universal service discounts (E-rate)*  
CODE OF FEDERAL REGULATIONS, TITLE 16  
312.1-312.12 *Children's online privacy protection*  
CODE OF FEDERAL REGULATIONS, TITLE 47  
54.520 *Internet safety policy and technology protection measures, E-rate discounts*

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*K-12 Network Technology Planning Guide: Building the Future, 1995*

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

1223.94 *Acceptable Use of Electronic Information Resources*

*The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues*

WEB SITES

*California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>*  
*California Department of Education: <http://www.cde.ca.gov>*  
*Center for Safe and Responsible Internet Use: <http://csriu.org> and <http://cyberbully.org>*  
*Federal Communications Commission: <http://www.fcc.gov>*  
*Web Wise Kids: <http://www.webwisekids.org>*

**STUDENT USE OF TECHNOLOGY**

The principal or designee shall oversee the maintenance of each school's technological resources and may establish guidelines and limits on their use. All staff shall have access to this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

Teachers, administrators, and/or Instructional Media Technicians shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

**Online/Internet Services: User Obligations and Responsibilities**

Students are authorized to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Students shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors.

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other personally identifiable information.



**STUDENT USE OF TECHNOLOGY**

5. Students shall not use the system to encourage the use of drugs, alcohol, tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
6. Students shall not use the system to engage in commercial or other for-profit activities.
7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.
9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
11. Students shall report any security problem or misuse of the services to the teacher or principal.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Students shall be informed that any electronic files they create, store, send, receive or display on or over the district's network are not private and may be accessed by the district for the purpose of ensuring proper use.

**Use of District Owned Mobile Devices**

1. Students shall report any lost, stolen, or damaged district-owned mobile devices to their teacher or principal immediately: no later than the next school day. Devices lost or stolen while off campus must be reported to the local police/sheriff department within 24 hours.
2. Students must use district-owned mobile devices in an appropriate manner consistent with the student acceptable use policy both while on and off campus.

If a district-owned mobile device is found to have been used inappropriately, the district's jurisdiction to enforce student behavior and discipline policies and rules shall apply whether the misuse or violation is on or off campus.

3. Students intending to travel outside the United States with a district-owned mobile device must first obtain permission from the school site principal and the District Information Technology Director before the device is permitted to leave the country.

**STUDENT USE OF TECHNOLOGY**

If school officials have reasonable suspicion that this policy, other relevant district policies, regulations, rules, procedures, and laws are being or have been violated by the student's use of a **district-owned mobile device** or Personal Electronic Device (PED), and that the use of this device materially and substantially **disrupts** the school's atmosphere, the device may be searched in accordance with law, and/or the device may be turned over to law enforcement, when warranted.

Whenever a student is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

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. Code § 54956)
  
2. **Conference with Labor Negotiator** (Gov. Code § 54957.6)  
*Purpose: Negotiations*  
*Agency Negotiators: Tim Larson, Assistant Superintendent*  
*Karl Christensen, Assistant Superintendent*  
*Employee Organization: Santee Teachers Association (STA)*
  
3. **Conference with Labor Negotiator** (Gov. Code § 54957.6)  
*Purpose: Negotiations*  
*Agency Negotiators: Tim Larson, Assistant Superintendent*  
*Karl Christensen, Assistant Superintendent*  
*Employee Organization: Classified School Employees Association (CSEA)*
  
4. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)  
*Property Addresses:*
  - *Parcels 383-112-05 and 383-112-28 located on the north side of Prospect Avenue east of Marrokal Lane (known as the Renzulli Site)*
  - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)**Agency Negotiator: Karl Christensen, Assistant Superintendent*
  
5. **Public Employee Performance Evaluation** (Govt. Code § 54957)  
*Superintendent*

Item I. RECONVENE TO PUBLIC SESSION

Item J. ADJOURNMENT