



Santee School District

SCHOOLS:

- Cajon Park
- Carlton Hills
- Carlton Oaks
- Chet F. Harritt STEAM
- 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 5, 2017**

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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<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 · Kristin Baranski

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

Superintendent

- 1.1. **Approval of Minutes** 17
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 24
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** 26
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.3. **Approval of Consultants and General Service Providers** 27
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.4. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 29
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of July 2017.
- 2.5. **Adoption of Resolution No. 1718-06 to Certify 2016-17 Gann Limit Appropriations Recalculation and an Estimated Limit for 2017-18** 34
It is recommended that the Board of Education adopt Resolution No. 1718-06 for the recalculation of appropriation limit and funds subject to the Gann Limit for the fiscal year 2016-17 and an estimate for 2017-18.
- 2.6. **Acceptance of Funds from the City of Santee for Sycamore Canyon Field Improvements** 36
It is recommended that the Board of Education accept funds from the City of Santee for Sycamore Canyon Field Improvements.
- 2.7. **Authorization to Contract for Installation of Two Curb Cuts for New Crosswalk at Carlton Hills School** 37
It is recommended that the Board of Education authorize Administration to contract with Nuera Platinum Concrete, LLC for installation of a crosswalk.
- 2.8. **Authorization/Ratification to File Notice of Completion for Asphalt Repairs at Three School Sites** 40
It is recommended that the Board of Education authorize/ratify filing of Notice of Completion documents for the following bids:

 Bid 1718-010-PA – Asphalt Repairs at PRIDE Academy
 Bid 1718-011-CO – Asphalt Repairs at Carlton Oaks School
 Bid 1718-012-CP – Asphalt Repairs at Cajon Park School
- 2.9. **Authorization/Ratification to File Notice of Completion for Bid #1718-009-PA, Reroofing at Prospect Avenue Preschool** 41
It is recommended that the Board of Education authorize/ratify filing of Notice of Completion documents for Bid #1718-009-PA, Reroofing at Prospect Avenue Preschool.

- 2.10. Authorization/Ratification to File Notice of Completion for Bid #1718-077-008, Well Drilling at Carlton Oaks School** 42
It is recommended that the Board of Education authorize/ratify filing of Notice of Completion documents for Bid #1718-007-CP, Well Drilling at Carlton Oaks School.
- 2.11. Adoption of Categorical Exemption for Minor Addition/Replacement of Buildings at Pepper Drive, Rio Seco and Cajon Park Schools** 43
It is recommended that the Board of Education adopt Categorical Exemption for replacement of relocatable classrooms with Modular Classroom construction at Pepper Drive, Rio Seco and Cajon Park Schools.

Human Resource/Pupil Services

- 3.1. Personnel, Regular** 47
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 3.2 Adoption of Resolution No. 1718-07 to Reduce and/or Layoff Identified Classified Non-Management Positions** 49
It is recommended that the Board of Education approve Resolution No. 1718-07 to Reduce and/or Layoff Identified Classified Non-Management Positions.

E. DISCUSSION AND/OR ACTION ITEMS 51
Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.

Superintendent

- 1.1. Adoption of Resolution No. 1718-05 Declaring October 9-13, 2017 as Week of School Administrator** 52
It is recommended that the Board of Education adopt Resolution No. 1718-05 declaring the week of October 9-13, 2017 as Week of the School Administrator.
- 1.2. Approval of Appointment of Members to Board Advisory Committees** 54
It is recommended that the Board of Education approve the recommended appointments to Board Advisory Committees.

Business Services

- 2.1. Purchase Agreement and Escrow Instructions with LPC West, LLC for Purchase of the Former Santee School Site Property** 57
It is recommended that the Board of Education approve the Purchase Agreement and Escrow Instructions with LPC West, LLC for Purchase of the Former Santee School Site Property.
- 2.2. Authorization to Solicit Formal Bids for Installation of Modular Classrooms at Pepper Drive and Rio Seco Schools** 85
It is recommended that the Board of Education authorize staff to solicit formal bids for the installation of Modular Classrooms at Pepper Drive and Rio Seco Schools.
- 2.3. Approval of 2016-17 Unaudited Actuals Report** 87
It is recommended that the Board of Education approve the 2016-17 Unaudited Actuals with all required State forms.

F.	BOARD POLICIES AND BYLAWS	88
1.1.	<u>First Reading: Board Bylaw 9240, Board Development</u> This is a First Reading of revised BB 9240, Board Development. Action, if any, is at the discretion of the Board.	89
G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	92
H.	CLOSED SESSION	92
1.	<u>Consideration of Student Matters</u> (Ed. Code § 48918) Student #: 6-1617	
2.	<u>Conference with Legal Counsel - Anticipated Litigation</u> (Gov't. Code § 54956.9)	
3.	<u>Conference with Labor Negotiator</u> (Gov't. Code § 54956.8) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Employee Organization: Santee Teachers Association (STA)</i>	
4.	<u>Conference with Labor Negotiator</u> (Gov't. Code § 54956.8) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Employee Organization: Classified School Employees Association (CSEA)</i>	
5.	<u>Public Employee Performance Evaluation</u> (Gov't. Code § 54957) <i>Superintendent</i>	
I.	RECONVENE TO PUBLIC SESSION	92
J.	ADJOURNMENT	92

Please note: Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. The next regular meeting of the Board of Education is scheduled for September 19, 2017 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:

___ Levens-Craig

___ El-Hajj

___ Fox

___ Burns

___ Ryan

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

1. Call to Order and Welcome

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the September 5, 2017, regular meeting

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report
 - 1.2. Use of Facilities Report
 - 1.3. Enrollment Report
 - 1.4. Schedule of Upcoming Events
2. Spotlight: Santee Mobilehome Owners Action Committee, Inc.
3. Spotlight: 8th Annual School Beautification Day Appreciation
4. Spotlight: Business Services Office
5. Maintenance & Operations Update

Requests For Use Of Facilities - September 5, 2017

Group	Location	Date	Days	Time	Attend.	Fees Applied
<u>Cajon Park</u>						
ReInterpret (Teacher Resource)	Classroom	7/1/17 - 6/30/18	Mon - Sat	8:00 am - 9:00 pm		MOU
Santee School District Board of Education (Discipline Hearings)	Multi-Purpose	7/17/17	Monday	4:00 pm - 10:00 pm	20	
Santee School District Superintendent's Offc - Welcome Back Event Prep	Classroom	8/12/17	Saturday	12:00 pm - 3:00 pm		
<u>Carlton Hills</u>						
PTA (Legacy Quilters Guild) Monthly Meetings	Multi-Purpose	9/21/17 - 5/17/18	Thursday	6:00 pm - 9:00 pm	40	
<u>Carlton Oaks</u>						
Pickwick Players (Theatre Rehearsals)	Aud./Classroom	7/5/17 - 6/30/18	Mon - Thurs	6:00 pm - 9:00 pm	30	
Pickwick Players (Theatre Rehearsals)	Aud./Classroom	7/5/17 - 6/30/18	Saturday	9:00 am - 2:00 pm	30	
Pickwick Players (Theatre Rehearsals)	Aud./Classroom	7/28 & 7/29/17	Fri & Sat	overnight	30	
<u>Hill Creek</u>						
Santee School District Superintendent's Offc (Special Board Meeting)	Multi-Purpose	7/26/17	Wednesday	4:30 pm - 9:00 pm	60	
YALE Pre-School (Staff Meeting)	Multi-Purpose	8/16/17	Wednesday	4:00 pm - 7:45 pm	25	
YALE Pre-School (Parent Orientation)	Multi-Purpose	8/18/17	Friday	5:30 pm - 6:30 pm	50 - 75	
PTSA (Fall Carnival)	Field	10/21/17	Saturday	12:00 pm - 9:00 pm	300	TBD
<u>Pepper Drive</u>						
AYSO (Youth Soccer)	Field	8/1/17 - 7/31/18	Mon - Fri	4:00 pm - 7:30 pm	100/wk	\$1,545/yr.
AYSO (Youth Soccer)	Field	8/1/17 - 7/31/18	Saturday	7:30 am - 7:00 pm	100/wk	
<u>PRIDE Academy (Prospect Avenue)</u>						
PTA (Movie Night)	Lunch Area	6/9/17	Friday	6:30 pm - 9:30 pm	100	
<u>Rio Seco</u>						
Santee School District Superintendent's Office (Car Wash)	Multi-Purpose	8/3/17	Thursday	7:00 am - 4:30 pm	60	
PTSA (Pacific Hills Chess Academy - Chess Class)	Library	9/6/17 - 6/6/18	Wednesday	2:20 pm - 3:50pm	15 - 20	
PTSA (Fundraiser Assembly)	Multi-Purpose	9/8/17	Friday	11:30 am - 2:30 pm	varies	
PTSA (1-on-1 Basketball - After School Hoops)	Blacktop	9/25/17 - 11/6/17	Monday	2:50 pm - 3:50 pm	20	
PTSA (Red Ribbon Assembly BMX)	Blacktop	10/23/17	Monday	7:30 am - 11:30 am	varies	
Santee Santas (Application Days)	Multi-Purpose	11/4/17	Saturday	8:45 am - 1:00 pm	100	
Santee Santas (Application Days)	Multi-Purpose	11/16 & 11/28/17	Tues & Thurs	5:00 pm - 9:00 pm	100	

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

Santee School District
 ENROLLMENT REPORT
 9/1/2017
 Month 1 Week 2
 School Week 2

SCHOOL	REGULAR ED														SPECIAL ED										Total All								
	EAK 5yo	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	09/01/17	09/02/16	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	09/01/17	09/02/16	# Diff	% Diff	09/01/17	08/25/17	# Diff	
Cajon Park		13	82	114	99	93	109	114	106	91	110	931	934	-3	-0.3%	0	11	7	6	5	11	7	15	7		75	74	1	1.4%	1006	1010	-4	
Carlton Hills		24	65	79	70	71	63	47	48	64	66	597	570	27	4.7%	5	3	1	3	5	4	2	6	2		31	34	-3	-8.8%	628	628	0	
Carlton Oaks			74	83	81	70	66	98	75	131	94	783	773	10	1.3%	6	5	5	6	6	5	12	8	5		58	64	4	7.4%	841	839	2	
Chet F. Harritt		24	83	79	85	73	73	52	53	59	57	638	646	-8	-1.2%	0	0	0	0	0	0	0	0	0	0		0	0	0	0.0%	638	638	0
Hill Creek		25	92	84	89	77	83	78	63	74	67	732	733	-1	-0.1%	2	3	1	1	0	6	0	0	0		13	13	0	0.0%	745	746	-1	
Pepper Drive		20	93	120	105	87	139	111	99	109	90	973	964	9	0.9%	0	0	0	0	0	0	0	1	4	4		9	8	1	12.5%	982	977	5
Prospect Ave		20	72	83	63	61	63	72	51	46	57	568	571	-3	-0.5%	0	0	0	0	0	0	0	0	0		0	0	0	0.0%	568	568	0	
Rio Seco			89	109	99	110	107	120	111	88	98	931	948	-17	-1.8%	6	7	0	1	5	9	13	7	9		57	55	2	3.6%	988	987	1	
Sycamore Canyon		20	66	65	44	45	41	38	44	0	0	363	349	14	4.0%	0	0	0	0	0	0	0	0	0		0	0	0	0.0%	363	362	1	
SUBTOTAL	0	146	716	796	735	696	746	730	650	662	639	6516	6488	28	0.4%	0	25	29	14	17	21	35	35	40	27	243	238	5	2.1%	6759	6755	4	
Alternative School			0	2	4	2	0	2	3	5	6	24	29	-5	-17.2%																		
Santee Success										1		1	5	-4	-80.0%												0	0	0	#DIV/0!	1	2	-1
NPS												0	0					2	1	3	1	3		2		12	3	9	300.0%	12	12	0	
SUBTOTAL	0	2	4	2	0	2	3	6	6	25	34	-9	-26.5%	0	0	0	2	1	3	1	3	0	2	2	12	3	9	300.0%	37	38	-1		
TOTAL	0	146	716	796	739	698	746	732	653	668	645	6541	6522	19	0.3%	0	25	29	16	18	24	36	38	40	29	255	241	14	5.8%	6796	6793	3	

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
Carlton Hills	0	0	628
Chet F Harritt	0	0	638
Hill Creek	0	0	745
Prospect Ave	0	0	568
Sycamore Canyon	48	0	411
Total PK/EAK	48	0	

Total Enrollment Including PK
6844

Schedule of Upcoming Events

Date	Event
September 4 (Monday)	Labor Day Holiday – No School/District Offices Closed
September 5	Board Meeting; 7:00 p.m.
Saturday, September 16	Salute to Teachers - 8:00 p.m. at Balboa Theatre
September 19	Board Meeting; 7:00 p.m.
September 22	DELAC; 9:00 a.m., ERC
October 2	Communication Committee; 3:30 p.m., ERC
October 3	Board Meeting; 7:00 p.m.
October 9	Character Education Committee; 4:00 p.m., District Library
October 12	District Advisory Committee (DAC); 6:00 p.m., ERC
October 16	Special Education Advisory Committee; 6:00 p.m., ERC
October 17	Board Meeting; 7:00 p.m.
October 19	Budget Advisory Committee; 6:00 p.m., Charles E. Skidmore Administrative Center, Conference Room
October 20	DELAC; 9:00 a.m., ERC
October 23	Wellness Committee; 3:30 p.m., District Library
November 7	Board Meeting; 7:00 p.m.
November 9	District Advisory Committee (DAC); 6:00 p.m., ERC
November 10 (Friday)	Veterans' Day Holiday - Schools and District Offices Closed
November 13 – 17	Parent/Teacher Conference Week - Schools on Modified Days
November 20 – 24	Schools Closed for Thanksgiving Holiday
November 21	Board Meeting; 7:00 p.m.
November 30 – December 3	California School Boards Association Annual Education Conference
December 4	Communication Committee; 3:30 p.m., ERC
December 5	Organizational Board Meeting for 2018; 7:00 p.m.
December 19	Board Meeting; 7:00 p.m.
December 21	Budget Advisory Committee; 6:00 p.m., Charles E. Skidmore Administrative Center, Conference Room
December 22 - January 5	Winter Break

Reports and Presentations B.2.
Prepared by Kristin Baranski
September 5, 2017

Spotlight: Santee Mobilehome Owners
Action Committee, Inc.

BACKGROUND:

The members and volunteers of Santee Mobilehome Owners Action Committee, Inc., coordinated a volunteer effort to provide donated backpack and school supplies. The school supply donation drive was held July 7th through August 7, 2017.

On August 20, the Santee Mobilehome Owners Action Committee, Inc., and 30 of its members and volunteers, held a special event at the Santee Library where they provided over 700 backpacks and school supplies to students of all ages.

Tonight, the Board of Education and Administration would like to formally recognize the members and volunteers of the Santee Mobilehome Owners Action Committee, Inc., and express appreciation for their contributions to the Santee community.

Motion: _____ Second: _____ Vote: _____

Agenda Item B.2.

Reports and Presentations B.3. Spotlight: 8th Annual School Beautification Day
Prepared by Karl Christensen Appreciation
September 5, 2017

BACKGROUND:

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

The event for this year occurred on Saturday, August 12, 2017. Pathways Community Church again coordinated completion of numerous projects at all nine of the District's schools and expanded participation to include Riverview Church. The volunteers were highly organized in completing numerous projects to make schools ready for opening.

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

FISCAL IMPACT:

Estimated value of labor, materials, tools, and supplies provided at no cost = \$40,000.

Agenda B.3.

Reports and Presentation Item B.4.
Prepared by Karl Christensen
September 5, 2017

Spotlight: Business Services Office

BACKGROUND:

The Business Services Office, consisting of 10 staff members, provides valuable budgetary, accounting, and fiscal services to schools and departments. Tonight, Administration will highlight the work of the Business Services Office including significant accomplishments and current goals and objectives.

Agenda Item B.4.

Reports and Presentations Item B.5. Maintenance & Operations Department Update
Prepared by Karl Christensen
September 5, 2017

BACKGROUND:

The Maintenance & Operations department consists of 15 employees providing repair, general maintenance, custodial, warehousing, and grounds maintenance service for nine schools and the district office compound. Under the direction of Christina Becker, the department is divided into functional areas as follows:

- 1 Maintenance Lead oversees and coordinates various maintenance and grounds functions and projects
- 6 Maintenance Craftworkers provide plumbing, electrical, HVAC, welding, mechanical, plumbing, painting, and fencing services
- 4 Groundworkers mow lawns, trim bushes, pull weeds, spread mulch, plant foliage, and irrigate landscaping
- 2 Warehouse staff members sort, organize, store, and deliver mail, supplies, and equipment to schools and departments
- 1 department secretary provides administrative and clerical support

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

Agenda Item B.5.

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.

Consent Item D.1.1.
Prepared by Kristin Baranski
September 5, 2017

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- August 15, 2017, regular meeting minutes
- August 19, 2017, special meeting minutes

RECOMMENDATION:

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

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

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

August 15, 2017
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Levens-Craig called the meeting to order at 7:00 p.m.

Members present:

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

Administration present:

Kristin Baranski, 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, Executive Assistant and Recording Secretary

2. District Mission

President Levens-Craig invited the audience to recite the District Mission.

3. Pledge of Allegiance

President Levens-Craig invited Matt Marsman, Systems Analyst, to lead the members, staff, and audience in the Pledge of Allegiance.

4. Approval of Agenda

Member Burns moved approval.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

- 1.1. Developer Fees and Collection Report
- 1.2. Schedule of Upcoming Events

C. PUBLIC COMMUNICATION

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

Captain Hank Turner, with the San Diego County Sheriff's Department – Santee Sheriff Station/Lakeside Substation, mentioned he was present to introduce himself to the Board and Executive Council. He mentioned he is a long-time resident in East County; attending Prospect School and graduating from Santana High School. Captain Turner mentioned he had already met and had worked with the Superintendent on some issues. Member Burns welcomed Captain Turner and shared he has known the Captain for years and they attended Santana High School together.

D. CONSENT ITEMS

President Levens-Craig invited comments from the public on any item listed under Consent.

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Expenditure Warrants
- 2.3. Approval/Ratification of Purchase Orders
- 2.4. Approval of Consultants and General Service Providers
- 2.5. Acceptance of Donations
- 2.6. Authorization to Submit Application for 2017-18 Mandated Cost Block Grant
- 2.7. Approval/Ratification of Change Orders for Bid #1617-064-003, HVAC, Lighting and Ceiling Replacement at the District Administration Office Building, and Authorization/Ratification to File Notice of Completion
- 2.8. Approval/Ratification of Change Orders for Eight Shade Structures at Five School Sites Project and Authorization/Ratification to File Notice of Completion
- 2.9. Authorization/Ratification to File Notice of Completion for Bid #1718-007-CP, Reroofing at Cajon Park
- 2.10. Authorization to Execute Project Addendum #2 to Memorandum of Understanding for Undertaking Collective Action
- 2.11. Approval of Agreement with Vavrinek, Trine, Day & Co. LLP for Services Related to the Final Calculation of Arbitrage Earnings for the Series A General Obligation Bonds
- 3.1. Personnel, Regular

Member Ryan moved approval.

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

E. DISCUSSION AND/OR ACTION ITEMS

Superintendent

1.1. Appointment of Personnel: Vice Principal

Superintendent Baranski shared one of her goals is to make sure the District recruits, hires and retains, exceptional employees for the students and parents; and mentioned finding an exceptional candidate for Pepper Drive School. Superintendent Baranski shared she was recommending the appointment of Summer Locke as Vice Principal at Pepper Drive School effective August 16, 2017. She mentioned Ms. Locke had served as Vice Principal in Lemon Grove and had substantial knowledge and expertise in school administration. Ms. Locke expressed her excitement and gratitude for being selected to be part of Santee School District. Member Burns welcomed Ms. Locke and shared always having a positive experience when working with her at another district. He moved approval.

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

Business Services

2.1. Opening of Bids for Sale of Former Santee School Site Property

President Levens-Craig opened the bidding process for the Former Santee School site property. Karl Christensen, Assistant Superintendent of Business Services, explained he would be opening sealed bids. Upon opening sealed bids, he would ask for oral bids. He clarified an oral bid would only be accepted if it is at least five percent (5%) above the highest written bid, the bidder agrees to all terms and conditions set forth in Resolution #: 1617-35 and the Purchase and Sale Contract, and the oral bid is reduced to writing and signed by the bidder. Mr. Christensen asked that each person wishing to make an oral bid state their name, name of entity for whom they are making bid, and the amount of their bid. All bids would be recorded and projected on a screen. Upon

Superintendent Baranski shared that at a previous meeting, the Board had discussed the Santee Success Program (SSP); and held a special meeting with the SSP staff. Superintendent Baranski mentioned that based on these discussions, Tim Larson, Assistant Superintendent of Human Resources/Pupil Services; John Schweller, Coordinator of Pupil Services; and she had worked on recommendations for the program. Mr. Larson provided an overview of the document that included Program Philosophy; Student Placement; Teacher and Program Support; and Safety Protocols. Superintendent Baranski shared the Board's additional recommendations would be incorporated into the document and it would be shared with the SSP teacher for her input.

Superintendent Baranski shared that last year the San Diego Grand Jury discussed professional development for governing teams, including governing boards and superintendents. She mentioned all of the Districts were surveyed and the previous Superintendent had responded to the inquiry. Superintendent Baranski explained the Grand Jury then broke down the responses into four findings; and recommended that four school districts respond to the four findings and review their process for training of school board members and superintendents in the areas they lack expertise and consider mandating training; and whether the districts have implemented training. These districts were San Dieguito Union High School District, Carlsbad Unified School District, Poway Unified, and Santee School District. Superintendent Baranski shared a draft of the response to the Grand Jury for the Board's review and recommendations. Upon discussion, the Board provided their recommendations and asked that the response also include the Board President's signature.

Superintendent Baranski shared a list of upcoming events.

Member Burns shared he enjoyed participating in the School Beautification Day and having the opportunity to stop by several sites. He mentioned there is construction work on the corner of El Nopal and Magnolia that is a safety hazard for students returning to school on Monday; and asked Administration to contact the City to inquire when the project would be completed. Member Burns shared that he would like to see Board meeting highlights be shared with the staff (i.e., the sale of the former Santee School site, curriculum adoptions, hiring of Administration, etc.). He mentioned this had been previously done and it would not have to be done after every meeting. Member Ryan mentioned some agencies have a designated person that holds the responsibility of sending the information. Superintendent Baranski mentioned she would relay tonight's highlights with staff.

The Board shared their excitement for the sale of the former Santee School site; and how great it was to see staff at Monday's welcome back event. They commended Brodi Stayner, student speaker, for his great speech.

Member El-Hajj shared visiting the state preschool program and seeing the new flooring and lavatories; and inquired on staffing for the program.

H. CLOSED SESSION

President Levens-Craig announced that the Board would meet in closed session for:

1. **Public Employee Discipline/Dismissal/Release** (Gov't. Code § 54957)
2. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
Property:
 - *Summit Site (Parcel #'s: 378 210 35, 378 220 07, and 378 210 13 - located North of Princess JoAnn & Summit Avenue in Santee, CA 92071)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)**Agency Negotiator: Karl Christensen, Assistant Superintendent*
3. **Public Employee Performance Evaluation** (Gov't. Code § 54957)
Superintendent

The Board entered closed session at 8:23 p.m.

I. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:11 p.m. and reported no action was taken.

J. ADJOURNMENT

With no further business, the regular meeting of August 15, 2017 was adjourned at 10:11 p.m.

Ken Fox, Clerk

Kristin Baranski, Secretary

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

August 19, 2017
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Levens-Craig called the meeting to order at 9:00 a.m.

Members present:

Elana Levens-Craig, President

Dianne El-Hajj, Vice President

Ken Fox, Clerk

Dustin Burns, Member

Barbara Ryan, Member

Administration present:

Kristin Baranski, Superintendent and Secretary to the Board

B. PUBLIC COMMUNICATION

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

C. From the Boardroom to the Classroom Workshop

Rich Thome, Educational Consultant, and Tamara Otero, Cajon Valley Elementary School District Board of Education Member, provided a free, three-hour workshop for the Santee School District Governing Team. Workshop content was based on content from their newly published book, *From the Boardroom to the Classroom*.

D. ADJOURNMENT

With no further business to be discussed, special meeting of August 19, 2017 was adjourned at noon.

Ken Fox, Clerk

Kristin Baranski, Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
September 5, 2017

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 \$9,124, and substitute costs of \$230, 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 5, 2017

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Tuesday, 08/01/17	Jennifer Rolf	Educational Services	A Mathematical Mindset Approach	Carlsbad	\$0	\$111	Professional Development	This workshop will provide instructional strategies to engage teachers and students through an open and creative mindset regarding mathematics.
Saturday, 09/09/17	Laura Isaacson Rachael Pabis	Rio Seco Pepper Drive	Successful Supervision: From Rules to Relationships	La Mesa	\$0 \$0	\$100 \$100	Professional Development Professional Development	This workshop is required by the California Speech-Language Pathology Board.
Tuesday, 09/26/17	Laura Isaacson	Rio Seco	Augmentative and Alternative Communication	San Marcos	\$0	\$30	Professional Development	This workshop will focus on ideas for communication opportunities.
Thursday, 10/05/17	Christina Becker	Maint/Opers/Facs	The Challenge of Navigating the Newly Added Complexities to the School Facility Program	San Diego	\$0	\$315	Facilities	This workshop will focus on the School Facility Program.
Tuesday, 10/10/17	Sarah Harlow Allison Schmelzlen Kari Hodge	Carlton Oaks Carlton Oaks Cajon Park	Self/Match Training (advanced)	San Marcos	\$0 \$0 \$0	\$30 \$30 \$60	Special Education Special Education Special Education	This training will increase knowledge of systemic self-monitoring and motivational systems as behavior interventions.
Thursday, 10/12/17	Joey Sutera	Chet F. Harritt	Arts Empower Mega Conference	San Diego	\$115	\$89	Title I	This conference will provide professional development in the Arts.
Saturday, 10/21/17	Christina Becker	Maint/Opers/Facs	Emergency Operations Management Training	Moffet Field, CA	\$0	\$77	Facilities	This is a structural specialist training for emergency operations.
Thursday, 11/02/17 - 04/25/18	Mia Morales	PRIDE Academy	New School Counselor Leadership Institute (year 2)	SDCOE	\$0	\$175	Professional Development	This is year 2 of the New School Counselor Leadership Institute and will consist of 3 days of professional development.
Thursday, 11/16/17	Laura Isaacson	Rio Seco	Crisis Intervention Training	El Cajon	\$0	\$20	Special Education	This workshop will focus on behavior management.
Tues-Wed, 11/28/17 - 11/29/17	Laura Isaacson	Rio Seco	Autism Diagnostic Observation Schedule 2nd Ed. (ADOS 2)	San Marcos	\$0	\$225	Special Education	This is a 2-day observation/training experience.
Thursday, 01/25/18	Corrine Reid	Pepper Drive	Executive Functioning & Learning	San Marcos	\$115	\$97	Professional Development	This workshop will focus on self regulation to achieve goals which is critical in all areas of curriculum.

Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California

Wed-Fri, 10/04/17 - 10/06/17	Tim Larson	Human Resources	2017 ACSA Personnel Institute	Long Beach, CA	\$0	\$1,392	Human Resources	This 3-day institute will illuminate the best practices implementation in Human Resources for school districts.
Fri-Sun, 10/13/17 - 10/15/17	Stephanie Southcott	Carlton Hills	Courageous Principal Institute	Dallas, TX	\$0	\$1,011	Professional Development	Participants will be immersed in an intensive 2.5 day program geared to enhance leadership.
Wed-Fri, 10/25/17 - 10/27/17	Mimi McGinty	Special Education	Special Education Law	Palm Springs, CA	\$0	\$540	Professional Development	Participants will be provided with a review of laws relating to Special Education.
Thurs-Sat, 11/09/17 - 11/11/17	Laura Isaacson Rachael Pabis Beth Hoffman	Rio Seco Pepper Drive Sycamore Canyon	American Speech-Language Hearing Association Annual Convention	Los Angeles, CA	\$0 \$0 \$0	\$250 \$250 \$250	Special Education Special Education Special Education	This convention will provide an opportunity to learn latest research and gain new skills.
Wed-Fri, 01/24/18 - 01/26/18	Kristin Baranski	Superintendent	ACSA Superintendent Symposium	Monterey, CA	\$0	\$1,510	Superintendent's Office	This conference brings ACSA school leaders together for professional learning and networking.
Mon-Wed, 02/26/18 - 02/28/18	Christina Becker	Maint/Opers/Facs	CASH Annual Conference on School Facilities	Sacramento, CA	\$0	\$2,462	Facilities	This conference focuses on the School Facility Program, its challenges and opportunities.

Consent Item D.2.2.
 Prepared by Karl Christensen
 September 5, 2017

Acceptance of Donations

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Grant Funds for Garden Program	\$831.03	Healthy Planet	Carlton Oaks School
Grant Funds for Garden Program	\$500.00	California Native Plant Society	Carlton Oaks School
Funds for Supplies to Support Physical Education	\$200.00	American Heart Association	Pepper Drive School
Backpacks (36) Filled with Supplies	\$1,800.00	Riverview Community Church	PRIDE Academy
Funds for Classroom Project, "Math Center Games" (Ms. Gourley)	\$129.00	DonorsChoose.org	PRIDE Academy
Funds for Counseling Program	\$500.00	Anchored 4 Life	PRIDE Academy
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$200.00	Cash Practice Inc.	Rio Seco School
Grant Funds for Customized Course Aligned to McGraw-Hill Reading Wonders (\$600 ea x 9)	\$5,400.00	Achieve3000	All Schools
Funds for the Welcome Back Employee Event	\$250.00	Mission Federal Credit Union	Districtwide
Sponsorship of the PLT Retreat	\$1,003.12	East County Schools Federal Credit Union	SDCOE Outdoor Education Facility
TOTAL DONATIONS RECEIVED	\$10,813.15		

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The donations listed above are valued at \$10,813.15.

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 of Consultants and General Service Providers
Prepared by Karl Christensen
September 5, 2017

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.2.3.

**Consultant / General Service Provider Report
September 5, 2017**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Linda Hagerty	Consultant	Special Education Consultation Training	8/14/17 - 6/12/18	\$125.00/hour (not to exceed \$3,750.00)	Special Education	Employee
Habiba Habibullah	Consultant	Translations (Farsi)	7/1/17 - 6/30/18	\$15.00 Oral Translations; \$20.00 Testing & Written Translations (not to exceed \$500.00)	LCAP/EL Department	Employee
Nahid Aspari	Consultant	Translations (Farsi & Kurdish)	7/1/17 - 6/30/18	\$15.00 Oral Translations; \$20.00 Testing & Written Translations	LCAP/EL Department	Independent Contractor
Marwa Khoshnaw	Consultant	Translations (Kurdish & Arabic)	7/1/17 - 6/30/18	\$15.00 Oral Translations; \$20.00 Testing & Written Translations	LCAP/EL Department	Independent Contractor
Nada Sawaya	Consultant	Translations (Arabic & French)	7/1/17 - 6/30/18	\$15.00 Oral Translations; \$20.00 Testing & Written Translations	LCAP/EL Department	Employee
Elena Viktorivna Leholm	Consultant	Translations (Russian)	7/1/17 - 6/30/18	\$15.00 Oral Translations; \$20.00 Testing & Written Translations	LCAP/EL Department	Employee
Alliance for African Assistance	Consultant	Phone Translations (various)	7/1/17 - 6/30/18	\$3,000.00 (not to exceed)	LCAP/EL Department	Independent Contractor

Consent Item D.2.4. Approval/Ratification of Expenditure Transactions
Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)
September 5, 2017

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, 2017 through July 31, 2017.

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 138 transactions totaling \$14,171.06 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20170703	ABEL,CATHY	CHILD NUTRITION	SMARTNFINAL39810803989	9.97	Produce / Salad
20170703	ABEL,CATHY	CHILD NUTRITION	HARBOR FREIGHT TOOLS 1	149.29	Maintenance Supplies
20170709	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAIRANT STORE	190.69	Misc. Kitchen Supplies: Tongs, Thermometers Spoon, Oven Mitts
20170709	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAIRANT STORE	91.61	Sanitizer Tabs, Pump dispensers
20170709	ABEL,CATHY	CHILD NUTRITION	WAL-MART #1917	38.26	Misc. Kitchen Supplies: Sink Strainers, Reflectors
20170709	ABEL,CATHY	CHILD NUTRITION	THE HOME DEPOT #0673	45.49	Maintenance Supplies: Light Bulb, Screws, Shovel
20170714	ABEL,CATHY	CHILD NUTRITION	FREDPRYOR CAREERTRACK	99.00	Workshop "Dealing with Difficult People"
20170716	ABEL,CATHY	CHILD NUTRITION	AMAZON MKTPLACE PMTS	49.90	Cleaning brushes for school sites
20170717	ABEL,CATHY	CHILD NUTRITION	THE HOME DEPOT #0673	14.78	Screws
20170723	ABEL,CATHY	CHILD NUTRITION	VARIDESK	404.07	Pro Plus Desk
20170726	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAIRANT STORE	83.98	Stainless Steel Wall Shelf
20170728	ABEL,CATHY	CHILD NUTRITION	THE WEBSTAIRANT STORE	46.98	Shatterproof Appliance Light Bulbs
				1,224.02	
20170703	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	20.67	Supplies for Special Board meeting
20170706	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALS SPORT SHOP	45.19	PLT name badges
20170716	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AMAZON.COM	326.13	PLT meeting supplies
20170716	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	64.98	Special and Regular Board meeting supplies.
20170716	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	16.14	Board meeting supplies
20170716	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BASKIN #354764 ONLINEC	23.99	Board meeting supplies.
20170719	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMARTNFINAL92910809291	10.99	Board meeting supplies
20170720	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS STORE00018978	6.00	Board meeting supplies
20170726	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AMAZON MKTPLACE PMTS	34.86	Supplies for PLT retreat
20170726	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ASS CAL SCH ADMIN	599.00	Registration for K Baranski to Superintendent Symposium
20170727	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AMAZON.COM	57.78	Supplies for PLT retreat
20170728	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AMAZON MKTPLACE PMTS	4.52	Supplies for PLT retreat
20170728	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	JOANN FABRIC #1011	90.80	Supplies for PLT retreat
20170731	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMARTNFINAL93110809317	120.89	Supplies for Board/PLT meetings
20170731	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	PARTY CITY	8.06	Supplies for PLT meeting
20170731	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 8709	11.51	Supplies for PLT meeting
				1,441.51	
20170711	BAKER,HOPE	OST PROGRAMS	DOLLAR TREE	38.79	YALE instructional Royal ball
20170711	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	15.48	YALE Other/Instructional supplies
20170712	BAKER,HOPE	OST PROGRAMS	TOYS R US #5626	16.26	Other/Instructional supplies YALE
20170713	BAKER,HOPE	OST PROGRAMS	HOBBY-LOBBY #658	71.56	YALE classroom equipment
20170713	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	196.80	YALE Royal ball Other instructional
20170713	BAKER,HOPE	OST PROGRAMS	PARTY CITY	104.50	YALE Royal ball Instructional supplies
20170714	BAKER,HOPE	OST PROGRAMS	WM SUPERCENTER #5684	68.02	YALE Instructional Other
20170716	BAKER,HOPE	OST PROGRAMS	KMART 3678	105.07	YALE Other Instructional
20170716	BAKER,HOPE	OST PROGRAMS	HOBBY-LOBBY #658	17.36	Other classroom furnishings YALE
20170724	BAKER,HOPE	OST PROGRAMS	TARGET 00003046	123.35	YALE Other/Instructional supplies
20170728	BAKER,HOPE	OST PROGRAMS	TARGET 00014852	21.55	Other/Instructional YALE
20170730	BAKER,HOPE	OST PROGRAMS	IKEA SAN DIEGO	320.94	Other/Instructional furniture and supplies
20170730	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	22.21	Other/Instructional YALE
20170730	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	200.75	Other/Instructional YALE
				1,322.64	
20170719	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	SEARS OUTLET 9322	386.34	Dishwasher - Hill Creek (Elective Course Expansion Budget)
20170720	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	EL CAJON BLUEPRINT LLC	136.71	Original Plans for FEMA (ERC)
20170728	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	USMARKERBOARD	113.84	End Caps for Aarco Tray for Whiteboards
				636.89	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20170703	BRASHER,PAMELA	OST PROGRAMS	AMAZON.COM	109.86	Instructional Radios and pencils
20170706	BRASHER,PAMELA	OST PROGRAMS	REUBEN H FLEET BOX OFF	555.00	Admission/Entrance fees
20170709	BRASHER,PAMELA	OST PROGRAMS	FOOD4LESS #0300	34.95	Food Supplies/Snack
20170710	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	17.72	Instructional/Other Summer Supplies
20170711	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	28.46	Other/Instructional
20170711	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	41.97	Other/Instructional
20170711	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	10.95	Other/Instructional
20170711	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	14.95	Other/Instructional
20170711	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	12.95	Other/Instructional
20170712	BRASHER,PAMELA	OST PROGRAMS	THE HOME DEPOT #0673	163.12	Other Instructional
20170716	BRASHER,PAMELA	OST PROGRAMS	ULINE *SHIP SUPPLIES	277.07	Summer Supplies
20170717	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #5996	19.38	Other/Instructional
20170723	BRASHER,PAMELA	OST PROGRAMS	MICHAELS STORES 5045	141.69	Other/Instructional Supplies
20170724	BRASHER,PAMELA	OST PROGRAMS	JOANN FABRIC #1841	26.14	Other/Instructional supplies
20170724	BRASHER,PAMELA	OST PROGRAMS	RCP BLOCK AND BRICK ES	19.34	Summer Club Supplies Instructional
20170725	BRASHER,PAMELA	OST PROGRAMS	MICHAELS STORES 3256	(18.27)	Instructional summer supplies ASES
20170725	BRASHER,PAMELA	OST PROGRAMS	MICHAELS STORES 3256	8.03	Instructional summer supplies ASES
20170725	BRASHER,PAMELA	OST PROGRAMS	DOLLAR TREE	15.09	Other/Instructional
20170725	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	389.70	Other/Instructional
20170725	BRASHER,PAMELA	OST PROGRAMS	EDHELPER	36.98	Magazine Subscription
20170727	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	25.86	Other/Instruction Summer Supplies
20170727	BRASHER,PAMELA	OST PROGRAMS	99 CENTS ONLY STORES #	15.09	Other/Instructional Summer Supplies
20170727	BRASHER,PAMELA	OST PROGRAMS	AMAZON MKTPLACE PMTS	98.91	Other/Instructional Summer
20170730	BRASHER,PAMELA	OST PROGRAMS	WALMART.COM	154.87	Other/Instructional
20170731	BRASHER,PAMELA	OST PROGRAMS	STAPLES 00102764	118.51	Office Supplies
20170731	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #3494	77.39	Other/Instructional Summer Supplies
20170731	BRASHER,PAMELA	OST PROGRAMS	LAKESHORE LEARNING #52	103.42	Other/Instructional summer supplies
				2,499.13	
20170727	BROGAN-BARANSKI,K	SUPERINTENDENT'S OFFICE	UNITED AIRLINES	223.60	Airfare for Supt's Symposium
20170727	BROGAN-BARANSKI,K	SUPERINTENDENT'S OFFICE	UNITED AIRLINES	14.00	Airfare for Supt's Symposium
				237.60	
20170711	HECK,TERRY	PRIDE ACADEMY	DISCOUNTMUGS.COM	362.00	Caps for staff - Start of new school year.
				362.00	
20170707	HICKS,TYLENE	CHET F. HARRITT	MICHAELS STORES 3256	64.64	Framework for an art piece of Chet F. Harritt to be hung in the office.
20170712	HICKS,TYLENE	CHET F. HARRITT	VISTARR*VISTAPRINT.COM	36.63	STEAM Cards for communication to staff and community.
20170712	HICKS,TYLENE	CHET F. HARRITT	EDUCATIONCLOSET	109.00	Online STEAM Conference Registration for Tylene Hicks.
20170712	HICKS,TYLENE	CHET F. HARRITT	EDUCATIONCLOSET	109.00	Online STEAM Conference Registration for Rita Zobel
20170712	HICKS,TYLENE	CHET F. HARRITT	EDUCATIONCLOSET	109.00	Online Conference Registration for Haley Vogt. STEAM Conference.
20170712	HICKS,TYLENE	CHET F. HARRITT	EDUCATIONCLOSET	109.00	Online Conference Registration for Meghan Snable
20170731	HICKS,TYLENE	CHET F. HARRITT	THE HOME DEPOT #0673	43.89	Paw Print paint for beautification day.
				581.16	
20170706	HOHIMER,KAREN	PEPPER DRIVE	DISCOUNTMUGS.COM	527.30	Staff T-shirts for Kindness Challenge
				527.30	
20170704	HOOKS,TED A	PEPPER DRIVE	ROSS STORES #1712	65.06	Furnishings for Reading Lounge (UF Fundraiser)
20170723	HOOKS,TED A	PEPPER DRIVE	IKEA SAN DIEGO	192.82	Furnishings for VP Office (unrestricted)
20170725	HOOKS,TED A	PEPPER DRIVE	AMAZON MKTPLACE PMTS	101.30	Speaker for LRC (Donations)
				359.18	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20170711	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	HARBOR FREIGHT TOOLS 1	12.96	Replacement Casters
20170711	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	16.11	Replacement iPad Pro Protector
20170712	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	32.28	iPad processing gloves
20170717	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	36.69	External Drive
20170717	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM	43.09	Sound System
20170719	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	55.89	Video cables and adapters
20170719	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM AMZN.COM/BI	74.35	USB-C VGA Adapter (50%)
20170719	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM AMZN.COM/BI	74.35	USB-C VGA Adapter (50%)
20170720	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	LIGHTSPEED TECHNOLOGIE	90.51	Battery for RedCat (PD)
20170720	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE.COM	24.99	Security System
20170725	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	TCA FASTRAK R	15.52	Toll Road fee
20170726	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM	115.95	Video cables and adapters
20170726	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	374.70	iPad Accessory Labels
20170727	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	46.32	Fiber Optic Cable
20170727	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM	119.19	Rapid Run video cable
20170728	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	49.24	Video cable adapter
20170728	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	9.29	Cable run supplies
20170730	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	344.95	Floor Mats
20170731	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	TCA FASTRAK R	0.32	Toll Road fee
				1,536.70	
20170727	MARTIN,SUZANNE	CHET F. HARRITT	THE HOME DEPOT #0673	33.11	Stakes and gardener's ribbon to plot out planter beds. LCFF: Resc 0000-604
				33.11	
20170712	MCGINTY,MIRIAM	SPECIAL EDUCATION	THINK SOCIAL PUBLISHIN	63.06	Zones of Regulation Curriculum for SDC/Wilson
20170713	MCGINTY,MIRIAM	SPECIAL EDUCATION	ACADEMIC THERAPY PUBLI	9.48	Test of Visual Perceptual Skill - Protocols(TVPS-4) (10%)
20170713	MCGINTY,MIRIAM	SPECIAL EDUCATION	HAWTHORNE EDUCATIONAL	4.85	ADDES-4 Protocols (10%)
20170713	MCGINTY,MIRIAM	SPECIAL EDUCATION	AMAZON.COM	40.76	Label holders for file cabinets
20170713	MCGINTY,MIRIAM	SPECIAL EDUCATION	AMAZON.COM	30.68	Mouse for Special Ed and Program Specialist's computers
20170713	MCGINTY,MIRIAM	SPECIAL EDUCATION	ACADEMIC THERAPY PUBLI	42.67	Test of Visual Perceptual Skill - Protocols(TVPS-4) (45%)
20170713	MCGINTY,MIRIAM	SPECIAL EDUCATION	HAWTHORNE EDUCATIONAL	21.83	ADDES-4 Protocols (45%)
20170713	MCGINTY,MIRIAM	SPECIAL EDUCATION	ACADEMIC THERAPY PUBLI	42.67	Test of Visual Perceptual Skill - Protocols(TVPS-4) (45%)
20170713	MCGINTY,MIRIAM	SPECIAL EDUCATION	HAWTHORNE EDUCATIONAL	21.82	ADDES-4 protocols (45%)
20170713	MCGINTY,MIRIAM	SPECIAL EDUCATION	IXL	599.00	Classroom licenses for ED Classrooms
20170721	MCGINTY,MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	11.74	Office Supplies
20170726	MCGINTY,MIRIAM	SPECIAL EDUCATION	AMAZON.COM	19.27	Office Supplies
				907.83	
20170707	MCKINNON,KATHY	EDUCATIONAL SERVICES	PAPER MART	41.87	Professional Development -Supplies - 8/14/17 PD Day
				41.87	
20170728	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMAZON.COM	618.80	Professional Development - Supplies - Books
				618.80	
20170727	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON.COM AMZN.COM/BI	5.92	USB 3.0 extension cable for computer.
				5.92	
20170727	RIFFEL,MEREDITH	PUPIL SERVICES	AMAZON MKTPLACE PMTS	609.01	Items for Cool Down Kits
				609.01	
20170727	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	206.70	Items for Cool Down Kits
20170727	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	80.50	Items for Cool Down Kits
20170728	SCHWELLER,JOHN	PUPIL SERVICES	OTC BRANDS, INC.	94.93	Materials for cool down kits
				382.13	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20170702	SHEEN,KRISTINA D	OST PROGRAMS	ESTRADAS MEXICAN FOOD	26.05	Walking Field Trip Admissions/Entrance
20170702	SHEEN,KRISTINA D	OST PROGRAMS	SORIANAS MEXICAN FOOD	12.00	Walking Field Trip admissions/Entrance
20170703	SHEEN,KRISTINA D	OST PROGRAMS	DEL TACO #109	20.70	Walking Field Trip/Admissions/Entrance
20170704	SHEEN,KRISTINA D	OST PROGRAMS	WAL-MART #1917	129.95	Instructional supplies balls flashlights pails
20170704	SHEEN,KRISTINA D	OST PROGRAMS	MICHAELS STORES 3256	132.74	Other/Instructional
20170704	SHEEN,KRISTINA D	OST PROGRAMS	OFFICE DEPOT #908	130.98	Other/Instructional Office
20170713	SHEEN,KRISTINA D	OST PROGRAMS	OFFICE DEPOT #908	197.99	Other/Instructional supplies summer
20170716	SHEEN,KRISTINA D	OST PROGRAMS	GO GET YOGURT	45.00	Admission/Entrance Jr High field trip
20170717	SHEEN,KRISTINA D	OST PROGRAMS	RITA'S 992	29.70	Admissions/Entrance Field Trip
20170717	SHEEN,KRISTINA D	OST PROGRAMS	7-ELEVEN 36659	15.12	Admission/Entrance field trip
20170730	SHEEN,KRISTINA D	OST PROGRAMS	GIANT PIZZA KING #10	19.92	Admissions/Entrance Field Trip
20170731	SHEEN,KRISTINA D	OST PROGRAMS	0187 ROUND TABLE PIZZA	58.29	Entrance/Admission Fee Field Trip
				<u>818.44</u>	
20170703	STARKEY,MARK	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	25.82	iPad cleaning supplies
				<u>25.82</u>	
				<u><u>14,171.06</u></u>	

Consent Item D.2.5.
Prepared by Karl Christensen
September 5, 2017

Adoption of Resolution No.1718-06 to Certify 2016-17
Gann Limit Appropriations Recalculation and an
Estimated Limit for 2017-18

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 2016-17 and an estimate for fiscal year 2017-18.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1718-06 for the recalculation of appropriation limit and funds subject to the Gann Limit for the fiscal year 2016-17 and an estimate for 2017-18.

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 2016-17 appropriations subject to the Gann limitation are \$38,801,647.37 and the 2017-18 appropriations subject to the Gann limitation are estimated to be \$40,233,428.16.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

**RESOLUTION NO. 1718-06
RESOLUTION OF THE SANTEE SCHOOL DISTRICT
TO CERTIFY THE 2016-17 GANN LIMIT APPROPRIATIONS RECALCULATION
AND AN ESTIMATED LIMIT FOR 2017-18**

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 2016-17 fiscal year and a projected Gann Limit for the 2017-18 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 2016-17 and 2017-18 fiscal years are made in accordance 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 2016-17 and 2017-18 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 5th day of September, 2017, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Ken Fox, 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

Consent Item D.2.6.
Prepared by Karl Christensen
September 5, 2017

Acceptance of Funds from the City of Santee for
Sycamore Canyon Field Improvements

BACKGROUND:

At the July 18, 2017 meeting, the Board awarded a bid for reseeding and irrigation system improvements for the Sycamore Canyon School in the amount of \$69,800.

The City of Santee allocates \$20,000 in their budget each year for Ball Field Improvements. At their August 9, 2017 meeting, the City Council approved using those funds to contribute towards the Sycamore Canyon Field Improvements project.

RECOMMENDATION:

It is recommended that the Board of Education accept funds from the City of Santee for Sycamore Canyon Field Improvements.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$20,000 in revenue to partially offset the total project cost.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

BACKGROUND:

Last school year, the Carlton Hills School Administration requested an evaluation of the crosswalks and safe routes to school. Specifically, they asked for a crosswalk to be installed at the school frontage similar to other school campuses. The City of Santee Traffic Engineer has agreed to allow the crosswalk so students who are dropped off on Pike Road have a safe crossing point at the front of the school.

Installation of a new crosswalk requires two curb cuts for ADA accessibility. Because the crosswalk is mid-span of the road and only benefits the school, the City will not pay for this work.

Proposals were requested from two vendors. Administration recommends contracting with Nuera Platinum Concrete, LLC. This is the vendor used by the City for sidewalk work.

RECOMMENDATION:

It is recommended that the Board of Education authorize Administration to contract with Nuera Platinum Concrete, LLC for installation of a crosswalk.

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

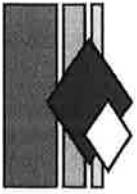
The fiscal impact is \$10,918 from Fund 40 Set-Aside for Facilities Needs.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.



August 7, 2017

Angelo Benedetto
Carlton Hills Elementary School
9353 Pike Rd.
Santee, CA 92071

Re: City of Santee – Carlton Hills Elementary

Nuera Platinum Concrete LLC thanks you for this opportunity to present you with our proposal for the following scope of work:

- 1) Remove Existing concrete to install two Curb Ramps per San Diego City Standard Drawing, refer to drawing numbers G-27B, G-30, G-32A, G-32B. Ramp # 1 will be located at the entrance to the School parking lot. Ramp # 2 will be located across the street from ramp # 1. Demo & Traffic Control included.

Total Proposal Amount: \$10,918.00

The amount reflected above includes full-time supervision and coordination by Nuera Platinum Concrete. Proposal assumes one move-on and one move-off, with continuous access to the work areas. Work area to be delivered free and clear of all materials/ debris and work to be performed during regular business hours. It is understood that the facility will remain open to the public for the duration of our work.

Exclusions:

- Scope items not specifically identified
- Unknown or unforeseen conditions that may be encountered
- Bonds, Permits and other fees
- Hazardous Materials or Conditions
- Shrinkage or surface cracks due to adverse soil or weather conditions
- BMP's
- Colored Concrete & Special finishes
- Export & Import of Soils
- Embedded items
- Masonry walls or footings
- Special colors or finishes not called out above
- Compaction of native materials
- Landscaping other than listed items
- Our prices exclude spoils removal, to be stockpiled within 100 feet of excavation
- Pavers
- Unknown conditions/ obstructions encountered during excavation, will be met on a time and material basis
- Any items not specifically denoted in scope

Please review this proposal, and if it meets with your approval, sign and email this document back to asanchez@nueragroup.com. Thank you for the opportunity to bid this work for you. Please call if you have any questions.

Sincerely,

Eddie Galindo
General Manager

*Nuera*TM Platinum Concrete LLC

814 Morena Blvd, Ste #303
San Diego, CA 92110
License #998974 C-8
DIR #100000549

ACCEPTED

The undersigned, being a principal and/or agent of the project owner hereby agrees to fulfill the terms and conditions of this agreement.

By: _____

Name: _____

Date: _____

Consent Item D.2.8.
Prepared by Karl Christensen
September 5, 2017

Authorization/Ratification to File Notice of Completion
for Asphalt Repairs at Three School Sites

BACKGROUND:

Notice of Completion documents were filed with the County Recorder for Asphalt Repairs at Three School Sites. Retention amounts withheld from progress payments will be released after 30 days from the date of recording the Notice of Completion.

The projects were completed on time and without any change orders.

RECOMMENDATION:

It is recommended that the Board of Education authorize/ratify filing of Notice of Completion documents for the following bids:

- Bid 1718-010-PA – Asphalt Repairs at PRIDE Academy
- Bid 1718-011-CO – Asphalt Repairs at Carlton Oaks School
- Bid 1718-012-CP – Asphalt Repairs at Cajon Park School

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact is \$101,474.00 from Deferred Maintenance Funds.

STUDENT ACHIEVEMENT IMPACT:

Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.8.

Consent Item D.2.9.
Prepared by Karl Christensen
September 5, 2017

Authorization/Ratification to File Notice of Completion
for Bid #1718-009-PA, Reroofing at Prospect Avenue
Preschool

BACKGROUND:

Notice of Completion documents were filed with the County Recorder for Bid #1718-009-PA, Reroofing at Prospect Avenue Preschool. Retention amounts withheld from progress payments will be released after 30 days from the date of recording the Notice of Completion.

The project was completed on time and without any change orders.

RECOMMENDATION:

It is recommended that the Board of Education authorize/ratify filing of Notice of Completion documents for Bid #1718-009-PA, Reroofing at Prospect Avenue Preschool.

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact is \$64,900.00 from Deferred Maintenance Funds.

STUDENT ACHIEVEMENT IMPACT:

Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.9.

Consent Item D.2.10.
Prepared by Karl Christensen
September 5, 2017

Authorization/Ratification to File Notice of Completion
for Bid #1718-077-008, Well Drilling at Carlton Oaks
School

BACKGROUND:

Notice of Completion documents were filed with the County Recorder for Bid #1718-077-008, Well Drilling at Carlton Oaks School. Retention amounts withheld from progress payments will be released after 30 days from the date of recording the Notice of Completion.

The project was completed on time and without any change orders.

RECOMMENDATION:

It is recommended that the Board of Education authorize/ratify filing of Notice of Completion documents for Bid #1718-007-CP, Well Drilling at Carlton Oaks School.

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

The fiscal impact is \$96,760.00 from Fund 40.

STUDENT ACHIEVEMENT IMPACT:

Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.10.

Consent Item D.2.11.
Prepared by Karl Christensen
September 5, 2017

Adoption of Categorical Exemption for Minor
Addition/Replacement of Buildings at Pepper Drive
Rio Seco, and Cajon Park Schools

BACKGROUND:

The District is considering initiation of construction projects for installing Modular Classrooms at Pepper Drive, Rio Seco, and the Cajon Park Old Junior High. Staff requests Board approval to adopt a Categorical Exemption for Minor Addition/Replacement of Buildings at Pepper Drive, Rio Seco and Cajon Park Schools (15314) attached.

RECOMMENDATION:

It is recommended that the Board of Education adopt Categorical Exemption for replacement of relocatable classrooms with Modular Classroom construction at Pepper Drive, Rio Seco and Cajon Park Schools.

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 cost of filing CEQA documents is \$50.00 per project.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.11.

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: San Diego

From: (Public Agency): SANTEE SCHOOL DISTRICT
9625 Cuyamaca Street
Santee CA 92071
(Address)

Project Title: Minor Addition/Relocatable Classroom Replacement with Modular Classrooms

Project Applicant: Santee School District

Project Location - Specific:
Cajon Park School, 10300 N. Magnolia Ave., Santee CA 92071 APN #381 020 05

Project Location - City: Santee Project Location - County: San Diego

Description of Nature, Purpose and Beneficiaries of Project:
Minor addition with replacement of relocatable classrooms with Modular Classrooms

Name of Public Agency Approving Project: Santee School District

Name of Person or Agency Carrying Out Project: Santee School

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15314 Minor Addition to School
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project involves existing facility renovations, minor additions and relocatable classroom replacement with Modular classrooms. Minor additions to existing school that do not increase capacity by more than 25%. Categorical Exemption 15314.

Lead Agency
Contact Person: Christina Becker Area Code/Telephone/Extension: (619) 258-2323

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: 09/06/2017 Title: Director, M&O & Facilities

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: San Diego

From: (Public Agency): SANTEE SCHOOL DISTRICT
9625 Cuyamaca Street
Santee CA 92071
(Address)

Project Title: Minor Addition/Relocatable Classroom Replacement with Modular Classrooms

Project Applicant: Santee School District

Project Location - Specific:
Rlo Seco School, 9545 Cuyamaca Street, Santee CA 92071 APN #381 051 03

Project Location - City: Santee Project Location - County: San Diego

Description of Nature, Purpose and Beneficiaries of Project:
Minor addition with replacement of relocatable classrooms with Modular Classrooms

Name of Public Agency Approving Project: Santee School District

Name of Person or Agency Carrying Out Project: Santee School

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption. State type and section number: 15314 Minor Addition to School
Statutory Exemptions. State code number:

Reasons why project is exempt:

The project involves existing facility renovations, minor additions and relocatable classroom replacement with Modular classrooms. Minor additions to existing school that do not increase capacity by more than 25%. Categorical Exemption 15314.

Lead Agency
Contact Person: Christina Becker Area Code/Telephone/Extension: (619) 258-2323

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? [] Yes [] No

Signature: Date: 09/06/2017 Title: Director, M&O & Facilities

[X] Signed by Lead Agency [] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: San Diego

From: (Public Agency): SANTEE SCHOOL DISTRICT
9625 Cuyamaca Street
Santee CA 92071
(Address)

Project Title: Minor Addition/Relocatable Classroom Replacement with Modular Classrooms

Project Applicant: Santee School District

Project Location - Specific:

Pepper Drive School, 1935 Marlinda Way, El Cajon, CA 92021 APN #388 520 03

Project Location - City: El Cajon

Project Location - County: San Diego

Description of Nature, Purpose and Beneficiaries of Project:

Minor addition with replacement of relocatable classrooms with Modular Classrooms

Name of Public Agency Approving Project: Santee School District

Name of Person or Agency Carrying Out Project: Santee School

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15314 Minor Addition to School
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project involves existing facility renovations, minor additions and relocatable classroom replacement with Modular classrooms. Minor additions to existing school that do not increase capacity by more than 25%.
Categorical Exemption 15314.

Lead Agency

Contact Person: Christina Becker Area Code/Telephone/Extension: (619) 258-2323

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: 09/06/2017 Title: Director, M&O & Facilities

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

BACKGROUND:

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

Certificated Staff

A. New Appointments:

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

B. Temporary Rehires:

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

C. Change of Status/Location:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
1. Tellef, Shannon	Cajon Park / Rio Seco / <i>Carlton Oaks</i> <i>Location Correction</i>	III-10	\$0.00	\$63,661.00	08-14-17

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Appointments:

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

I. Rehires:

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

J. Change of Status/Location:

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

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

Classified Staff Continued

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Frisch, Wendy	Cajon Park	Campus Aide	New Employment	09-02-17
2. Mumford, Brigitte	PRIDE Academy	Instructional Assistant I	Retirement	06-13-17
3. Perna, Robin	Carlton Hills	Campus Aide	<i>Correction - Retirement Relocation out of state</i>	08-10-17
4. Roche, Theresa Valerie	Hill Creek	Out of School Time Site Leader	Retirement	09-21-17

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Consent Item D.3.2. Adoption of Resolution No. 1718-07 to Reduce and/or Layoff Identified Classified Non-Management Positions

Prepared by Tim Larson
September 5, 2017

BACKGROUND:

Due to the elimination of the second chance breakfast program for grades 6-8 at Cajon Park School, several support staff positions will be reduced in work hours. Current staff affected by this reduction will be offered a comparable position or receive a 60-day notice of reduced hours.

RECOMMENDATION:

It is recommended that the Board of Education approve to reduce work hours for the following positions effective November 13, 2017:

- One (1) Campus Aide position at Cajon Park School from 2.75-hours to 2.5-hours
- One (1) Food Service Worker I-A at Cajon Park School from 2.5-hours to 2.0-hours

FISCAL IMPACT:

The savings for reducing the Campus Aide position will be \$709. The savings for reducing the Food Service Worker I-A position will be \$1,742.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.2.

**SANTEE SCHOOL DISTRICT
Resolution No. 1718-07**

**REDUCTION IN WORK HOURS OF
CLASSIFIED NON-MANAGEMENT POSITIONS**

WHEREAS, due to the elimination of the second chance breakfast program for grades 6-8 at Cajon Park School, several support staff positions will be reduced in work hours; and

NOW, THEREFORE, BE IT RESOLVED that as of the 5th day of September 2017, the Governing Board of Santee School District approved to reduce the following positions effective November 13, 2017:

- One (1) Campus Aide position at Cajon Park School from 2.75-hours to 2.5-hours
- One (1) Food Service Worker I-A at Cajon Park School from 2.5-hours to 2.0-hours

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employees that their position will be reduced in work hours/year pursuant to applicable provisions of the Education Code of the State of California, such notice to be given sixty (60) days prior to the effective date of reduction/layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 5th day of September 2017, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 9/5/17

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 Kristin Baranski
September 5, 2017

Adoption of Resolution No. 1718-05
Declaring October 9-13, 2017 as
Week of School Administrator

BACKGROUND:

Research has repeatedly shown that quality school leadership is essential to student success. There is no better time to honor the school site leaders who make our schools great than during Week of the School Administrator, October 9-13, 2017.

Section 44015.1 states: "In observance of the importance of educational leadership at the school, school district, and county levels, the second full week in the month of October of each year shall be designated as 'Week of the School Administrator.' Schools, school districts, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement."

Santee School District would like to honor and recognize our outstanding school site leadership, consisting of nine (9) principals and eight (8) vice principals. Our school site leaders work very hard to provide exceptional educational leadership at their schools.

Executive Cabinet would like to join with the Board of Education to honor the school site leaders during the dedicated week and show appreciation for the passion and value they bring to public education. Staff and parents will be encouraged to do the same.

RECOMMENDATION:

Administration recommends the Board of Education adopt Resolution No. 1718-05 declaring October 9-13, 2017 as Week of the School Administrator.

FISCAL IMPACT:

The fiscal impact to recognize our 17 school administrators will be approximately \$85 and will be paid from the Superintendent's budget.

STUDENT ACHIEVEMENT:

Quality school site leadership is essential to effectively increase student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

**RESOLUTION 1718-05 OF THE BOARD OF EDUCATION
SANTEE SCHOOL DISTRICT**

WEEK OF SCHOOL ADMINISTRATOR - October 9 – 13, 2017

WHEREAS, Leadership matters for California’s public education system and the more than 6 million students it serves;

WHEREAS, the title “School Administrator” is a term used to define specific school site leadership, which includes principals and vice principals; and

WHEREAS, School Administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, most school administrators began their careers as teachers; and

WHEREAS, the average administrator has served in public education for more than a decade; and

WHEREAS, such experience is beneficial in their work to effectively and efficiently lead schools and improve student achievement; and

WHEREAS, public schools operate with lean management systems, employing fewer managers and supervisors than most public and private sector industries; and

WHEREAS, research shows great schools are led by great principals and vice principals; and

WHEREAS, the future of California’s public education system depends upon the quality of its leadership; and

WHEREAS, the State of California has declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1; now therefore

BE IT RESOLVED, by the Santee School District Governing Board that all school site administrators be commended for the contributions they make to successful student achievement and that October 9-13, 2017 be declared as the Week of the School Administrator in Santee School District.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 5th day of September, 2017, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated: September 5, 2017

Ken Fox, Clerk
Board of Education

BACKGROUND:

Applications for membership on Board Advisory Committees were distributed to parents, employees, and were available on the District's and School's web and Facebook pages. Submitted applications have been accepted and the Superintendent assigned applicants based on priorities and openings to membership on Board Advisory Committees to fill current vacancies. Membership on a Board Advisory Committee is a one-year term.

The Board advisory committees with vacant positions to be filled are:

- Budget Advisory Committee (BAC)
- Calendar Committee
- Character Education Committee
- Communication Committee
- District Advisory Committee (DAC)
- District English Learner Advisory Committee (DELAC)
- Facilities/Safety Committee
- Special Education Advisory Committee
- Wellness Committee

Budget Advisory Committee focuses on the District's budget and fiscal solvency. Members include 9 community members/parents, 1 Board member, 2 District Administrators, Employee Association members.

Calendar Committee provides recommendations to the Board of Education for the District school calendar. This committee is usually comprised of Employee Association members, District employees, and Board of Education members. Community membership is encouraged.

Character Education Committee develops and monitors programs that promote student character. Membership on this committee consists of community members/parents, 1 Board member, 2 District Administrators, and Employee Association members.

Communication Committee expands the communication links in the District so a broader range of constituents have an opportunity to clarify, discuss, and hear the latest information in the District and report it accurately back to the stakeholders they represent. Membership on this committee consists of 9 employees and 9 parents (one from each school site), 1 Board member, 2 District Administrators, and Employee Association members.

District Advisory Committee (DAC) reviews curriculum and instruction, focuses discussions about quality student achievement, reviews recommended curriculum and instructional policies, and discusses issues that affect and promote student well-being. Membership on this committee consists of 9 parents and 9 teachers (one from each school site), 4 District Administrators, and Employee Association members.

District English Learner Advisory Committee (DELAC) provides information on programs and services for English learners. Membership on this committee consists of 9 parents, 9 teachers, 4 District Administrators, Employee Association members.

Facilities/Safety Committee reviews safety concerns and facility issues in the District. Membership on this committee consists of 9 parents/community members, Employee Association members, 1 Board member, and 2 District Administrators.

Special Education Advisory reviews and discusses special education issues in order to work collaboratively with staff and parents to resolve concerns. Membership on this committee consists of 9 parents of students with diverse disabilities and from various schools, a special education teacher, a classified employee, 2 District Administrators, 2 Board members, and Employee Association members.

Wellness Committee provides recommendations to the Board of Education for the development and evaluation of the local wellness policy. Membership on this committee consists of 9 parents (one from each school site), 1 Board member, 2 District administrators, Employee Association members, community members, and organizations.

The Superintendent has assigned the applicants based on their priority choices listed on their applications and recommends appointments as assigned in the attached chart. Administration will continue to recruit membership in Board Advisory Committees to assure parent and community input is received.

RECOMMENDATION:

Administration recommends that the Board approve the Superintendent's committee assignments and appoint these applicants to fill vacancies on the various Board Advisory Committees. The applicants represent a variance of schools throughout the District.

FISCAL IMPACT:

There is usually a negligible fiscal impact dependent on the committee's needs. Any costs are paid from department operating budgets.

STUDENT ACHIEVEMENT IMPACT:

Board Advisory Committees provide the Board with valuable input and information from all stakeholders when making decisions that impact student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.2.

			Budget	Calendar	Character Education	Communication	DAC	DELAC	Facilities/ Safety	Special Ed	Wellness
<i>Total vacancies for 2017-18</i>			9	Open	9	Open	9	9	9	9	9
First Name	Last Name	Represents									
Laura	Santiago	Parent - CFH			X						
Carrie	Morton	Parent - CFH					X				
Kimberli	Crook	Parent - CFH		X							
Lisa	Worthen	Parent - CFH							X		
Rebecca	Gardner	Parent - CH									X
Jessica	O'Conner	Parent - CH	X								
Taheisha	Coleman	Parent - CH							X		
Candace	Schmitthener	Parent - CH								X	
Yassen	Aboelkassem	Parent - CH					X				
Shawna	Dunlap	Parent - CH								X	
Cynthia	Franey	Parent - CH								X	
Ellen	Duty	Grandparent - CO				X			X		
Michelle	Vergne	Parent - CO	X								
Jodi	Flanagan	Parent - CO		X							X
Tamatha	Clemens	Parent - CP			X						
Tami	Ferrari	Parent - CP								X	
Sharon	Dollar	Parent - CP					X				
Charlene	Alsbaugh	Parent - CP								X	
Caitlyn	Young	Parent - CP	X	X							
Ilham	Bazoom	Parent - CP				X		X			
Laura	Barker	Parent/Employee - CP							X		
Casey	Price	Parent - HC	X								
Brittany	Lowe	Parent - HC									X
Brenna	Drake	Parent - PA								X	
Jaray	Thronburg	Parent - PA							X		
Samantha	Fregoso	Parent - PA		X						X	
Christina	Balinger	Parent - PD				X					X
Sally	Cox	Parent - PD	X								
Irina	Shubina	Parent - PD						X		X	
Renee	Eller-Hendrix	Parent - RS							X		
Quyen	Phan	Parent - RS					X				
Victoria	Permetti	Parent - RS		X	X						
Travis	Brinkman	Parent - RS					X				
Lan P.	Nguyen	Parent - RS	X								
Jason	Sippel	Parent - RS							X		
Ramon	Morin	Parent - SC		X							X
Jenny	Solis	Parent - SC			X		X				
Rebecca	Herrell	Parent - SC								X	
Mary	DeMaria	Parent - SC/YALE				X			X		
Matthew	Fisher	Santee Citizen	X				X				

Discussion and/or Action Item E.2.1.
Prepared by Karl Christensen
September 5, 2017

Purchase Agreement and Escrow Instructions
with LPC West, LLC for Purchase of the Former
Santee School Site Property

BACKGROUND:

At the August 15, 2017 meeting, the Board accepted the highest oral bid for sale of the Former Santee School Site Property. This bid was received from LPC West, LLC (“Developer”) in the amount of \$11,105,000. It is now necessary to execute a Purchase Agreement and Escrow Instructions with the Developer to begin the escrow period.

This Agreement establishes Due Diligence and Initial Contingency Periods of 180 days for the Developer to work through the approval and entitlement process with the City of Santee. Within 72 hours from opening of escrow, the Developer is to deposit into escrow an Initial Deposit equal to 2% of the Developer’s bid price, or \$222,100. This deposit is refundable if escrow is cancelled prior to expiration of the Due Diligence and Initial Contingency Periods. The Initial Deposit would be applied toward the purchase price if the purchase is finalized during the Initial Contingency Period.

If the Developer and District agree, an Extended Contingency Period of an additional 180 days can be invoked before expiration of the Initial Contingency Period if substantial progress has been made in the entitlement and approval process but more time is needed. Invocation of the Extended Contingency Period would require the Developer to deposit into escrow an Additional Deposit of 2% of the bid price, or \$222,100. Upon invocation of the Extended Contingency Period, the Initial Deposit becomes non-refundable and not applicable to the purchase price, thereby having the effect of increasing the purchase price. The Additional Deposit is refundable if escrow is cancelled prior to expiration of the Extended Contingency Period. The Additional Deposit would be applied toward the purchase price if the purchase is finalized during the Extended Contingency Period.

The Agreement contemplates an escrow period of up to 390 days.

RECOMMENDATION:

It is recommended that the Board of Education approve the Purchase Agreement and Escrow Instructions with LPC West, LLC for Purchase of the Former Santee School Site Property.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$11,105,000 in revenue if sale finalized during Initial Contingency Period; \$11,327,100 if sale finalized during Extended Contingency Period. Both amounts are subject to reduction for Seller's portion of escrow costs.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

**PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS
BETWEEN THE SANTEE SCHOOL DISTRICT AND LPC WEST, LLC**

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE SANTEE SCHOOL DISTRICT AND LPC WEST, LLC ("Agreement") is made and entered into, effective as of this 21st day of August, 2017, ("Effective Date") by and between LPC WEST, LLC, a Delaware limited liability company ("Buyer"), and the SANTEE SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("Seller). Buyer and Seller may hereinafter be referred to individually or collectively as "Party" or "Parties."

RECITALS

A. Seller is the owner of real property located in the City of Santee ("City"), in the County of San Diego ("County"), and identified as Assessor Parcel Nos. 384-091-01, 13 and 14 ("Property"). The Property is more specifically described and depicted in Exhibits "A" and "B" attached hereto.

B. Seller has agreed to sell the Property pursuant to the terms of this Agreement by action of the Board and Resolution No. 1617-35.

C. Buyer desires to purchase the Property pursuant to the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

***ARTICLE I
PURCHASE AND SALE***

Section 1.1 Sale and Purchase. Subject to the conditions set forth herein and for the consideration set forth, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller. The Property shall include all right, title and interest of Seller in and to all Intangible Property. The term "Intangible Property" means all of Seller's transferable right, title and interest in and to all licenses, permits, entitlements, certificates, approvals, development rights, variances, consents, exemptions, decisions, actions, authorizations and similar rights, and intangible property appurtenant to and/or with respect to the real property described and depicted in Exhibits "A" and "B" attached hereto.

Section 1.2 Purchase Price. The purchase price for the Property shall be the sum of Eleven Million One Hundred Five Thousand and 00/100 Dollars (\$11,105,000.00) ("Purchase Price").

Section 1.3 Deposits.

(i) ***Initial Deposit.*** Within seventy-two (72) hours following the Opening of Escrow, as defined in Section 2.1, Buyer shall deliver to Escrow Holder (defined in Section 2.1) a deposit in the sum of Two Hundred Twenty-Two Thousand One Hundred and 00/100 Dollars (\$222,100.00) representing two (2) percent of the Purchase Price ("Initial Deposit"). Escrow

Holder shall notify Seller in writing upon receipt of the Initial Deposit. Escrow Holder shall hold the Initial Deposit, and the Initial Deposit shall be credited against the payment of the Purchase Price upon the Close of Escrow, as defined in Section 2.7, except as otherwise provided hereinafter in Section 1.3(iii).

(ii) *Additional Deposit.* If the Extended Contingency Period, as defined in Section 2.6, is invoked, Buyer shall deliver to Escrow Holder an additional, second deposit in the sum of Two Hundred Twenty-Two Thousand One Hundred and 00/100 Dollars (\$222,100.00) representing two (2) percent of the Purchase Price ("Additional Deposit") within one (1) business day following the expiration of the Initial Contingency Period, as defined in Section 2.6. Escrow Holder shall notify Seller in writing upon receipt of the Additional Deposit. Escrow Holder shall hold the Additional Deposit, and the Additional Deposit shall be credited against the payment of the Purchase Price upon the Close of Escrow, as defined in Section 2.7.

(iii) *Effect of the Extended Contingency Period and Additional Deposit.* In the event Buyer invokes, and Seller approves, the Extended Contingency Period and makes the Additional Deposit to Escrow, the Initial Deposit shall be immediately released by Escrow Holder to Seller without encumbrance, and such Initial Deposit shall be nonrefundable unless this Agreement is terminated due to a Seller default or otherwise pursuant to any provision hereof that provides that Buyer is entitled to the return of the Initial Deposit and shall not be credited against the Purchase Price, but rather will constitute consideration to Seller for the potential land value increases over the period of the extended escrow.

(iv) *Impact of Failure to Close Escrow on Deposits.* In the event of the expiration of the Due Diligence and Initial Contingency Periods, without invocation of the Extended Contingency Period as defined in Section 2.6, the Initial Deposit shall become non-refundable except as otherwise expressly provided in this Agreement, and shall, in the event of a failure to Close Escrow (as defined in Section 2.7) be due to Seller as liquidated damages pursuant to Section 7.4 unless Buyer is entitled to the return of the Initial Deposit upon the termination of this Agreement pursuant to the express terms of this Agreement. In the event of the expiration of the Extended Contingency Period, if so invoked, the Additional Deposit shall become non-refundable except as otherwise expressly provided in this Agreement, and shall, in the event of a failure to Close Escrow (as defined in Section 2.7), be due to Seller as liquidated damages pursuant to Section 7.4 unless Buyer is entitled to the return of the Additional Deposit upon the termination of this Agreement pursuant to the express terms of this Agreement. If Buyer cancels escrow, by notifying Seller and Escrow Holder in writing before the expiration of the Due Diligence and Initial Contingency Period, then Buyer shall be entitled to the return of the Initial Deposit. If Buyer cancels escrow, by notifying Seller and Escrow Holder in writing before the expiration of the Extended Contingency Period, if so invoked, then Buyer shall be entitled to the return of the Additional Deposit, but not the Initial Deposit pursuant to Section 1.3(iii) unless and to the extent that Buyer also is entitled to the return of the Initial Deposit upon the termination of this Agreement pursuant to the express terms of this Agreement.

Section 1.4 Payment of the Purchase Price. Buyer shall pay the balance of the Purchase Price to Seller through Escrow in cash, or cash equivalent at the Close of Escrow.

ARTICLE II
ESCROW

Section 2.1 Escrow, Escrow Holder, and Opening of Escrow. Within seventy-two (72) hours following the execution of this Agreement, Buyer and Seller shall open an escrow to facilitate the transaction contemplated by this Agreement ("Escrow") with Chicago Title Company ("Escrow Holder"). For purposes of this Agreement, delivery by Buyer and Seller to Escrow Holder of a fully executed original or counterpart original of this Agreement shall constitute the opening of Escrow ("Opening of Escrow").

Section 2.2 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions ("Escrow Instructions") to Escrow Holder, and Escrow Holder shall hereby be authorized and instructed to deliver the documents and monies to be deposited into the Escrow in strict accordance with the terms of this Agreement. The Parties agree to execute such additional Escrow Instructions consistent with the provisions of this Agreement that are mutually acceptable to the Parties and that may be required by Escrow Holder; provided, however, that the additional Escrow Instructions shall, in no event, exculpate Escrow Holder from acts of negligence and/or willful misconduct in connection with the Escrow. The additional Escrow Instructions shall be executed by Buyer and Seller and returned to Escrow Holder within three (3) business days from the date same are received from Escrow Holder.

Section 2.3 Additional Escrow Instructions. Escrow Holder's general provisions ("Standard Escrow Instructions"), attached hereto as Exhibit "C," shall also constitute Escrow Instructions for purposes of this Agreement and are hereby incorporated herein. As between the Parties, Buyer and Seller agree that if there is any conflict between the terms of this Agreement and the Standard Escrow Instructions, this Agreement shall control.

Section 2.4 Acknowledgment of Escrow Holder. Immediately upon the Opening of Escrow, Escrow Holder shall complete the Acknowledgment of Escrow Officer attached hereto as Exhibit "D" and transmit copies thereof to Buyer, Seller, and their respective legal counsel. Escrow Holder's execution of the Acknowledgment of Escrow Officer acknowledges Escrow Holder's acceptance of the Escrow and identifies the date of the Opening of Escrow.

Section 2.5 Initial Contingency Period. Upon Opening of Escrow, there shall commence an Initial Contingency Period of one hundred and eighty (180) days during which the Buyer shall pursue all actions necessary to obtain approvals and entitlements from the City of Santee ("City") for the Buyer's proposed development of the Property and move toward Close of Escrow, as defined in Section 2.7.

Section 2.6 Extended Contingency Period. At least ten (10) days prior to expiration of the Initial Contingency Period, if Buyer has not obtained all necessary land use entitlements, permits and approvals on terms and conditions acceptable to Buyer, as determined by Buyer and in Buyer's discretion, but wishes to continue to pursue purchase of the Property, Buyer shall provide Seller written notice of Buyer's intent to invoke a second contingency period of one hundred and eighty (180) days ("Extended Contingency Period"). Buyer's notice shall include reasonable evidence of substantial progress, in accordance with the customary entitlement processing time periods in the City, towards obtaining approvals and entitlements from the City

and, to the extent and in form customarily available to real estate developers in the City, reasonable assurance to Seller that the City approval and entitlement process can be completed within the Extended Contingency Period. Seller shall have the sole prerogative to approve or disapprove invocation of the Extended Contingency Period. Upon receipt of Buyer's notice to invoke the Extended Contingency Period and approval of Seller, Seller shall notify Escrow Holder in writing that the Extended Contingency Period is invoked.

Section 2.7 Close of Escrow. Subject to the conditions set forth in this Article II, Escrow shall close ("Close of Escrow") no later than the date (the "Closing Date") that is thirty (30) days the expiration of either (1) the Initial Contingency and Due Diligence Periods, if the Extended Contingency Period is not invoked; or (2) the Extended Contingency Period. In no event shall Close of Escrow occur more than three hundred ninety (390) days after the Opening of Escrow, unless a longer escrow period is mutually agreed to in writing by the Parties by amendment to this Agreement. Close of Escrow shall be evidenced by the recording of a grant deed ("Grant Deed") in the form of Exhibit E, attached hereto and incorporated herein by this reference.

Section 2.8 Preliminary and Supplemental Title Reports. Chicago Title Company ("Title Insurer") shall deliver to Buyer and Seller, within five (5) business days after the Opening of Escrow, a Preliminary Title Report ("PTR") covering the Property, issued by Title Insurer. This PTR shall be accompanied by complete copies of all underlying documents referred to in the PTR as evidencing exceptions to title, and, if requested by Buyer, a plot map plotting all such exceptions and easements disclosed in the PTR, which are reasonably locatable and with the understanding that such plot map shall not be construed as a survey.

Section 2.9 Review of Title Documents. Buyer shall have twenty (20) calendar days following the later to occur of Buyer's receipt of the PTR or the Effective Date within which to notify Escrow Holder and Seller, in writing, of Buyer's disapproval of any exception to title disclosed in the PTR. The notice shall specifically identify the alleged defect or defects in title for which Buyer disapproves ("Notice of Disapproval"). Buyer's failure to provide Escrow Holder and Seller with a Notice of Disapproval within the twenty (20) calendar day time period, following receipt of the PTR, shall constitute Buyer's approval of all exceptions to title shown on the PTR. In the event the PTR is supplemented ("Supplemental PTR") by the Title Insurer, Buyer shall have five (5) calendar days after its receipt of such Supplemental PTR, together with complete and legible copies of all additional documents described therein and a plotting thereof, within which to approve or disapprove any new matters disclosed in such Supplemental PTR. In the event Buyer disapproves a matter disclosed in the PTR or Supplemental PTR, Seller shall have twenty (20) calendar days to provide notice to Buyer if Seller will cure such disapproved item. In the event Seller fails to provide notice of whether Seller will or will not cure such disapproved item, it shall be deemed Seller has determined not to cure the disapproved item. In the event Seller declines to cure, and Buyer declines to waive a disapproved item, the Escrow shall be cancelled with respect to the Property upon written notice by either Party to the Escrow Holder and the other Party and the Initial Deposit and, if applicable, the Additional Deposit shall be returned to Buyer. Upon any such cancellation of Escrow, each Party shall pay one-half of the Escrow cancellation charges.

Section 2.10 Condition of Title. All matters contained in the PTR or Supplemental PTR that are not timely disapproved by Buyer as set forth in Section 2.9 shall be deemed to be permitted exceptions ("Permitted Exceptions"). It shall be a condition precedent to the Buyer's obligation to close Escrow that Title Insurer agree to issue to Buyer at Close of Escrow the title policy referred to in Section 2.18 hereafter insuring the Buyer as the owner of the fee simple title for the Property, which, shall be, except for the Permitted Exceptions, free and clear of all mortgages, liens, charges, encumbrances, leases and other occupancy agreements and all rights of parties in possession thereunder, encroachments, easements, conditions, exceptions, assessments, taxes, or other defects of record in title.

Section 2.11 Obligations of Buyer. In addition to performance by Buyer of all obligations of Buyer contained in this Agreement, on or before one (1) business day prior to the Closing Date, Buyer shall have deposited into Escrow: (i) the balance of the Purchase Price, in immediately available funds, for the Property; and (ii) all other sums and documents reasonably required of Buyer by Escrow Holder to carry out Close of Escrow.

Section 2.12 Obligations of Seller. In addition to fulfilling any other obligations of Seller contained in this Agreement, on or before one (1) business day prior to the Closing Date, Seller shall deposit into Escrow: (i) a Grant Deed to the Property, substantially in the form of Exhibit "E," subject to all Permitted Exceptions), properly executed by Seller and in recordable form; (ii) an assignment of all transferable right, title and interest of Seller in and to all Intangible Property, substantially in the form of Exhibit "F" (the "Assignment"); (iii) all other sums (including, but not limited to, sums necessary to cancel or pay taxes, special taxes, fees, charges, assessments, and other sums) necessary to deliver title as provided herein; and (iv) documents reasonably required of Seller by Escrow Holder to carry out Close of Escrow. Seller shall deliver the Property to Buyer at the Close of Escrow free and clear of all leases and other occupancy agreements and all rights of parties in possession thereunder or with respect to the Property.

Section 2.13 Conditions Precedent to Benefit the Buyer. Close of Escrow is subject to the satisfaction or written waiver by the Buyer of the following conditions precedent:

(i) Seller shall have deposited with Escrow Holder all funds and documents required to be deposited pursuant to Section 2.12;

(ii) Seller shall not be in default of any material obligation under this Agreement, which Escrow Holder shall presume unless the Buyer provides written notice to Escrow Holder that the Buyer believes Seller to so be in default;

(iii) The representations and warranties of Seller under Article IV shall be true and correct in all material respects, which Escrow Holder shall presume unless the Buyer provides written notice to Escrow Holder that the Buyer believes a representation or warranty of Seller to be untrue or incorrect;

(iv) Title Insurer is prepared and committed to issue the policy of title insurance described in Section 2.18; and

(v) Seller and Escrow Holder have cured or caused to be deleted from the title documents each disapproved item as determined pursuant to Section 2.9.

In the event any or all of the foregoing conditions are not satisfied as of the Closing Date, Buyer may elect to either: (i) postpone the Close of Escrow until such condition is corrected or cured by Seller, (ii) deduct from the Purchase Price an amount determined by Buyer to be reasonably necessary to correct or cure the condition precedent set forth above and proceed to the Close of Escrow, or (iii) terminate this Agreement by delivering written notice to Seller on or before the Closing Date, in which instance the parties shall have no further obligations under this Agreement (other than those which expressly survive termination) and the Initial Deposit and, if applicable, the Additional Deposit each shall be promptly returned to Buyer. Notwithstanding the foregoing, in the event that the failure of any such condition also constitutes a default under this Agreement by Seller, then Buyer shall additionally be entitled to pursue its rights and remedies under Article VII hereof.

Section 2.14 Conditions Precedent to Benefit the Seller. Close of Escrow is subject to the satisfaction, or written waiver by Seller, of the following conditions precedent

(i) The Buyer shall have deposited with Escrow Holder all funds and documents required to be deposited pursuant to Section 2.11;

(ii) The Buyer shall not be in default of any material obligation under this Agreement, which Escrow Holder shall presume unless Seller provides written notice to Escrow Holder that Seller believes the Buyer to so be in default; and

(iii) The representations and warranties of the Buyer under Article V shall be true and correct in all material respects, which Escrow Holder shall presume unless Seller provides written notice to Escrow Holder that Seller believes a representation or warranty of the Buyer to so be untrue or incorrect.

In the event any or all of the foregoing conditions are not satisfied as of the Closing Date, Seller may elect to either: (i) terminate this Agreement, by giving written notice of breach to Buyer and providing Buyer with an opportunity to cure, and, except for such obligations which survive a termination of this Agreement, cancel this Escrow by providing written notice to Escrow Holder and Buyer, in which event shall be entitled to the Initial Deposit and, if applicable, the Additional Deposit; or (ii) waive these conditions and proceed to Close of Escrow.

Section 2.15 Condition Precedent to Mutual Benefit of Parties. Close of Escrow is subject to the condition precedent that Escrow has not been cancelled and/or this Agreement terminated by either Buyer or Seller pursuant to any express cancellation or termination provisions in this Agreement in favor of the terminating or cancelling Party. In the event of such action, the Initial Deposit and Additional Deposit shall be distributed as set forth in the relevant provisions of this Agreement.

Section 2.16 Taxes and Assessments. All prior or current taxes, including special taxes, assessments, and improvement fees or charges levied on or against the Property, shall be

prorated to the Close of Escrow. Buyer shall be responsible for all property taxes that become due and payable following the Close of Escrow.

Section 2.17 Payment of Costs. The costs associated with this transaction shall be paid as follows:

(i) Seller shall pay an amount equal to the cost of obtaining a standard form CLTA title insurance policy covering the Property, without any endorsements, in the amount of the Purchase Price including the cost of the PTR. Buyer shall pay any additional costs associated with obtaining an ALTA policy without regional exceptions, including all costs of surveys and any endorsements to the policy obtained by Buyer;

(ii) Seller and Buyer shall share equally in all costs of Escrow, including the Escrow Holder's Escrow fee;

(iii) Seller shall pay the cost of documentary transfer taxes, if any, in connection with the recordation of the Grant Deed;

(iv) Buyer shall pay the cost, if any, of recording the Grant Deed; and

(v) Seller has not approved the payment of a commission to any real estate agent or broker as a result of the sale of the Property. Seller has entered into an agreement with Flocke & Avoyer to provide real estate marketing services for sale of the Property. In the event Buyer utilizes the services of a real estate agent or broker, Buyer shall be solely responsible for the payment of any commission or costs for services provided by such person.

All other closing fees and expenses, including, but not limited to, the Parties' legal expenses, accounting, and consulting fees, and other incidental expenses in connection with this transaction shall be borne by the Party incurring said fees and/or expenses.

Section 2.18 Title Policy. Unless otherwise directed by Buyer, Title Insurer shall deliver to Buyer, through Escrow, a CLTA policy of title insurance in an amount equal to the Purchase Price without regional exceptions insuring Buyer as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, issued by Title Insurer and dated as of Close of Escrow. Buyer may elect to obtain, at its sole cost and expense, an ALTA owners title policy provided the obtaining of same does not delay the Close of Escrow.

Section 2.19 Execution of Other Documents; Compliance with Regulations. The Parties hereto will do such other things and will execute all documents that are reasonably necessary for Close of Escrow to timely occur. This covenant of further assurances shall survive the Close of Escrow. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for such Party to satisfy its respective obligations hereunder in order for the Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities.

Section 2.20 Affidavits of Non-Foreign Status and Title. Prior to Close of Escrow, Seller shall execute and deliver to Escrow Holder and Title Insurer (i) an Affidavit of Non-

Foreign Status, in a form reasonably acceptable to Escrow Holder, (ii) a California FTB Form 593-C, as satisfactory evidence that Seller is not a foreign entity, and (iii) a customary owner's title affidavit, in form reasonably required by Title Insurer, certifying that there are no parties in possession of or mechanics' or materialmen's liens against the Property.

Section 2.21 Recording of Documents and Delivery of Funds. Upon receipt of the funds and instruments described in this Article, and upon the satisfaction or waiver of the conditions precedent to Close of Escrow referred to in this Article, Escrow Holder shall (i) disburse the balance of the Purchase Price (less Seller's closing costs) to Seller in the manner specified by Seller and (ii) cause the Grant Deed, the Assignment and other documents as specified in this Agreement to be recorded in the office of the County Recorder of the County of San Diego, California. Upon Close of Escrow, Escrow Holder shall deliver conformed copies of the Grant Deed, the Assignment and all other appropriate documents to Buyer.

Section 2.22 Escrow Cancellation Charges. Notwithstanding any other provision of this Agreement to the contrary, in the event that Close of Escrow fails to occur as a result of the default of a Party, the defaulting party ("Defaulting Party") shall be liable for all Escrow cancellation charges. In the event that Close of Escrow fails to occur for any other reason, Buyer and Seller shall each be responsible for and shall pay one-half of all Escrow cancellation charges unless specified otherwise in this Agreement.

**ARTICLE III
FEASIBILITY, DUE DILIGENCE AND INSPECTIONS**

Section 3.1 Feasibility, Due Diligence, and Inspection. Buyer shall have one hundred eighty (180) calendar days from the Opening of Escrow ("Due Diligence Period") to complete its due diligence, on the Property. The due diligence shall include, but not be limited to, any investigations for environmental conditions, feasibility of the Property, and any State, Federal, or local requirements for development or use of the Property ("Due Diligence"). After providing Seller with at least twenty-four (24) hours written notice, Buyer and its consultants, agents, contractors, and employees ("Buyer's Agents") shall have the opportunity during the Due Diligence Period to enter the Property during regular business hours or as reasonably necessary to inspect the Property. After providing Seller with at least twenty-four hours written notice, and evidence of insurance covering Buyer's investigations on the Property, Buyer and/or Buyer's Agents may conduct any such tests or inspections as Buyer may elect or deem necessary including, but not limited to, the following:

(i) *General Inspection.* Buyer, at its sole cost and expense, shall review the feasibility of, and all factors relevant to, the use of the Property in the manner anticipated by Buyer, and may conduct any and all inspections, reviews, examinations, and tests of the Property to determine the feasibility of such use. Buyer shall be responsible for any damages to persons or property, including the Property, occurring as a result of Buyer's Due Diligence of the Property

(ii) *Environmental Inspections.* Buyer may conduct whatever environmental tests of the Property are necessary, in its discretion, or otherwise legally required. Should Buyer be

advised of a serious or substantial adverse condition existing on the Property, Buyer shall notify Seller of its discovery within twenty-four (24) hours.

Section 3.2 Consequences of Feasibility and Due Diligence Inspections. If Buyer fails to disapprove, in writing, the physical or environmental condition of the Property prior to the end of the Due Diligence Period, or any extension thereto, Buyer shall be deemed to have approved the physical and environmental condition of the Property. Buyer shall timely notify Seller and Escrow Holder in writing if Buyer disapproves the physical or environmental condition of the Property as a result of any inspection, study, test, or review conducted pursuant to Section 3.1. In such event, within ten (10) calendar days after receipt of any such notification, Seller may either: (i) cancel the Escrow with respect to the Property by delivering written notice to Buyer and Escrow Holder; or (ii) give written notice to Buyer and Escrow Holder that Seller intends to remove or abate the condition prior to Close of Escrow ("Abatement Option"). If Seller elects to exercise the Abatement Option, Seller shall do so at its own cost and expense prior to Close of Escrow, or after Close of Escrow pursuant to a separate written agreement with and acceptable to Buyer, in Buyer's sole and absolute discretion. Notwithstanding any provision to the contrary herein, prior to the expiration of the Due Diligence Period, Buyer, in Buyer's sole and absolute discretion, shall be entitled to terminate its obligation to purchase the Property by providing written notice to Seller and Escrow Holder of its intention to withdraw from the Agreement ("Buyer Termination Notice"); upon such Buyer Termination Notice, the escrow and this Agreement shall be deemed terminated and Buyer, provided Buyer is not in default, shall receive a return of the Initial Deposit. In the event Buyer fails to close Escrow after the Due Diligence Period (other than pursuant to an express termination right in favor of Buyer under this Agreement) or is otherwise in breach of the Agreement, which is not cured, Seller shall retain the Initial Deposit as liquidated damages as set forth under Section 7.4 herein.

Section 3.3 Right to Observe Inspections and Testing. Seller and Seller's consultants may be present and may observe any inspections, studies or tests conducted by Buyer or Buyer's consultants; however, Seller and/or its consultants shall not interfere with, or in any manner impede, any such inspection, study or test, and Buyer shall in no way be responsible for the safety of, or be liable for, Seller and/or its consultants during any such inspection, study or test.

Section 3.4 Repair of the Property. If Escrow is cancelled with respect to the Property, Buyer shall promptly repair any damage it has caused to the Property.

Section 3.5 Seller Information. Ten (10) business days from the Opening of Escrow, Seller shall provide Buyer with copies of any environmental reports, assessments, or other information in Seller's possession concerning the Property, or any portion thereof. In addition, Seller agrees to execute an authorization allowing Buyer to see any plans, permits, etc., that may be on file with the City or other governmental agency related to the Property. Seller shall also deliver to Buyer all documents in Seller's possession including but not limited to the following:

- (i) All soils/geological reports, if any;
- (ii) Environmental Reports, if any;
- (iii) Site plan and most recent existing survey, if any;

- (iv) Full set of building plans, including elevations, if any; and
- (v) Any disclosures.

ARTICLE IV
SELLER'S REPRESENTATIONS AND WARRANTIES

Section 4.1 Seller's Representations and Warranties. Seller warrants and represents that the following facts are true and correct as of the date Seller executes this Agreement and as of the Closing Date, and that the truth and accuracy of such representations and warranties shall constitute a condition to Close of Escrow and shall survive the Close of Escrow for a period of one (1) year.

(i) To Seller's knowledge, there are no actions, suits, material claims, or legal proceedings pending before any court or governmental agency that could have a material, adverse effect on Buyer's purchase, ownership, or intended use of the Property.

(ii) Seller has not granted any, and to Seller's knowledge there are no, liens or encumbrances on, or claims to, or covenants, conditions and restrictions, leases, easements, rights-of-way, except as indicated in the title documents or disclosed in writing to Buyer during the Initial Contingency Period and approved by Buyer.

(iii) (i) Neither this Agreement, nor any action required hereunder, violates or shall violate any contract, agreement, or instrument to which Seller is a party or which affects the Property, or any portion thereof; and (ii) no other person or entity is required to consent to, acknowledge, or execute this Agreement in order to validate its execution by Seller or to permit the consummation of the transactions contemplated herein.

(iv) Seller is not in default with respect to any obligations or liabilities pertaining to the Property, nor to Seller's knowledge is there any existing state of facts or circumstances, or any condition or event, that would constitute or result in any such default upon the giving of notice or the passage of time or both. Seller has not received written notice or otherwise learned of any default or impending default by Seller of any obligations or agreements that could have a material and adverse effect upon the Property.

(v) Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing their inability to pay their debts as they come due; or (vi) made an offer of settlement, extension or composition to their creditors generally.

(vi) To Seller's knowledge, Seller has not received any notice (i) that the Property violates any law or regulations applicable to the Property, including applicable environmental laws, or (ii) regarding any presence of hazardous wastes, toxic substances, or related materials ("Hazardous Materials") on the Property requiring removal or mitigation under applicable laws.

(vii) Seller has the full right and authority to enter into this Agreement and consummate the transactions contemplated herein, and each person signing this Agreement on behalf of Seller is authorized to do so.

As used in this Agreement, the phrase "Seller's knowledge" shall mean the actual knowledge of the District's Superintendent, without any duty to investigate.

ARTICLE V
BUYER'S REPRESENTATIONS AND WARRANTIES

Section 5.1 Buyer's Representations and Warranties. In addition to any other representations and warranties made by Buyer pursuant to this Agreement, Buyer warrants and represents that the following facts are true and correct as of the date Buyer executes this Agreement and as of the Closing Date, and the truth and accuracy of such representations and warranties shall constitute a condition to Close of Escrow.

(i) Neither this Agreement, nor any action required hereunder, violates or shall violate any contract, agreement or instrument to which Buyer is a party. No other person or entity is required to consent to, acknowledge, or execute this Agreement in order to validate its execution by Buyer or to permit the consummation of the transactions contemplated herein.

(ii) Buyer, subject to the provisions of this Agreement, has the full right and authority to enter into this Agreement and consummate the transactions contemplated herein, and each person signing this Agreement on behalf of Buyer is authorized to do so.

(iii) To Buyer's knowledge, except as set forth in this Agreement, there is no existing state of facts or circumstances, or any condition or event that would preclude Buyer from fulfilling its obligations under this Agreement.

As used in this Agreement, the phrase "Buyer's knowledge" shall be limited to the actual knowledge of the signatories to this Agreement on behalf of Buyer and any constructive knowledge imparted to them as a result of any report, study or other documentation in Buyer's possession.

Section 5.2 Buyer hereby covenants and agrees that, subject to Seller's express representations and warranties set forth in this Agreement: (a) The Property is being acquired by Buyer in its "AS IS" and "WITH ALL FAULTS" condition as of the date of the Close of Escrow with respect to any facts, circumstances, statutory compliance matters, environmental or general conditions and defects of the Property. Seller has no obligation to repair or correct any condition, defect or circumstance affecting or relating to the Property or to compensate Buyer for the same. Buyer acknowledges Buyer is solely responsible for investigating the Property. Except as expressly provided herein, Seller makes no representations or warranties of any kind whatsoever, express or implied, regarding the condition of the Property and whether the Property is appropriate for Buyer's intended use; (b) Buyer has or prior to completion of the Due Diligence Period will have fully investigated the Property and all matters pertaining thereto; and (c) Buyer has, or prior to completion of the Due Diligence Period will have, diligently investigated all zoning and land use regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property.

**ARTICLE VI
INDEMNIFICATION**

Section 6.1 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold harmless Seller and its, Board, agents, employees and contractors ("Seller's Agents") from any loss of or damage to the Property and adjacent property owned by person or entity, or injury or death of any person whomsoever, excluding attorneys' fees, to the extent arising from the activities caused in whole or in part by any intentional or negligent act of Buyer or Buyer's Agents, or by any act or omission of Buyer or Buyer's Agents in the exercise of rights arising under this Agreement, or from all mechanic liens, materialmen liens, and other liens resulting from Buyer's exercise of its rights under this Agreement; provided, however, that Buyer shall not be liable in such instances from a loss, damage or injury that is caused by Seller and/or Seller's Agents, employees or contractors, or by any act or omission for which Seller and/or Seller's Agents, employees or contractors are liable without fault of Buyer.

**ARTICLE VII
DISPUTES AND DEFAULT**

Section 7.1 Governing Law. This Agreement shall be construed in accordance with California law.

Section 7.2 Venue for Resolving Disputes. Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Agreement shall be conducted only in the County of San Diego.

Section 7.3 Default. Time is of the essence in this Agreement, and if either Party defaults on its obligations hereunder, then the other Party ("Non-Defaulting Party") may initiate termination of this Agreement by notice in writing to the Defaulting Party and Escrow Holder. If the Defaulting Party has not fully cured the default within fifteen (15) calendar days after receipt of such written notice, the Non-Defaulting Party may instruct Escrow Holder to cancel the Escrow, and the Non-Defaulting Party shall thereupon be released from its obligations under this Agreement. Notwithstanding any other provision of this Agreement, in lieu of canceling the Escrow and terminating this Agreement, or in lieu of any other action or forbearance, after the foregoing fifteen (15) calendar day period, Buyer (provided that Buyer is the Non-Defaulting Party) may file an action in any court of proper jurisdiction for injunctive or other equitable relief, including specific performance.

Section 7.4 Liquidated Damages. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, (1) IF BUYER HAS NOT TERMINATED (OR IS DEEMED NOT TO HAVE TERMINATED) THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE INITIAL CONTINGENCY PERIOD AND IF THE CLOSING OF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL RETAIN THE INITIAL DEPOSIT AS SELLER'S LIQUIDATED DAMAGES; AND (2) IF BUYER HAS NOT TERMINATED (OR IS DEEMED NOT TO HAVE TERMINATED) THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE EXTENDED CONTINGENCY PERIOD, IF SO INVOKED, AND IF THE CLOSING OF**

THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMATED DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL RETAIN THE ADDITIONAL DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. SAID RETENTION OF THE INITIAL DEPOSIT AND, AS APPLICABLE, THE ADDITIONAL DEPOSIT, SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDIES.

THE PARTIES AGREE THAT IT WOULD BE EXTREMELY IMPRACTICABLE AND DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671,1676, AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

Initial (Seller): _____

Initial (Buyer): _____

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.1 Entire Agreement. This Agreement fully and completely expresses the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect thereto. No claim of waiver, modification, consent, or acquiescence with respect to any of the provisions of this Agreement shall be made against either Party, except on the basis of a written instrument executed by or on behalf of such Party.

Section 8.2 Waiver. The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by Buyer or Seller shall not be deemed a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

Section 8.3 Construction of Agreement – Legal Representation. This Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement. Buyer and Seller acknowledge that they have been represented by

counsel of their own choice. Neither Buyer nor Seller is relying upon any legal advice from the other Party's legal counsel regarding the subject matter thereof. Both Parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Buyer nor Seller shall deny the enforceability of any provision of this Agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel or that it did not understand any such term or condition. This Agreement and any ambiguities or uncertainties contained in this Agreement shall be equally and fairly interpreted for the benefit of and against all Parties to this Agreement and shall further be construed and interpreted without reference to the identity of the Party or Parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so.

Section 8.4 Relationship of the Parties. The relationship of the Parties to this Agreement shall be solely that of Buyer and Seller, and nothing herein contained shall be construed otherwise.

Section 8.5 Not for Benefit of Third Parties. This Agreement and every provision hereof are for the exclusive benefit of the Parties to this Agreement and not for the benefit of any third party.

Section 8.6 Assignment. This Agreement shall be binding upon the Parties hereto and their respective heirs, successors or representatives or assigns. Buyer may assign its rights under this Agreement upon written notice and approval by Seller; provided, however, that Buyer shall have the right to assign its rights and obligations under this Agreement without Seller's prior consent to any affiliate, including an entity which is controlled by, controls, is under common control with Buyer, or to any entity in which Buyer has an equity interest. No such assignment shall, however, relieve Buyer of its obligations under this Agreement.

Section 8.7 Survival of Terms. All warranties, representations, covenants and conditions contained herein, shall survive the Close of Escrow for a period of one (1) year from the Close of Escrow.

Section 8.8 Headings and References. The headings and captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. All uses of the words "Article(s)" and "Section(s)" in this Agreement are references to articles and sections of this Agreement, unless otherwise specified.

Section 8.9 Notices. All notices, demands and other communications given or required to be given pursuant to this Agreement shall be in writing, duly addressed as indicated below, and given by personal delivery, registered or certified mail (postage prepaid and return receipt requested), Federal Express or other reliable private express delivery, or by facsimile transmission (with original to follow via first-class U.S. Mail) or electronic mail (with original to follow via first-class U.S. Mail). Such notices, demands or other communications shall be deemed received: (i) immediately upon delivery if personally delivered, sent by facsimile transmission, or sent by electronic mail; or (ii) after three business days if given or sent by any other approved method specified above. Any Party specified below may, for purposes of this

Agreement, change its name, address, facsimile number, or electronic mailing address, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notice, demand, or communication sent to Buyer should also be sent to Buyer's legal counsel, and a copy of any notice, demand, or communication sent to Seller should also be sent to Seller's legal counsel. Notices, demands, and communications shall be duly addressed as follows:

To Seller:

Mr. Karl Christensen
Assistant Superintendent, Business Services
Santee School District
9625 Cuyamaca Street

Santee, CA 92071
(619) 258-2321 (telephone)
(619) 258-2241 (facsimile)
karl.christensen@santeesd.net (e-mail)

To Buyer:

Mr. Brig Black
Executive Vice President
LCP West, LLC
c/o Lincoln Property Company Commercial,
Inc.

600 B Street, Suite 2480
San Diego, CA 92101
(619) 230-8885 (telephone)
(619) 230-8887 (facsimile)
bblack@lpc.com (email)

With a copy to:

Seller's Legal Counsel

Wendy H. Wiles
Bowie, Arneson, Wiles & Giannone

4920 Campus Drive
Newport Beach, CA 92660
(949) 851-1300 (telephone)
(949) 851-2014 (facsimile)
wwiles@bawg.com (e-mail)

Buyer's Representative

Tom Crosbie, Esq.
Crosbie Gliner Shiffman Southard &
Swanson LLP

12750 High Bluff Drive, Suite 250
San Diego, CA 92130
(858) 367-7692 (telephone)
(858) 345-1991 (facsimile)
tcrosbie@cgs3.com

Escrow Holder:

Chicago Title Company
Della DuCharme, C&I Escrow Officer
701 B Street, SUITE 1120
San Diego, CA 92101
(619) 230-6363 direct
(619) 230-6368 fax
619-839-3866 Efax
della.ducharme@ctt.com

Section 8.10 Incorporation of Recitals and Exhibits. All Recitals and Exhibits attached hereto and referred to herein are incorporated into and are an effective part of this Agreement.

Section 8.11 Severability. If any article, section, subsection, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining articles, sections, subsections, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

Section 8.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Facsimile and electronically scanned copies shall be treated as originals.

Section 8.13 Time of Essence. Time shall be of the essence with respect to the obligations of the Parties hereunder.

Section 8.14 Meaning of Terms. When necessary herein, all terms used in the singular shall apply to the plural, and *vice versa*; and all terms used in the masculine shall apply to the neuter and feminine genders.

Section 8.15 Counting of Days. Unless expressly specified herein, any reference to "days" shall mean calendar days.

IN WITNESS OF THE FOREGOING, the undersigned execute this Agreement on behalf of Buyer and Seller.

SANTEE SCHOOL DISTRICT

Date: _____, 2017

By: _____
Kristin Baranski
Superintendent

LPC WEST, LLC, a Delaware limited liability company

Date: _____, 2017

By: _____

Approved as to Form By:

Bowie, Arneson, Wiles & Giannone

By: _____
Wendy H. Wiles, Legal Counsel for Seller

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS AGREEMENT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 14 OF THE SUBDIVISION OF LOTS "H" AND "O" OF RANCHO EL CAJON, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, TOGETHER WITH A PORTION OF MISSION AVENUE AND COTTONWOOD AVENUE LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MISSION AVENUE WITH THE CENTER LINE OF COTTONWOOD AVENUE; THENCE EAST ALONG SAID CENTER LINE OF MISSION AVENUE 1085.70 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE SANTEE SCHOOL DISTRICT OF SAN DIEGO BY DEED RECORDED DECEMBER 23, 1948 IN BOOK 3509, PAGE 109 OF OFFICIAL RECORDS; THENCE SOUTH TO AN INTERSECTION WITH THE SOUTHERLY LINE OF MISSION AVENUE; THENCE ALONG THE SOUTHERLY LINE OF MISSION AVENUE EAST 198.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 3 OF SAID BLOCK 14; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3 AND THE SOUTHERLY PROLONGATION THEREOF TO THE SOUTHEASTERLY BOUNDARY OF LOT 7 IN BLOCK 14; THENCE ALONG THE SOUTHEASTERLY BOUNDARY, SOUTHWESTERLY TO THE SOUTHERLY LINE OF SAID LOT; THENCE ALONG THE SOUTHERLY LINE, WESTERLY TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 4 IN SAID BLOCK 14; THENCE NORTHERLY ALONG SAID PROLONGATION 175.00 FEET TO THE SOUTHEASTERLY CORNER OF LAND DESCRIBED IN DEED TO THE SANTEE SCHOOL DISTRICT OF SAN DIEGO COUNTY BY DEED RECORDED AUGUST 4, 1949 IN BOOK 3277, PAGE 84 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF THE LAST MENTIONED LAND AND ALONG A LINE DRAWN PARALLEL WITH AND 175.00 FEET NORTHERLY FROM THE SOUTH LINE OF SAID LOTS 4, 5, 6, AND 7 WEST 1035.70 FEET TO THE WEST LINE OF SAID LOT 6; THENCE NORTHERLY ALONG SAID WEST LINE 83.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF MISSION AVENUE 30.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF COTTONWOOD AVENUE; THENCE NORTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING.

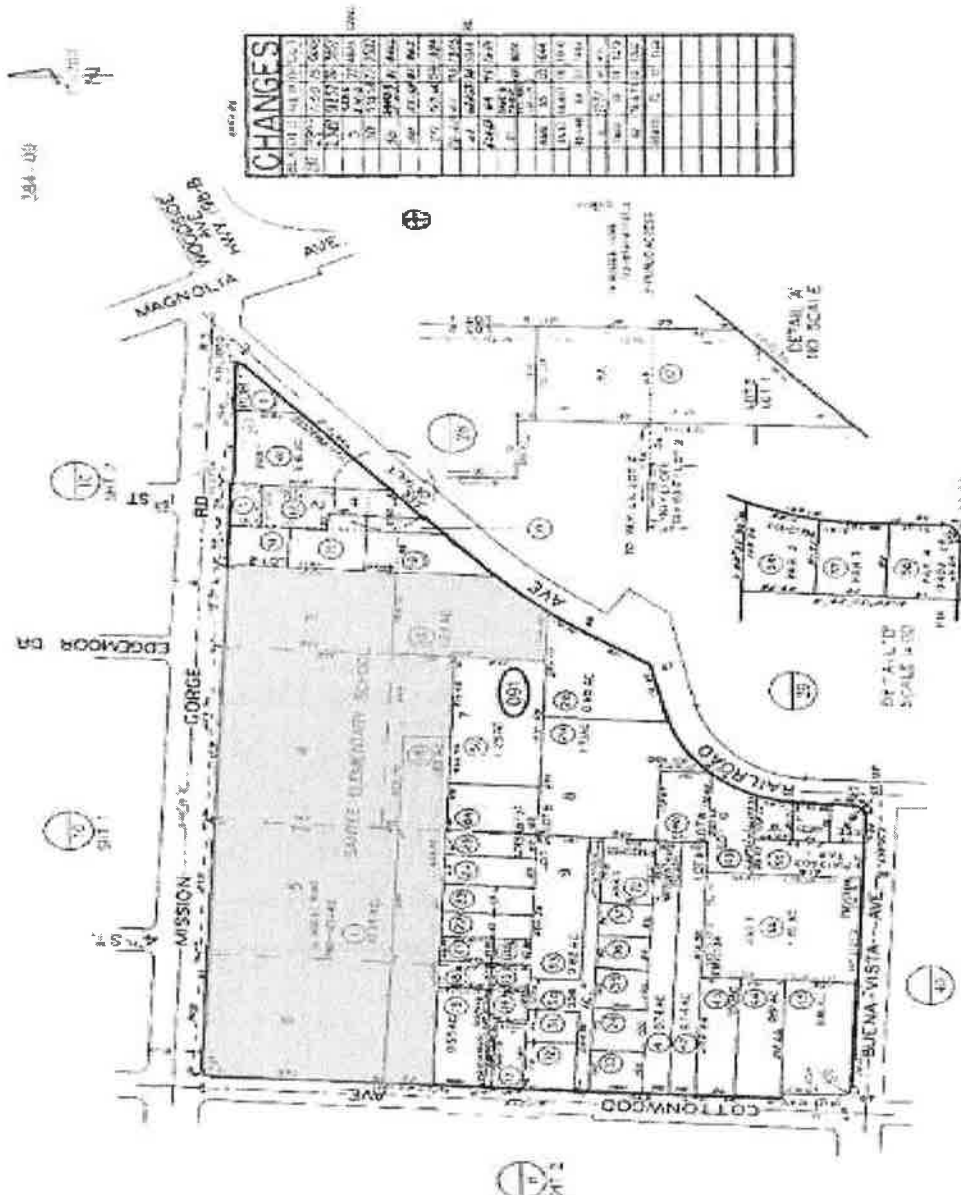
APN: 384-091-01, 13 & 14

EXHIBIT B

DEPICTION OF PROPERTY

Santee School District - 10335 Mission Gorge Road, Santee, CA 92071

Assessor's Parcel Map



CHANGES	
APN	ACRES
10335	1.00
10336	1.00
10337	1.00
10338	1.00
10339	1.00
10340	1.00
10341	1.00
10342	1.00
10343	1.00
10344	1.00
10345	1.00
10346	1.00
10347	1.00
10348	1.00
10349	1.00
10350	1.00
10351	1.00
10352	1.00
10353	1.00
10354	1.00
10355	1.00
10356	1.00
10357	1.00
10358	1.00
10359	1.00
10360	1.00
10361	1.00
10362	1.00
10363	1.00
10364	1.00
10365	1.00
10366	1.00
10367	1.00
10368	1.00
10369	1.00
10370	1.00
10371	1.00
10372	1.00
10373	1.00
10374	1.00
10375	1.00
10376	1.00
10377	1.00
10378	1.00
10379	1.00
10380	1.00
10381	1.00
10382	1.00
10383	1.00
10384	1.00
10385	1.00
10386	1.00
10387	1.00
10388	1.00
10389	1.00
10390	1.00
10391	1.00
10392	1.00
10393	1.00
10394	1.00
10395	1.00
10396	1.00
10397	1.00
10398	1.00
10399	1.00
10400	1.00

MAP 817 - RANCHO EL CAJON H & O TRACT - BLK 14
 ROS 7520, 6802, 17498 (0545)

THIS MAP IS PREPARED FOR THE ASSESSOR'S OFFICE ONLY. NO WARRANTY IS
 ASSURED FOR THE ACCURACY OF THE DATA PROVIDED. ASSESSOR'S PARCELS
 ARE NOT GUARANTEED TO BE EXACT. DIMENSIONS OF LOTS, DISTANCES



16

000-186

EXHIBIT C
STANDARD ESCROW INSTRUCTIONS
(TO BE ATTACHED UPON OPENING OF ESCROW)

EXHIBIT D

ACKNOWLEDGMENT OF ESCROW OFFICER

The undersigned Escrow Holder is in receipt of this PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE SANTEE SCHOOL DISTRICT AND _____, dated as of this ____ day of _____, 2017, and, in accordance therewith states that _____, 2017, is the date of the opening of the Escrow. The undersigned Escrow Holder agrees to act as Escrow Holder pursuant to the terms of the Agreement.

Chicago Title Company

By: _____
Name: _____
Title: _____

EXHIBIT E
GRANT DEED

Recording Requested By and When
Recorded Mail this Grant Deed
And All Tax Statements To:

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, SANTEE SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("Grantor"), hereby grants to _____, a _____ ("Grantee"), that certain real property located in the City of Santee, County of San Diego, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this instrument is executed as of this _____ day of _____, 2017.

GRANTORS:

SANTEE SCHOOL DISTRICT

By: _____
Kristin Baranski, Superintendent

[PLEASE NOTARIZE SIGNATURES]

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS AGREEMENT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 3, 4, 5, 6 AND 7 IN BLOCK 14 OF THE SUBDIVISION OF LOTS "H" AND "O" OF RANCHO EL CAJON, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, TOGETHER WITH A PORTION OF MISSION AVENUE AND COTTONWOOD AVENUE LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

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APN: 384-091-01, 13 & 14

EXHIBIT F

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION ("Assignment") is made this ___ day of _____, 201_, by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Purchase Agreement and Escrow Instructions Between _____ and _____ (the "Agreement") dated as of August ___, 2017, respecting the sale of certain "Property" (as defined in the Agreement). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

B. Under the Agreement, Assignor agrees to assign to Assignee, and Assignee agrees to assume, to the extent transferable by Assignor, all of Assignor's right, title and interest in and to the Intangible Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Intangible Property, and Assignee hereby accepts such assignment.

By acceptance of this Assignment, Assignee hereby assumes the performance of all of the terms, obligations, covenants and conditions imposed upon Assignor under the Intangible Property first arising or accruing from and after the Close of Escrow. Assignee hereby assumes all obligations of any nature whatsoever under the Intangible Property first arising or accruing from and after the Close of Escrow.

Assignee hereby agrees to indemnify, defend and hold harmless Assignor, its agents and its and their successors and assigns from and against any and all claims, losses, liabilities, demands and expenses of whatever nature, including reasonable attorneys' fees, suffered or incurred by Assignor by reason of any breach by Assignee of any of its obligations under this Assignment or arising out of anything pertaining to the Intangible Property first arising or accruing from and after the Close of Escrow. Assignor hereby agrees to indemnify, defend and hold harmless Assignee, its agents and its and their successors and assigns from and against any and all claims, losses, liabilities, demands and expenses of whatever nature, including reasonable attorneys' fees, suffered or incurred by Assignee by reason of any breach by Assignor of any of its obligations under this Assignment or arising out of anything pertaining to the Intangible Property arising prior to the Close of Escrow.

This Assignment shall be binding upon and inure to the benefit of the successors and assignees of all the respective parties hereto.

This Assignment and the obligations of the parties hereunder shall survive the closing of the transaction referred to in the Agreement and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of California, and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

_____,

a

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____
By: _____
Name: _____
Title: _____

Discussion and/or Action Item E.2.2.
Prepared by Karl Christensen
September 5, 2017

Authorization to Solicit Formal Bids for
Installation of Modular Classrooms at
Pepper Drive and Rio Seco Schools

BACKGROUND:

On June 6, 2017, the Board of Education authorized Administration to send priority funding request letters to the Office of Public School Construction (OPSC) for the Pepper Drive and Rio Seco School Modular Classroom Projects.

The State Allocation Board (SAB) recently moved these projects to the Unfunded Approvals with Lack of AB55 Funds List. The next steps are:

- State issues bonds (Anticipated in Fall 2017, State Bond Sale).
- SAB apportions funds to projects (Anticipated in Fall by December 2017).
- District must have let a contract for construction and submit Funding Release Request within 90 days of SAB apportionment action. (Anticipated to be required in December 2017).
- If District does not submit a Funding Release Request, these projects would be removed from the Unfunded Approvals List and a new application for State Grant Funding would be required

If State bonds are sold and funds are apportioned, \$2.5 million in State funding would be available for the Modular Classroom projects. Administration is seeking authorization to solicit formal bids for these projects to be ready to submit for Funding Release. Awarding of the bids would be contingent upon the apportionment of State funds and identification of sufficient local funds to complete the projects.

The tentative schedule established for these projects is as follows:

Board Adoption of Categorical Exemption	September 5, 2017
30-Day Filing/Waiting Period	September 5, through October 5, 2017
Board Initiation of Bid Process	September 5, 2017
Posting of Formal Bids	September 6, through October 5, 2017
Bid Due Date	November 7, 2017
Board Approval of Contract	December 5, 2017
Manufacturing of Modular Classrooms	December 2017 through April 2018
Onsite Construction at Rio Seco	January through June 2018
Onsite Demolition of Old Relos at Pepper Drive	March 26 through April 6, 2018
Onsite Construction of Foundations/Modulars	March 26 through August 15, 2018
Onsite Demolition at Rio Seco	June through August 2018

RECOMMENDATION:

It is recommended that the Board of Education authorize staff to solicit formal bids for the installation of Modular Classrooms at Pepper Drive and Rio Seco Schools.

This recommendation supports the following District goals:

Fiscal Accountability

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

FISCAL IMPACT:

The estimate for these projects provided at the June 6, 2017 meeting was \$4.5 million but this amount is subject to change depending on bids and calculation of soft costs.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

Discussion and/or Action Item E.2.3. Approval of 2016-17 Unaudited Actuals Report
Prepared by Karl Christensen
September 5, 2017

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, 2017 are summarized in the District's 2016-17 Unaudited Actuals Report. This report includes all required State forms and schedules.

The District's 2016-17 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. Additionally, the Unaudited Actuals are subject to audit by the District's independent auditor. The auditor's opinion is due in December.

Administration will provide a brief report highlighting financial results for the 2016-17 fiscal year and the updated Multi-Year Projection.

RECOMMENDATION:

It is recommended that the Board of Education approve the 2016-17 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 2016-17 fiscal year and revised projections for the two subsequent years will be provided at the Board meeting.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.3.

Item F. BOARD POLICIES AND BYLAWS

Board Policies and Bylaws Item F.1.1.
Prepared by Kristin Baranski
September 5, 2017

First Reading: Board Bylaw 9240
Board Development

BACKGROUND:

Board Bylaw 9240, Board Development, was revised May 5, 2009, and is no longer current based upon California School Board Association's (CSBA) suggested language. The recommended changes will bring Board Bylaw 9240 current to CSBA's proposed language.

RECOMMENDATION:

It is recommended that the Board of Education review Board Policy 9240, Board Development as a first reading. Board Policy 9240, will return for a second reading and request for approval.

FISCAL IMPACT:

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

STUDENT ACHIEVMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Item F.1.1.

BOARD DEVELOPMENT

The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

~~Citizens elected to the Governing Board are entrusted with the responsibility of governing district schools. The Board recognizes that its members need training that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.~~

The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.

(cf. 9230 - Orientation)

All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.

~~Funds for Board development shall be budgeted annually for each Board member.~~

Funds for board training shall be budgeted annually for the Board and each Board member. In selecting appropriate activities, the Board and/or individual Board members shall consider activities that are aligned with the district's vision and goals and the needs of the Board or individual member to obtain specific knowledge and skills.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 3100 - Budget)

(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

Board members may attend a conference or similar public gathering with other Board members and/or with the Superintendent or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the district's jurisdiction, so as not to violate the Brown Act open meeting laws pursuant to Government Code 54952.2.

(cf. 9320 - Meetings and Notices)

~~All Board members may attend conferences for the purpose of Board development. Board business shall not be discussed at conferences.~~

Board members shall report to the Board, orally or in writing, on the board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.

~~Board members shall report to the Board, orally or in writing, as soon as possible on the inservice activities they attend.~~

Legal Reference:

EDUCATION CODE

~~33360 Department of Education and statewide association of school district boards: annual workshop~~

GOVERNMENT CODE

~~54950-54962 The Ralph M. Brown Act, especially~~

~~54952.2 Meeting~~

GOVERNMENT CODE

~~54950-54963 The Ralph M. Brown Act, especially:~~

~~54952.2 Meeting~~

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards for School Boards

WEB SITES

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

California County Boards of Education: <http://www.theccbe.org>

National School Boards Association: <http://www.nsba.org>

Item G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

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. **Consideration of Student Matters** (Ed. Code § 48918)
Student #: 6-1617
2. **Conference with Legal Counsel - Anticipated Litigation** (Gov't. Code § 54956.9)
3. **Conference with Labor Negotiator** (Gov't. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)
4. **Conference with Labor Negotiator** (Gov't. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)
5. **Public Employee Performance Evaluation** (Gov't. Code § 54957)
Superintendent

Item I. RECONVENE TO PUBLIC SESSION

Item J. ADJOURNMENT

Agenda Items G, H, I, and J.