



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
 October 16, 2018**

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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D. CONSENT ITEMS	15
<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>	
Superintendent	
1.1. <u>Approval of Minutes</u>	16
<i>It is recommended that the Board of Education approve meeting minutes with any necessary modifications.</i>	

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

- 1.2. Approval to Cancel November 20, 2018 Regularly Scheduled Meeting of the Board of Education** 25
It is recommended that the Board of Education approve canceling the November 20, 2018 regularly scheduled meeting.

Business Services

- 2.1. Approval/Ratification of Travel Requests** 26
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. Approval/Ratification of Expenditure Warrants** 28
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of September.
- 2.3. Approval/Ratification of Purchase Orders** 30
It is recommended that the Board of Education approve and ratify purchase orders for the month of September as presented in the item.
- 2.4. Acceptance of Donations, Grants, and Bequests** 39
It is recommended that the Board of Education accept donations, grants, and/or bequests listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.5. Approval/Ratification of Agreements for Mileage Reimbursement In Lieu of District Transportation** 40
It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.
- 2.6. Approval/Authorization/Ratification of Change Order #1 and Filing of Notice of Completion for Bid #1718-077-109 – Installation and Site Work for New Modular Classroom Buildings at Rio Seco School** 41
It is recommended that the Board of Education Approve/Ratify Change Order #1 and Authorize/Ratify filing of Notice of Completion documents for Bid #1718-077-109 – Installation and Site Work of New Modular Classroom Buildings at Rio Seco School.
- 2.7. Award of Bid for Off-Site Fuel Purchases** 43
It is recommended that the Board of Education award the bid for off-site fuel purchases to The SOCO Group.
- 2.8. Approval of Amendment to Agreement with DS&C to Serve as Dissemination Agent for Annual Continuing Disclosure Requirements Related to Long Term Debt** 45
It is recommended that the Board of Education approve the Amendment to the Agreement with DS&C to serve as dissemination agent for annual continuing disclosure requirements related to Long Term Debt.
- 2.9. Approval/Ratification of Memorandum of Understanding with the City of Santee and Santana National Little League To Install Safety Netting at One Rio Seco Ballfield** 47
It is recommended that the Board of Education approve/ratify the Memorandum of Understanding with the City of Santee and Santana National Little League to install safety netting at one Rio Seco ballfield.

Educational Services

- 3.1. Approval of Nonpublic Master Contract with San Diego Center for Children for Residential Treatment Center Services and Nonpublic School Services** 54
It is recommended that the Board of Education approve the Nonpublic Master Contract with San Diego Center for Children for Residential Treatment Center Services and Nonpublic School Services for one student for the term October 11, 2018 through June 30, 2019.

- 3.2. Approval of Nonpublic School Master Contract with Excelsior Academy for Nonpublic School Services** 55
It is recommended that the Board of Education approve the Nonpublic School Master Contract with Excelsior Academy for Nonpublic School Services for one student for the 2018-2019 school year.

Human Resource/Pupil Services

- 4.1. Personnel, Regular** 56
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.

- 4.2. Adoption of Proclamation Endorsing the Great American Smokeout on November 15, 2018** 59
It is recommended that the Board of Education adopt the proclamation to promote the Great American Smokeout in support of a healthier Santee Community.

- 4.3. Short Term Positions** 61
It is recommended that the Board of Education approve the short-term positions.

- E. DISCUSSION AND/OR ACTION ITEMS** 62
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. Board Legislative Goals for 2019** 63
Proposed Board Legislative Goals for 2019 will be presented for Board consideration. Action is at the direction of the Board of Education.

Business Services

- 2.1. Authorization to Solicit Informal Bids through the CUPCCAC Process for Reroofing the Cajon Park Annex** 66
It is recommended that the Board of Education authorize utilizing the CUPCCAC process to solicit informal bids for reroofing the Cajon Park Annex.

- 2.2. Adoption of Resolution No. 1718-12 for the Sale of Former Santee School Site to Third Highest Bidder and Approval of Purchase Agreement and Escrow Instructions with Cameron Brothers Construction Company, LP** 67
It is recommended that the Board of Education adopt Resolution No. 1718-12 and Approve the Purchase Agreement and Escrow Instructions with Cameron Brothers Construction Company, LP for Purchase of the Former Santee School Site Property.

Human Resource/Pupil Services

- 3.1. Acceptance of 2017-2018 School Program Services Year End Report** 101
It is recommended that the Board of Education review and accept the School Program Services 2017-2018 Year End Report.

- 3.2. Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263** 102
It is recommended that the Board of Education adopt the resolutions authorizing teacher assignments under Education Code sections 44256(b), 44258.2, and 44263.

F.	BOARD POLICIES AND BYLAWS	104
1.1.	<u>Second Reading: Revised Board Policy 6171, Title I Programs</u> Board Policy 6171, Title I Programs, is presented for a second reading. It is recommended that the Board of Education approve revised Board Policy 6171, Title I Programs.	105
1.2.	<u>Second Reading: Revised Board Policy 5145.3, Nondiscrimination/Harassment</u> Board Policy 5145.3, Nondiscrimination/Harassment, is presented for a second reading. It is recommended that the Board of Education approve revised Board Policy 5145.3, Nondiscrimination/Harassment.	110
1.3.	<u>First Reading: Revised Board Policy 6162.51, State Academic Achievement Tests</u> Revised Board Policy 6162.51, State Academic Achievement Tests, is presented for a first reading. Action, if any, is at the discretion of the Board of Education.	114
G.	EMPLOYEE ASSOCIATION COMMUNICATION	117
H.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	117
I.	CLOSED SESSION	117
1.	<u>Conference with Legal Counsel – Existing Litigation</u> (Gov't. Code § 54956.9) - OAH #: 2018090814	
2.	<u>Conference with Labor Negotiator</u> (Gov't. Code § 54956.8) <i>Purpose:</i> Negotiations <i>Agency Negotiators:</i> Tim Larson, Assistant Superintendent <i>Employee Organizations:</i> Santee Teachers Association (STA); and Classified School Employees Association (CSEA)	
3.	<u>Public Employee Performance Evaluation</u> (Gov't. Code § 54957) <i>Superintendent</i>	
J.	RECONVENE TO PUBLIC SESSION	117
K.	ADJOURNMENT	117

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 November 6, 2018, at 7:00 p.m., in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

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

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 October 16, 2018, 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 on Education: Rio Seco School
3. Report on 2018 CAASPP Results
4. Process for Development of Local Control Accountability Plan Annual Update for 2019-20

**DEVELOPER FEES COLLECTION REPORT
2018-19
CUMULATIVE THROUGH October 2, 2018**

Residential Rate: \$2.16 per square foot - effective 6/19/16 - 6/19/18; \$2.35 per square foot - effective 6/20/18
Commercial Rate: \$0.35 per square foot - effective 6/19/16 - 6/19/18; \$0.38 per square foot - effective 6/20/18
Self Storage Rate: \$0.15 per square foot - effective 6/19/16 - 6/19/18; \$0.07 per square foot - effective 6/20/18

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
		10920 Summit Ave. (Exempt)	07/09/18	9,263	\$0.00	CP
	X	9433 Mandeville Road	07/19/18	798	\$1,875.30	CH
	X	681 Kenney Street	07/25/18	815	\$309.70	PD
	X	9707 Abbeyfield Road	07/25/18	868	\$2,039.80	RS
	X	8983, 8987, 8999, 9013, 9023, 9045, 8059 Hightail Dr.				
		8966, 8954 Trailridge Ave	07/30/18	594	\$1,395.00	CO
	X	1731 Garywood St.	08/20/18	772	\$1,814.20	PD
	X	1329 Wenatchee Ave	08/28/18	802	\$1,884.70	PD
	X	9078 Hightail Drive	09/18/18	273	\$641.55	CO
TOTAL PAGE 1					\$9,960.25	

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

Requests For Use Of Facilities - October 16, 2018

Group	Location	Date	Days	Time	Attend	Fees Applied
<u>Cajon Park</u>						
Girl Scouts of San Diego Troop 6791 (Meetings)	Classroom	9/10/18 - 6/3/19	Monday	4:30 pm - 6:00 pm	12 - 20	
Cajon Park Binary Dragons (Robotics Team Meetings)	Robotics Room	9/19/18 - 6/5/19	Wednesday	6:00 pm - 8:00 pm	10	
Momentum Tutoring (Non-Profit Tutoring)	Classroom	10/1/18 - 5/23/19	Mon - Thurs	1:30 pm - 3:30 pm	10 - 20	
Santana National Little League (Board Member Meetings)	Multi-Purpose	10/2/18 - 12/4/18	Tues/Thurs	5:30 pm - 7:00 pm	15	
Robofalcons (Lego Robotics)	Engineering Lab	10/4/18 - 10/25/18	Thursday	2:00 pm - 4:00 pm	6 - 12	
Fit Kids America (Flag Football, Hip-Hop, Cheer)	Grass Quad/Lower Field	10/4/18 - 6/6/19	Thursday	1:45 pm - 2:45 pm	4 - 24	
San Diego Basketball.com (Basketball Clinic)	Outdoor Basketball Court	10/8/18 - 12/10/18	Monday	2:05 pm - 4:05 pm	10 - 15	TBD
PTSA Carnival	Lower Field/Playground	10/13/18	Saturday	12:00 pm - 9:00 pm	400	TBD
Measure S Information Meeting	Multi-Purpose Room	10/25/18	Thursday	6:00 pm - 8:00 pm	200	
<u>Carlton Hills</u>						
San Diego Basketball.com (Basketball Clinic)	Outdoor Basketball Court	10/8/18 - 12/10/18	Monday	2:05 pm - 4:05 pm	10 - 15	TBD
<u>Carlton Oaks</u>						
Pickwick Players (Theatre Rehearsals)	Multi-Purpose/Classroom	9/8/18 - 11/24/18	Mon - Thurs	6:00 pm - 10:00 pm	20	
Pickwick Players (Theatre Rehearsals)	Multi-Purpose/Classroom	9/8/18 - 11/24/18	Saturday	9:00 am - 2:00 pm	20	
Pickwick Players (Theatre Rehearsals)	Multi-Purpose/Classroom	9/8/18 - 11/24/18	Sunday	5:00 pm - 9:00 pm	20	
<u>Chet F. Harritt</u>						
San Diego Basketball.com (Basketball Clinic)	Outdoor Basketball Court	10/9/18 - 12/4/18	Tuesday	1:40 pm - 3:40 pm	10 - 15	TBD
Measure S Information Meeting	Multi-Purpose Room	10/18/18	Thursday	6:00 pm - 8:00 pm	200	
<u>ERC</u>						
ALT (8th Grade Promotion Practice/Promo)	Board Room	6/4/18	Tuesday	9:00 am - 12:00 pm	30	
ALT (8th Grade Promotion Practice/Promo)	Board Room	6/6/18	Thursday	8:00 am - 12:30 pm	30	
<u>Hill Creek</u>						
East San Diego Soccer Shots LLC (Enrichment Program)	Playfields	9/11/18 - 12/11/18	Tuesday	1:40 pm - 2:35 pm	5 - 30	
Sonshine Club (After-School Club)	Multi-Purpose	10/2/18 - 6/4/19	Tuesday	1:00 pm - 3:15 pm	25 - 40	
Sonshine Haven (Higher Ground Club)	Classroom	10/2/18 - 6/4/19	Tuesday	2:00 pm - 3:30 pm	20	
Hill Creek PTSA Fall Carnival	Fields & Blacktop	10/20/18	Saturday	8:00 am - 10:00 pm	600	TBD
<u>Pepper Drive</u>						
Higher Ground/Sonshine Haven (After-School Club)	Classroom	9/26/18 - 6/5/19	Wednesday	2:45 pm - 4:00 pm	25	
<u>PRIDE Academy (Prospect Avenue)</u>						
Girl Scout Troop 5146 (Meetings)	Multi-Purpose	9/26/18	Wednesday	5:00 pm - 8:00 pm	50	
Girl Scout Troop 5201 (Meetings)	Multi-Purpose	9/6/18 - 6/6/19	Thursday	5:30 pm - 7:00 pm	35 - 40	
Girl Scout Troop 5201 (Meetings)	Classroom	10/3/18 - 1/23/19	Wednesday	5:30 pm - 6:30 pm	5 - 8	
<u>Rio Seco</u>						
Girl Scouts (Brainstorm with Community)	Multi-Purpose	10/15/18	Monday	5:45 pm - 7:30 pm	30 - 50	
K-6 NGSS Cohort - Santee School District (Professional Learning	Multi-Purpose	10/18/18 - 3/6/19	Wed/Thurs	7:30 am - 3:30 pm	25	
County of San Diego Registrar of Voters (Collection of Ballots)	Parking Lot	11/06/18	Tuesday	7:00 pm - 11:00 pm	50	TBD
Superintendent's Office (LCAP Annual Review)	Multi-Purpose	3/12/19	Tuesday	3:30 pm - 8:00 pm	80	

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

Santee School District
 ENROLLMENT REPORT
 10/5/2018
 Month 3 Week 1
 School Week 7

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	10/05/18	10/06/2017	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	10/05/2018	10/06/17	# Diff	% Diff	10/05/18	09/29/18	# Diff
Cajon Park		14	108	90	101	94	93	117	108	114	92	931	931	0	0.0%	1	3	10	6	7	4	11	8	13	63	73	-10	-13.7%	994	999	-5	
Carlton Hills	0	22	74	63	72	69	75	56	56	64	62	613	601	12	2.0%	7	5	4	5	4	3	6	2	9	45	32	13	40.6%	658	658	0	
Carlton Oaks			82	83	80	87	74	70	98	94	124	792	780	12	1.5%	5	7	7	7	5	9	6	11	11	68	58	10	17.2%	860	862	-2	
Chet F. Harritt	0	13	85	80	72	85	68	65	53	48	63	632	637	-5	-0.8%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hill Creek		24	79	98	88	95	78	79	75	81	66	731	736	-5	-0.7%	4	3	4	1	6	4	1	0	0	23	15	8	53.3%	754	753	1	
Pepper Drive			99	103	113	106	87	134	110	102	104	958	973	-15	-1.5%	0	0	0	0	0	0	0	6	3	2	11	8	3	37.5%	969	970	-1
Pride Academy	0	21	53	68	70	66	64	57	75	45	47	566	565	1	0.2%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rio Seco			93	100	115	92	104	111	113	124	93	945	932	13	1.4%	5	6	6	2	2	6	11	11	7	56	56	0	0.0%	1001	1001	0	
Sycamore Canyon		19	61	65	54	35	44	45	29	0	0	352	361	-9	-2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL	0	113	734	750	763	719	687	734	717	652	651	6520	6516	4	0.1%	0	22	24	31	21	24	26	41	35	42	266	242	24	9.9%	6786	6,799	-13
Alternative School			2	0	2	5	3	2	4	3	5	26	24	2	8.3%														26	26	0	
Santee Success									1	4		5	3	2	66.7%											0	0	0	0	0	0	0
NPS												0	0							1		2		3	1	7	14	-7	-50.0%	7	7	0
SUBTOTAL			2	0	2	5	3	2	4	4	9	31	27	4	14.8%	0	0	0	0	1	0	2	0	3	1	7	14	-7	-50.0%	38	37	1
TOTAL	0	113	736	750	765	724	690	736	721	656	660	6551	6,543	8	0.1%	0	22	24	31	22	24	28	41	38	43	273	256	17	6.6%	6824	6836	-12

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

	PK	EAK 4yo	Total All
Cajon Park	0	0	994
Carlton Hills	0	0	658
Chet F Harritt	0	0	632
Hill Creek	0	0	754
Prospect Ave	0	0	566
Sycamore Canyon	54	0	406
Total PK/EAK	54	0	

Total Enrollment Including PK
6878

Schedule of Upcoming Events

Date	Event
October 16	Board Meeting; 7:00 pm
October 18	<ul style="list-style-type: none"> • Character Education and School Climate Advisory Committee; 5:00 pm, ERC • Measure S Information Session, 6:00 pm, Chet F. Harritt School, MPR
October 22	Wellness Advisory Committee; 3:30 pm, ERC
October 23	Strategic Planning Focus Group #2; 6:00 – 7:30 pm, ERC
October 25	Measure S Information Session, 6:00 pm, Cajon Park School, MPR
November 6	Board Meeting; 7:00 pm
November 9 – 16	Parent/Teacher Conference Week - <i>Schools on Modified Days</i>
Monday, November 12	Veterans' Day Holiday - Schools and District Offices Closed
November 19 -23	Schools Closed for Thanksgiving Holiday
November 20	Board Meeting; 7:00 pm
November 29	Character Education and School Climate Advisory Committee; 5:00 pm, ERC
December 3	Communication Committee; 3:30 pm, ERC
December 4	Organizational Board Meeting for 2019; 7:00 pm
December 13	<ul style="list-style-type: none"> • Budget Advisory Committee; 6:00 pm, Charles E. Skidmore Administrative Center, Conference Room • District Advisory Committee (DAC); 6:00 pm, ERC
December 14	District English Learner Advisory Committee (DELAC); 9:00 am, ERC
December 18	Board Meeting; 7:00 p.m.
December 11	Strategic Planning Focus Group #3; 6:00 – 7:30 pm, ERC
December 24 – January 4	Winter Break

Reports and Presentations Item B.2.
Prepared by Dr. Kristin Baranski
October 16, 2018

Spotlight on Education: Rio Seco School

BACKGROUND:

This year's school spotlight presentations will focus on our District organizational goals: student mastery of grade level reading and writing literacy standards and student perception of safety at school. These goals are based on the District's high expectations of student learning and attention to caring relationships among all school-level stakeholders.

Tonight, Principal Debra Simpson, and her team will share how they are addressing these two organizational goals at Rio Seco School.

Agenda Item B.2.

Reports and Presentations Item B.3.
Prepared by Dr. Stephanie Pierce
October 16, 2018

Report on 2018 CAASPP Results

BACKGROUND

Tonight Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, and Bonner Montler, Director of Assessment, will be providing a brief overview of the 2018 California Assessment of Student Performance and Progress (CAASPP) results and next steps in our continuous improvement cycle.

Agenda Item B.3.

Reports and Presentation Item B.4.

Process for Development of Local Control
Accountability Plan Annual Update for 2019-20

Prepared by Dr. Stephanie Pierce
October 16, 2018

BACKGROUND:

Expenditure of Local Control Funding Formula (LCFF) funds is to be governed by a Local Control Accountability Plan (LCAP) that each school district must adopt to cover a three (3) year period and update annually. Development of the LCAP is a year-long process involving the following steps:

- Consultation with teachers, principals, school personnel, parents, students, and local bargaining units
- Presentation of draft LCAP to District Advisory Council (DAC) and District English Learner Advisory Council (DELAC) for review
- Written response to comments from DAC and DELAC
- Public Hearing to solicit input from parents and the community
- Written response to comments received during the Public Hearing process
- Adoption of LCAP at the same meeting at which the District's budget is adopted

Administration will provide the Board of Education an update on the timeline and process for developing the LCAP Annual Update for 2019-20.

Agenda Item B.4.

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.

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 Dr. Kristin Baranski
October 16, 2018

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- October 2, 2018, regular meeting minutes

RECOMMENDATION:

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

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

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

October 2, 2018
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President El-Hajj called the meeting to order at 7:00 p.m.

Members present:

Dianne El-Hajj, President
Ken Fox, Vice President
Dustin Burns, Clerk
Barbara Ryan, Member (via phone conference)
Elana Levens-Craig

Administration present:

Dr. 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

President El-Hajj announced Member Ryan was attending the meeting via teleconference.

2. District Mission

President El-Hajj invited the audience to recite the District Mission.

3. Pledge of Allegiance

President El-Hajj invited JoHanna Simko, Vice Principal at PRIDE Academy, to lead the members, staff, and audience in the Pledge of Allegiance.

4. Approval of Agenda

President El-Hajj presented the agenda for approval. Member Burns moved approval.

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

B. REPORTS AND PRESENTATIONS

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. Superintendent's State of the District Address 2018

Superintendent Baranski presented the State of the District Address as follows:

Members of the Board of Education, Executive Council, Santee School District professional leadership team, staff, parents and community members, it gives me great pleasure this evening to share with you the State of Santee School District, 2018-19.

In my 2017-18 school year State of the District Address, I spoke of history, traditions, change, and commitments to our students. In contrast, this year's address focuses almost entirely on moving onward and upward through three key messages: high expectations, caring relationships, and daily "classroom instruction that works".

I recently attended a workshop with Dr. Michael Fullan. Dr. Fullan is one of the most renowned, global educational reformers of our time. Many of us in educational leadership view Dr. Fullan's work as profoundly impactful and insightful and he is very much a celebrity in our eyes. In this recent workshop, Dr. Fullan shared this graphic with the Superintendents in attendance, which resonated with me from our organization's standpoint and in its simplicity yet complexity.

**The Briefest,
Complete
Education
System
- M Fullan, 2018**



Our governing team recently created two organizational goals that relate directly to high expectations and caring relationships. We call these goals, our wildly important goals, and while we have many daily, weekly, and monthly goals to achieve and run our "business of education", we have identified student reading and writing literacy and student perception of their safety on our campuses as most important this year.

Above all, we feel compelled to provide the very best, daily classroom instruction to increase student mastery of reading and writing standards and to make sure our students feel safe at our schools. The beauty of these two goals, like Dr. Fullan's graphic, is the simplicity in each goal, we can readily recall them when speaking with others, but the complexity lies in achieving each goal. It will take us all, the entire organization and every stakeholder, to work toward these two goals together in order to make improvements in these areas. This year, we are beginning our work toward achieving these goals with all staff, school and district departments.

High Expectations

We have high expectations of student learning and of ourselves as educational leaders and providers of the very best educational experience for all our 7,000 students. Our district has always had high expectations of student learning; we expect a lot because we want the best for our students. Our teaching staff works very hard every day to model expectations of student learning by planning instruction that supports our students as learners using demanding tasks aligned to State standards. They are focusing on the "right" work through intentional and thoughtful planning of daily classroom instruction, Dr. Fullan's chart recognizes this key in the "simplicity" model as pedagogical know how.

As leaders, our commitment is to invest in our human capital by hiring, training, and retaining highly skilled and highly effective staff (teachers and support staff) who care about children, their learning, and their learning outcomes and to monitor and support our human capital so they can be at their best every day for our students. This year's focus on student mastery of literacy skills, specifically

reading and writing, will pay off significantly as our students advance in the grade levels and into their future careers. Students who can access complex text and apply their thinking through writing will have a leg up in the future job market.

In addition to our high expectations of student learning, we also have high expectations in many other areas like fiscal management, facility management, access to current technologies, and student attendance. As a school board, you have continued to commit and secure the necessary finances, through allocation of deferred maintenance, local bond measures, State bond dollars, and the sale of District property to ensure our campuses are safe and aesthetically pleasing, facilities where people are comfortable and prideful. You were also early adopters of 1:1 technology for our students and you have continued to set aside funding so our students and staff have a productive tool to use during teaching and learning. Next school year will be a replenishment year and our new student iPads will come with increased creativity tools and storage capacities for student learning. Because we are a fiscally responsible district, funding to support our facilities and student access to current technologies has continued to be a priority. While student attendance is important from a fiscal standpoint, we value high daily attendance rates because we want our students at school, every day, ready to learn and ready to apply new knowledge and skills.

Our commitment to high expectations and continual improvement is what makes Santee School District a great district to learn in and grow as students and as professionals.

Caring Relationships

At our welcome back event this year, the one and only Mister Rogers helped me launch the importance of caring relationships, student-to-student relationships, student-to-adult relationships, and adult-to-adult relationships. One of our two organizational goals, student perception of safety at our schools, ties directly to how we help students manage their relationships, while on our campuses, and how we model empathic, sympathetic, and loving relationships with our students and each other as adults. These relationships include the amazing parent and community volunteers that work on our campuses every day who are most definitely our partners in the education of our students.

Over the past year, our District has committed time and resources for the continued development of caring relationships on school campuses. Every school has adopted Positive Behavior Intervention and Supports (PBIS) as a means for identifying acceptable specific student behaviors. This year, the work of implementing and monitoring PBIS systems will continue. Our school site administrators, school counselors, and staff are addressing this goal through site level caring schools committee and school leadership team work and will be addressing this organizational goal, like the literacy goal, in their Single Plans for Student Achievement this year. In addition to site level work, two District level committees will continue working on safe school facility needs and social and emotional learning for overall student wellness. The Board Advisory Committee, Character Education and School Climate Committee, received a new charge and responsibilities last school year and they will continue working this year on the evaluation of social-emotional learning outcomes for all students through evidence based curriculum and processes. The School Safety Improvement Committee, comprised of staff members and in consultation with our local law enforcement, will be reviewing procedures for enhanced prevention, preparation, protection, and communication. The committee will make recommendations this year for additional facility safety needs and trainings for school staff on emergency procedures.

I do believe that our behaviors, how we all treat one another and respond to one another, as well as the other mechanisms we are putting into place for social-emotional learning supports will make a difference in student perception of their safety on our campuses.

Pedagogical Know How

We all know that classroom level work is our primary purpose, providing students with the very best educational experience so they can become engaged and productive citizens in our local and global community. Dr. Fullan addresses pedagogical know how through the understanding of what instructional practices are most research proven in instructional design and implementation. The professional development our site teams and site administrators have been engaging in aligns directly to what Dr. Fullan is addressing, specifically John Hattie's work on the best practices to inform and improve student learning. We have been consumers of this work and have aligned our instructional frameworks and informal and formal feedback to classroom teachers through this framework. Our work in this area continues to be supporting teachers and support staff through high quality professional learning opportunities, providing current knowledge of best practices and content, and in developing systems for ongoing collaboration around student learning.

In conclusion, I feel we are on an exceptional path with the development of our two organizational goals, our expectations for ourselves and student learning, and in our current engagement in the revisioning process through strategic planning. We are all focused on students and their development as learners and thinkers and as children, as they navigate their path toward adulthood.

As I've mentioned before, Santee is a wonderful place to live, raise children, and to work. We repeatedly hear about the second and third generation families who are proud to provide their children with the educational system we provide. We are unique in this way and should always be proud of work in helping families in this community with our exceptional services.

I optimistically look forward to our continued success as a school district and I know you all do too.

The Board expressed their gratitude towards Superintendent Baranski for her State of the District Address.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

President El-Hajj invited comments from the public on any item listed under Consent. There were no public comments.

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Revolving Cash Report**
- 2.3. **Acceptance of Donations, Grants, and Bequests**
- 2.4. **Approval of Agreements for Mileage Reimbursement In Lieu of District Transportation**
- 2.5. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)**
- 2.6. **Adoption of Proclamation for National School Lunch Week**
- 2.7. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement**
- 2.8. **Approval of Additional Change Order and Revised Final Contract Amount for A.O. Reed & Co. for Bid #1819-006-ERC, Roofing and HVAC Replacement at the ERC**
- 3.1. **Approval to Submit a Consortium Application for Student Support and Academic Enrichment Grant Program**
- 3.2. **Approval to Submit a Consortium Application for Kids Code Grant Pilot Program**
- 3.3. **Approval of 2019 Early Admittance to Kindergarten Program**

- 3.4. **Approval of Nonpublic School Master Contract with Sierra Academy Nonpublic School Services**
- 4.1. **Personnel, Regular**
- 4.2. **Approval of Short Term Position**
- 4.3. **Adoption of Proclamation Endorsing Drug Awareness Week, October 23 – 31, 2018**
- 4.4. **Approval of University Agreement for Clinical Experience with St. Catherine University**

Member Burns moved approval.

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

E. DISCUSSION AND/OR ACTION ITEMS

Business Services

1.1. Approval of Monthly Financial Report

Karl Christensen, Assistant Superintendent of Business Services, reported the monthly financial report was for cash and budget revision transactions posted through August 31, and shared the District ended the month with a cash balance in the General Fund of \$11.9 million, sufficient to pay all our financial obligations for the fiscal year. He noted the Budget Revisions report indicated an operating deficit in the General Fund with reserve percentages hovering around 21% to 22%. Mr. Christensen explained this was important to note, that the budget and multi-year projections did not currently contain any negotiated compensation increases for 2017-18 or any of the three (3) years reflected in his report; except for the one-percent (1%) increase agreed to with CSEA for 2017-18. Member Burns moved approval.

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

1.2. Municipal Storm Water Management Plan Annual Implementation Update

Karl Christensen, Assistant Superintendent, shared that in 2006, the District adopted a comprehensive Storm Water Management Plan, which identifies best practices to be implemented throughout the District in order to prevent pollutants from entering storm water drains. He explained the Management of Storm Water is divided into 2 categories:

- *Industrial* – which deals with activities related to bus and vehicle operation and maintenance
- *Municipal* – which deals with activities related to other district operations, including construction

For monitoring and implementation oversight, the District belongs to a consortium coordinated by the County Office of Education. He explained that each year, the County Office conducts an assessment of the District's progress in implementing best management practices and provides a status report. Mr. Christensen noted the report was included in the Board packet for reference. He shared there were no deficiencies identified and the District continues to show progress in improving storm water management. Mr. Christensen pointed out that the oversight and compliance will be changing significantly in the next year or two. Up until now, the District's efforts with storm water management have been largely voluntary. The State Water Resources Control Board is currently drafting a revised Statewide Municipal Stormwater Permit for small municipalities; and they officially notified K-14 public schools that they will now fall under this permit and stormwater management practices will no longer be voluntary. He explained that therefore it is anticipated that compliance requirements will be stricter. Mr. Christensen shared this also means that the City of Santee, rather than the County Office, will be monitoring the District's compliance for all schools except Pepper Drive, which will

be under the jurisdiction of the County of San Diego. He explained it is estimated that the draft of this permit will be released in late 2019 with official designation in 2020.

Mr. Christensen shared that since the District has made significant strides in improving our management of storm water, we expect to be in a good position to meet new requirements and deadlines when they are published.

Member Burns moved to accept the Municipal Storm Water Management Plan Annual Implementation Update.

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

F. BOARD POLICIES AND BYLAWS

1.1. Second Reading: New Board Policy 0415 – Equity

New Board Policy 0415 – Equity was presented for a second reading and request for approval. Member Burns moved approval.

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

1.2. First Reading: Revised Board Policy and Administrative Regulation 6171, Title I Programs

Board Policy and Administrative Regulation 6171, Title I Programs, were presented for a first reading.

1.3. First Reading: Revised Board Policy 5145.3, Nondiscrimination/Harassment

Board Policy 5145.3, Nondiscrimination / Harassment, was presented for a first reading.

G. EMPLOYEE ASSOCIATION COMMUNICATION

President El-Hajj explained time was being allotted to employee associations for communication with the Board. She mentioned this was something new for Santee School District, but common at various neighboring districts. She invited the Santee Teachers Association to share their communication.

Melanie Hirahara, Santee Teachers Association President, shared that as the new president one of the tasks she had chosen was communicating with the Board of Education. Mrs. Hirahara explained that in past meetings the association felt that the Board did not understand the teachers' perspective on a given issue. She explained this format would allow the association and Board a line of communication after public comments.

Mrs. Hirahara shared she hoped to share great things, but would also address concerns. She explained that at times it would be other association members speaking on her behalf. Mrs. Hirahara shared that prior to beginning of school she met with all the Principals to open communication lines and to share some of the association's goals and mission (i.e., to promote and protect all well-being of teachers; improve the conditions of teaching in the District; and improve learning for children in the community). Mrs. Hirahara shared they are passionate about what they do, including making sure each teacher has what they need to be a success and in turn that each child has what they need to be successful in school and life. She mentioned being pleased with the support provided for new teachers; and shared the two-day teacher training, prior to the start of school, was a great success. The mentor program is compensating veteran teachers for mentoring new teachers; and in return, supports new teachers with guidance for success.

She shared the Executive Board met in EERC to discuss issues that arise during the first month of school. This meeting is a great way to problem resolve issues that may arise. She noted that last week's meeting was very successful in communicating with junior high teachers about their credentials and making sure protocols were in place. Mrs. Hirahara shared the negotiating team

would be meeting Thursday and she hoped to come to a mutual beneficial resolution to the 2017-18 school year contract. She is hoping for a positive resolution and her team is ready to improve all areas of education for students. Mrs. Hirahara shared she was looking forward to working with the Board.

Member Burns commended Mrs. Hirahara for her communication efforts. He noted that this is a new component to the meeting and asked for creation of Board policy. He explained the policies govern the meeting and the need for guidelines to this new component would help future Boards on the subject and its history. The Board shared they looked forward to their communication.

H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Superintendent Baranski shared Mr. Christensen would provide an update on Measure S. Mr. Christensen shared that based on election consultant's, John Wainio, recommendations the District is in the process of scheduling and conducting two informational briefings for any interested parties to attend advertised with press release and website announcements; a presentation to PTA Presidents; post frequently asked questions on the website and email link to Parents. He shared a voter mailing was not recommended, as the ad in Santee Magazine was sufficient. Mr. Christensen noted Mr. Wainio recommended the purchase of slates and/or advocacy materials directed at parents at an approximate cost of \$5,000. Member Ryan asked that the District work in conjunction with Mr. Wainio as he is familiar with the Santee community and can better assist in running an effective campaign; and asked that the ad-hoc committee (Members El-Hajj and Ryan) review documents before distribution.

Member Burns shared attending the Calendar Advisory Committee and mentioned the committee is trying to align the breaks with Grossmont Union High School District. He recommended holding the parent conferences earlier in the year to allow goal setting to capture students that may be falling behind.

President El-Hajj shared attending the SR-52 Coalition Meeting at City Hall. She explained the purpose of the coalition is to work towards obtaining funding for improving the SR-52. President El-Hajj inquired on joining the coalition as an individual or organization. It was the Board's consensus to join as an organization and have Mr. Charles Myers, Director of Transportation, participate in the committee.

Superintendent Baranski shared attending the Courageous Principal Training with Dr. Pierce, and Principals Hicks, Martin, Bonser, Locke, and Dobbins. She mentioned it was a great training and plans on sending additional Principals to the training. Superintendent Baranski shared the Strategic Planning Focus Groups Sessions at the schools were going well and that great feedback was being collected.

Superintendent Baranski shared a rubric for the upcoming school beautification and repair tour for the Board's review and feedback. Mr. Christensen noted Pepper Drive would be used as an exemplar. The Board suggested using a District van.

Superintendent Baranski shared the November 20 regularly scheduled meeting fell during thanksgiving break and inquired on the Board's preference to cancel the meeting. Upon discussion, it was the Board's consensus to cancel the meeting. Superintendent Baranski mentioned it would be brought as an item at the next meeting.

Member Burns shared Cajon Park School will be holding their Halloween Carnival on Saturday, October 13, during the scheduled school beautification tour. He acknowledged the candidate forum on October 9 at PRIDE Academy and asked to make sure District personnel was present to assist with any audiovisual needs.

I. CLOSED SESSION

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

1. **Conference with Legal Counsel - Anticipated Litigation** (Gov't. Code § 54956.9)
- *Three Cases*

2. **Conference with Real Property Negotiators** (Gov't. Code § 54956.8)
Purpose: Term for Land Sale
Property: 10335 Mission Gorge Road, Santee 92071
(formerly known as Santee School Site)
Agency Negotiator: Karl Christensen, Assistant Superintendent

3. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Employee Organizations: Santee Teachers Association (STA); and
Classified School Employees Association (CSEA)

4. **Public Employee Performance Evaluation** (Gov't. Code § 54957)
Superintendent

The Board entered closed session at 7:51 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 9:30 p.m., and reported approving a settlement of a lawsuit the District filed against Lennar Corporation and Sky Ranch Homeowner's Association for storm water damage incurred at Pepper Drive School. Pursuant to the settlement recommended by an independent mediator, the District and/or the JPA will be paid the total sum of \$150,000.

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

K. ADJOURNMENT

With no further business, the regular meeting of October 2, 2018 was adjourned at 9:30 p.m.

Dustin Burns, Clerk

Dr. Kristin Baranski, Secretary

Consent Item D.1.2.
Prepared by Dr. Kristin Baranski
October 16, 2018

Approval to Cancel November 20, 2018
Regularly Scheduled Meeting of the Board
of Education

BACKGROUND:

The regular meetings of the Board of Education are scheduled for the first and third Tuesdays of each month. Because the regular meeting date of November 20th falls during the Thanksgiving Break, it is recommended that the Board cancel the meeting.

Administration believes the cancellation of the meeting will have no negative impact on District operations and rescheduling of the meeting will be unnecessary.

RECOMMENDATION:

Administration recommends cancellation of the November 20, 2018 Board of Education meeting. It is determined at this time that it will be unnecessary to reschedule the meeting.

FISCAL IMPACT:

None

Motion: _____ Second: _____ Vote: _____

Agenda Item D.1.2.

Consent Item D.2.1. Approval/Ratification of Travel Requests
 Prepared by Karl Christensen
 October 16, 2018

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.

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.

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:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Staff Development	Implement a staff development plan as the cornerstone of employee performance and growth

FISCAL IMPACT:

The estimated travel expenses are \$4,782, and substitute costs of \$920, 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 - October 16, 2018

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel	District Goal
Thursday, 10/11/18	Shannon Modica	Chet F. Harritt	Instructional Media Resource Associate Certificate	SDCOE	\$0	\$215	Professional Development	Learn effective 21st century library media service practices.	1
Friday, 10/12/18	Katie Borts	Human Resources,	CASBO Navigating Your Success	Escondido	\$0	\$73	Human Resources	Workshop on ACA / employee leave topics.	
Saturday, 10/13/18	Holly Chisholm	Ed. Services	California School Nurses Fall Conference	Temecula	\$0	\$185	Pupil Services	Conference on school nursing.	2
Friday, 10/19/18	John Schweller	Chet F. Harritt	Supporting Students w/Social Emotional Wellbeing	SDCOE	\$0	\$57	Professional Development	Training to support social and emotional needs of students.	2
Friday, 10/19/18	Carrie Thompson	Carlton Oaks	Supporting Students w/Social Emotional Wellbeing	SDCOE	\$0	\$57	Professional Development	Training to support social and emotional needs of students.	2
Friday, 10/19/18	Mia Morales	PRIDE Academy	Supporting Students w/Social Emotional Wellbeing	SDCOE	\$0	\$57	Professional Development	Training to support social and emotional needs of students.	2
Friday, 10/19/18	Ed Gliotti	Pepper Drive	Supporting Students w/Social Emotional Wellbeing	SDCOE	\$0	\$57	Professional Development	Training to support social and emotional needs of students.	2
Friday, 10/19/18	Kirsten Stretton	Cajon Park	Supporting Students w/Social Emotional Wellbeing	SDCOE	\$0	\$57	Professional Development	Training to support social and emotional needs of students.	2
Friday, 10/19/18	Aiissa Williams	Carlton Oaks	Supporting Students w/Social Emotional Wellbeing	SDCOE	\$115	\$57	Professional Development	Training to support social and emotional needs of students.	2
Saturday, 10/20/18	Julie Venolia	Carlton Oaks	Gardening with Class	Del Mar	\$0	\$74	Professional Development	Training on school gardening.	
Thurs-Fri, 10/25/18 - 10/26/18	Dan Prouty	Ed. Services	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Eleni Simon	Cajon Park	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	M. Yother-Johnson	Cajon Park	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Bruce Jennings	Cajon Park	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Tamara Hebert	Hill Creek	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Kathleen Dubnicka	Pepper Drive	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Tina Schipke	PRIDE Academy	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Joe Kemery	PRIDE Academy	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Gillian Ryan	PRIDE Academy	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Sara Brownell	Rio Seco	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Heather Glanz	Rio Seco	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Kelli Brennecke	Sycamore Canyon	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Thurs-Fri, 10/25/18 - 10/26/18	Angela Rust	Sycamore Canyon	California Environmental Phenomena Summit	San Diego	\$0	\$164	DROPs Grant	Summit to collaborate with science experts and educators.	1
Friday, 10/26/18	Gabrielle South	Rio Seco	Teachers as Coaches to Instructional Assistants	San Marcos	\$115	\$87	Professional Development	Workshop training on coaching instructional assistants.	
Monday, 10/29/18	Tobi Brown	Sycamore Canyon	Health Services in a School Setting	SDCOE	\$115	\$135	Professional Development	Training for providing health services in a school setting.	2
Monday, 10/29/18	Leslie Petersen	PRIDE Academy	Health Services in a School Setting	SDCOE	\$115	\$135	Professional Development	Training for providing health services in a school setting.	2
Wednesday, 10/31/18	Melynda Pezone	Carlton Oaks	FRISK Legal Workshop	San Marcos	\$0	\$159	Human Resources	Learn elements evaluators use to address performance issues.	
Wednesday, 10/31/18	Tiffani Brown	Pepper Drive	FRISK Legal Workshop	San Marcos	\$0	\$159	Human Resources	Learn elements evaluators use to address performance issues.	
Tuesday, 11/06/18	Lori Zumuhle	Chet F. Harritt	Comprehensive Dyslexia Training	San Marcos	\$0	\$92	Special Education	Comprehensive Dyslexia training.	1
Tuesday, 11/06/18	Larissa Evans	Carlton Oaks	Comprehensive Dyslexia Training	San Marcos	\$0	\$92	Professional Development	Comprehensive Dyslexia training.	1
Tuesday, 11/06/18	Gabrielle South	Rio Seco	Comprehensive Dyslexia Training	San Marcos	\$115	\$92	Special Education	Comprehensive Dyslexia training.	1
Tuesday, 11/06/18	Corinne Reid	Cajon Park	Comprehensive Dyslexia Training	San Marcos	\$115	\$92	Special Education	Comprehensive Dyslexia training.	1
Tuesday, 11/06/18	Bonnie Jackson	PRIDE Academy	Comprehensive Dyslexia Training	San Marcos	\$0	\$97	Title I	Comprehensive Dyslexia training.	1
Friday, 11/09/18	John Schweller	Chet F. Harritt	Brief Intervention	SDCOE	\$0	\$93	Pupil Services	Training to build skills of counselors working w/adolescents.	2
Wednesday, 12/05/18	Lori Zumuhle	Chet F. Harritt	Mindfulness Practices	San Marcos	\$115	\$57	Special Education	Instructional practices to promote executive functioning skills.	2
Thursday, 03/28/19	Gabrielle South	Rio Seco	Behavior is Communication	San Marcos	\$115	\$47	Professional Development	Workshop on behavior communication.	2
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California									
Tues-Wed, 10/09/18 - 10/10/18	Adrienne Garcia	Carlton Hills	Administration of So. Calif. Ordinal Scales of Development	Los Angeles	\$0	\$424	Special Education	Interpret and translate scale results into recommendations.	1

District Goals:
 1. Raise mastery of reading and writing grade level literacy standards with annual, incremental growth of at least five percentage points resulting in 90% mastery by June 2023.
 2. Raise percentage of students feeling safe or very safe at school with annual, incremental growth of at least seven percentage points resulting in 100% of students feeling safe by June 2023.

Consent Item D.2.2.
 Prepared by Karl Christensen
 October 16, 2018

Approval/Ratification of Expenditure Warrants

BACKGROUND:

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

Commercial Warrants issued for the period of September 2018:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
0100 General	14-447710 TO 14-457481	\$582,217.19
0900	N/A	
1200	14-4511493 TO 14-454585	\$5,143.88
1300	14-447257 TO 14-456807	\$84,791.58
1400	14-451697 TO 14-454098	\$111,881.87
2109	N/A	
2139 / 2108	N/A	
2518	N/A	
2538	14-447719 TO 14-457476	\$495,060.94
3500	N/A	
4000	14-452296 TO 14-454092	\$28,184.79
6300	14-450670 TO 14-457479	\$11,034.27
TOTAL:		\$1,318,314.52

Student Body Warrants issued for the period of September 2018:

\$2,400.00

Payroll Warrants issued for the period of September 2018:

<u>Fund #/Name</u>		<u>Amount</u>
01 00	01 00	\$4,910,967.02
12 00	12 00	\$21,436.20
13 00	13 00	\$117,222.40
14 00	14 00	
25 18	25 18	
63 00	63 00	\$235,607.15
		\$5,285,232.77

RECOMMENDATION:

It is recommended that the Board of Education approve the expenditure warrants for the month of September as presented.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
	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 of commercial, student body, and payroll expenditure warrants total \$6,605,947.29 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of September 2018:

AMOUNT	LOCATION
\$ 22,136.18	PEPPER DRIVE SCHOOL
\$ 16,978.84	CARLTON HILLS SCHOOL
\$ 4,634.03	SYCAMORE CANYON SCH
\$ 4,188.07	PROSPECT AVENUE SCH
\$ 11,322.61	CAJON PARK SCHOOL
\$ 20,484.75	CHET F HARRITT SCH
\$ 8,532.78	CARLTON OAKS SCHOOL
\$ 16,967.20	RIO SECO SCHOOL
\$ 3,939.93	HILL CREEK SCHOOL
\$ 3,033.88	STATE PRE-SCHOOL
\$ 274.00	ALTERNATIVE SCHOOL
\$ 324.82	SANTEE SUCCESS
\$ 165.00	BOARD OF EDUCATION
\$ 198.58	SUPERINTENDENT DEPT
\$ 18,544.46	BUSINESS SERVICES
\$ 337.73	HUMAN RESOURCES
\$ 9,493.64	EDUCATIONAL SERVICES
\$ 13,193.83	SPECIAL EDUCATION
\$ 29,163.38	EDUCATIONAL SERVICES
\$ 3,598.20	PUPIL SERVICES
\$ 6,121.33	DISTRICT LIBRARY
\$ 28,800.26	PROJECT SAFE
\$ 29,403.24	TECHNOLOGY SERVICES
\$ 226.25	OPERATIONS/CUSTODIAL
\$ 132,005.29	MAINTENANCE
\$ 14,129.94	TRANSPORTATION
\$ 32,904.40	FACILITIES MODERNIZATION
\$ 44,577.44	WAREHOUSE
\$ 138.50	CENTRAL KITCHEN
\$ 14,862.71	TECHNOLOGY SERVICES
\$ 490,681.27	Total Purchase Orders – September 2018

RECOMMENDATION:

Administration recommends approval of purchase orders #000006370 through #000006642 and #00005462A and #00005542A issued September 1, 2018 through September 30, 2018.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
	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 of \$490,681.27 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

LOCATION LIST 2018-19

01 Santee School
 02 Pepper Drive School
 03 Carlton Hills School
 04 Sycamore Canyon School
 05 Prospect Avenue School
 06 Cajon Park School
 07 Chet F. Harritt School
 08 Carlton Oaks School
 09 Rio Seco School
 10 Hill Creek School
 11 Cajon Park Annex
 12 Prospect Avenue Annex
 26 Cajon Park Junior High
 60 Board of Education
 62 Superintendent
 64 Business Services
 65 Personnel
 66 Educational Services
 67 Special Education, Centralized
 68 Special Projects, Centralized
 69 Professional Development
 70 Student Support Services
 71 Library Media Services
 72 Project SAFE
 73 Technology
 74 Operations
 75 Maintenance

76 Transportation
 78 Warehouse
 90 Central Kitchen
 92 Publications
 97 District Wide
 100 Summer School
 108 Carlton Oaks Summer School
 110 Hill Creek Summer School

Fund Numbers

03 00 General - Unrestricted
 06 00 General - Restricted
 12 06 Child Development Fund
 13 00 Cafeteria Fund
 14 00 Deferred Maintenance Fund
 17 42 Special Reserve - Other Than Cap/Out
 21 09 Other Building Fund
 21 10 Building Fund
 25 18 Capital Facilities Account Fund
 25 24 Capital Projects Fund
 25 38 Capital Facilities Redevelopment
 30 00 State School Building Fund
 (Modernization) and Lease/Purchase
 40 00 Special Reserve Fund -
 Capital Projects
 53 26 Tax Override Fund - SSBF
 67 30 Deductible Ins Loss Fund

M = Monthly Blanket
 A = Annual Blanket
 L = Lottery

PURCHASE ORDER LISTING
SEPTEMBER 2018
BY SITE

PO Number	DATE	VENDOR	DESCRIPTION	FUND	AMOUNT	LOC	LOCATION
000006376	9/4/2018	NEXT DAY PRINTED TEES, INC.	PE CLOTHES - PD	0100	\$ 3,708.75	002	PEPPER DRIVE SCHOOL
000006431	9/7/2018	SCHOLASTIC CLASSRM MAGAZINES	MAGAZINE SUBSCRIPTIONS - PD	0100	\$ 4,231.43	002	PEPPER DRIVE SCHOOL
000006432	9/7/2018	CHRISTIAN YOUTH THEATER	ADMISSIONS - PD	0100	\$ 733.00	002	PEPPER DRIVE SCHOOL
000006476	9/12/2018	SCHOOL OUTFITTERS	OUTDOOR TABLES - PD	2538	\$ 6,948.18	002	PEPPER DRIVE SCHOOL
000006477	9/12/2018	SCHOOL OUTFITTERS	DRY ERASE BOARD - PD MOD	2538	\$ 645.89	002	PEPPER DRIVE SCHOOL
000006497	9/17/2018	US GAMES	PE SUPPLIES	0100	\$ 266.09	002	PEPPER DRIVE SCHOOL
000006549	9/19/2018	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES FOR PD MOD	2538	\$ 432.89	002	PEPPER DRIVE SCHOOL
000006550	9/20/2018	UNITED PARCEL SERVICE	RETURNED SHIPPING	0100	\$ 18.84	002	PEPPER DRIVE SCHOOL
000006594	9/25/2018	DELL MARKETING L.P.	IMAGING DRUM - PD	0100	\$ 76.76	002	PEPPER DRIVE SCHOOL
000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$ 17.61	002	PEPPER DRIVE SCHOOL
000006625	9/27/2018	EDUDANCE - CLASSROOMS IN MOTION	BALLROOM DANCE LESSONS - PD	0100	\$ 3,520.00	002	PEPPER DRIVE SCHOOL
000006630	9/27/2018	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - PD	0100	\$ 1,536.74	002	PEPPER DRIVE SCHOOL
			TOTAL		\$ 22,136.18		PEPPER DRIVE SCHOOL Total
000006377	9/4/2018	DIESEL PRINT COMPANY	POSTERS/BANNERS - CH	0100	\$ 1,825.88	003	CARLTON HILLS SCHOOL
000006428	9/7/2018	TWO WAY DIRECT	2-WAY RADIOS - CH	0100	\$ 1,292.94	003	CARLTON HILLS SCHOOL
000006451	9/10/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$ 100.00	003	CARLTON HILLS SCHOOL
000006467	9/11/2018	KIRK PAVING, INC	ASPHALT REPAIRS - CH	0100	\$ 10,000.00	003	CARLTON HILLS SCHOOL
000006482	9/12/2018	DELL MARKETING L.P.	IMAGING DRUM - CH	0100	\$ 51.17	003	CARLTON HILLS SCHOOL
000006509	9/17/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$ 400.00	003	CARLTON HILLS SCHOOL
000006536	9/19/2018	DIESEL PRINT COMPANY	PRINTED MATERIALS	0100	\$ 1,957.20	003	CARLTON HILLS SCHOOL
000006555	9/20/2018	WORTHINGTON DIRECT	OUTDOOR BULLETIN BOARD - CH	0100	\$ 363.65	003	CARLTON HILLS SCHOOL
000006562	9/21/2018	VIRCO MANUFACTURING CORP	NEW CLASSROOM FURNITURE - CH	0100	\$ 505.73	003	CARLTON HILLS SCHOOL
000006568	9/24/2018	AMAZON.COM	SCIENCE SUPPLIES	0100	\$ 464.66	003	CARLTON HILLS SCHOOL
000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$ 17.61	003	CARLTON HILLS SCHOOL
			TOTAL		\$ 16,978.84		CARLTON HILLS SCHOOL Total
000006390	9/4/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$ 70.00	004	SYCAMORE CANYON SCH
000006455	9/11/2018	FITNESS FINDERS INC	SUPPLIES - SC	0100	\$ 14.95	004	SYCAMORE CANYON SCH
000006456	9/11/2018	BADGE-A-MINIT	BUTTON MAKING EQUIP - SC	0100	\$ 430.95	004	SYCAMORE CANYON SCH
000006457	9/11/2018	LEARNING A-Z	LICENSES - SC	0100	\$ 1,399.65	004	SYCAMORE CANYON SCH
000006485	9/12/2018	AMAZON.COM	SUPPLIES FOR SC	0100	\$ 100.93	004	SYCAMORE CANYON SCH
000006595	9/25/2018	FITNESS FINDERS INC	SUPPLIES - SC	0100	\$ 24.24	004	SYCAMORE CANYON SCH
000006596	9/25/2018	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - SC	0100	\$ 2,215.70	004	SYCAMORE CANYON SCH
000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$ 17.61	004	SYCAMORE CANYON SCH
000006627	9/27/2018	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	0100	\$ 360.00	004	SYCAMORE CANYON SCH
			TOTAL		\$ 4,634.03		SYCAMORE CANYON SCH Total
000006414	9/6/2018	PLAY IT SAFE DEFENSE INC.	3 ASSEMBLIES - PA	0100	\$ 550.00	005	PROSPECT AVENUE SCH
000006439	9/7/2018	AMAZON.COM	CUSTODIAL SUPPLIES - PA	0100	\$ 68.03	005	PROSPECT AVENUE SCH
000006474	9/12/2018	COMPANION CORPORATION	LIBRARY LABELS	0100	\$ 155.08	005	PROSPECT AVENUE SCH
000006559	9/21/2018	ACCO BRANDS USA LLC	LAMINATOR REPAIRS - PA	0100	\$ 856.61	005	PROSPECT AVENUE SCH
000006560	9/21/2018	BARNES AND NOBLE BOOKSELLERS	LIBRARY BOOKS	0100	\$ 1,171.21	005	PROSPECT AVENUE SCH
000006598	9/25/2018	BIRCH AQUARIUM AT SCRIPPS	ADMISSIONS	0100	\$ 528.00	005	PROSPECT AVENUE SCH
000006608	9/25/2018	OMA'S PUMPKIN PATCH	ADMISSIONS - PA	0100	\$ 645.00	005	PROSPECT AVENUE SCH
000006613	9/26/2018	DUNN EDWARDS CORPORATION	PAINTING SUPPLIES	0100	\$ 144.89	005	PROSPECT AVENUE SCH
000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$ 17.61	005	PROSPECT AVENUE SCH
000006626	9/27/2018	BEARCOM WIRELESS	SUPPLIES - PA	0100	\$ 51.64	005	PROSPECT AVENUE SCH
			TOTAL		\$ 4,188.07		PROSPECT AVENUE SCH Total
000006425	9/6/2018	AMAZON.COM	CLASSROOM SUPPLIES - CP	0100	\$ 233.77	006	CAJON PARK SCHOOL
000006430	9/7/2018	DELL MARKETING L.P.	TONER - CP	0100	\$ 466.73	006	CAJON PARK SCHOOL
000006458	9/11/2018	LEXIA LEARNING SYSTEMS INC	LICENSES - CP	0100	\$ 9,900.00	006	CAJON PARK SCHOOL
000006529	9/18/2018	DELL MARKETING L.P.	TONER - CP	0100	\$ 322.39	006	CAJON PARK SCHOOL
000006611	9/26/2018	DELL MARKETING L.P.	TONER - CP	0100	\$ 97.23	006	CAJON PARK SCHOOL

0000006612	9/26/2018	DELL MARKETING L.P.	IMAGING DRUM - CP	0100	\$	51.17	006	CAJON PARK SCHOOL
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	17.61	006	CAJON PARK SCHOOL
0000006629	9/27/2018	DATEL SYSTEMS	PROJECTION SCREEN - CP	0100	\$	233.71	006	CAJON PARK SCHOOL
				TOTAL	\$	11,322.61		CAJON PARK SCHOOL Total
0000006423	9/6/2018	DECKER EQUIPMENT	CHAIR GLIDES - CFH	0100	\$	54.91	007	CHET F HARRITT SCH
0000006424	9/6/2018	LEARNING A-Z	LICENSES - CFH	0100	\$	1,599.20	007	CHET F HARRITT SCH
0000006453	9/11/2018	DEPARTMENT OF GENERAL SERVICES	RE-EXAM. FEES:CFH-04-112862	2538	\$	500.00	007	CHET F HARRITT SCH
0000006486	9/13/2018	LH CONNECTED	SUBSCRIPTION RENEWAL	0100	\$	465.00	007	CHET F HARRITT SCH
0000006487	9/13/2018	EXPLORELEARNING REFLEX	RENEWAL LICENSE	0100	\$	3,295.00	007	CHET F HARRITT SCH
0000006505	9/17/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$	75.00	007	CHET F HARRITT SCH
0000006544	9/19/2018	SMART & FINAL	FOOD SUPPLIES - CHET	0100	\$	100.00	007	CHET F HARRITT SCH
0000006545	9/19/2018	SMART & FINAL	FOOD SUPPLIES - CHET	0100	\$	100.00	007	CHET F HARRITT SCH
0000006546	9/19/2018	SMART & FINAL	FOOD SUPPLIES - CHET	0100	\$	100.00	007	CHET F HARRITT SCH
0000006556	9/20/2018	SMART & FINAL	FOOD SUPPLIES - CHET	0100	\$	100.00	007	CHET F HARRITT SCH
0000006558	9/21/2018	STEMSCOPES CALIFORNIA	SCIENCE SUPPLIES	0100	\$	10,903.02	007	CHET F HARRITT SCH
0000006600	9/25/2018	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - CFH	0100	\$	2,981.06	007	CHET F HARRITT SCH
0000006605	9/25/2018	BARCODES LLC	SUPPLIES - CFH	0100	\$	193.95	007	CHET F HARRITT SCH
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	17.61	007	CHET F HARRITT SCH
				TOTAL	\$	20,484.75		CHET F HARRITT SCH Total
0000006374	9/4/2018	AL'S SPORT SHOP	PE CLOTHS - CO	0100	\$	1,735.32	008	CARLTON OAKS SCHOOL
0000006396	9/4/2018	DATEL SYSTEMS	HEADPHONES - CO	0100	\$	192.63	008	CARLTON OAKS SCHOOL
0000006448	9/10/2018	DELL MARKETING L.P.	PRINTERS - CO	0100	\$	437.49	008	CARLTON OAKS SCHOOL
0000006450	9/10/2018	DEPARTMENT OF GENERAL SERVICES	RE-EXAMINATION FEES 04-108946	2538	\$	750.00	008	CARLTON OAKS SCHOOL
0000006454	9/11/2018	KYOCERA	MAINT. AGREEMENT - RISO @ CO	0100	\$	2,418.00	008	CARLTON OAKS SCHOOL
0000006483	9/12/2018	TIME FOR KIDS	SUBSCRIPTION MAGAZINES	0100	\$	326.70	008	CARLTON OAKS SCHOOL
0000006569	9/24/2018	SCHOLASTIC CLASSRM MAGAZINES	SUBSCRIPTIONS - CO	0100	\$	613.54	008	CARLTON OAKS SCHOOL
0000006570	9/24/2018	JUNIOR ACHIEVEMENT	ADMISSIONS	0100	\$	1,840.00	008	CARLTON OAKS SCHOOL
0000006572	9/24/2018	AL'S SPORT SHOP	PE CLOTHES - CO	0100	\$	201.49	008	CARLTON OAKS SCHOOL
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	17.61	008	CARLTON OAKS SCHOOL
				TOTAL	\$	8,532.78		CARLTON OAKS SCHOOL Total
0000006409	9/5/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	120.00	009	RIO SECO SCHOOL
0000006437	9/7/2018	LEARNING A-Z	LICENSES - RS	0100	\$	166.58	009	RIO SECO SCHOOL
0000006438	9/7/2018	SCHOOL HEALTH CORPORATION	AED SUPPLIES - RS	0100	\$	111.69	009	RIO SECO SCHOOL
0000006447	9/10/2018	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	0100	\$	1,906.00	009	RIO SECO SCHOOL
0000006479	9/12/2018	VALLEY INDUSTRIAL SPECIALTIES	PLUMBING SUPPLIES - RS MOD	2538	\$	2,137.00	009	RIO SECO SCHOOL
0000006489	9/13/2018	CURRICULUM ASSOCIATES INC	COMMON COR MATH - RS	0100	\$	743.06	009	RIO SECO SCHOOL
0000006548	9/19/2018	DUNN EDWARDS CORPORATION	PAINT SUPPLIES - RS	0100	\$	17.46	009	RIO SECO SCHOOL
0000006553	9/20/2018	TROXELL COMMUNICATIONS INC	DOCUMENT CAMERA - RS	0100	\$	457.94	009	RIO SECO SCHOOL
0000006567	9/21/2018	HAWTHORNE MACHINERY CO	EQUIPMENT RENTAL	2538	\$	5,170.71	009	RIO SECO SCHOOL
0000006601	9/25/2018	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - RS	0100	\$	5,287.33	009	RIO SECO SCHOOL
0000006609	9/25/2018	RCP BLOCK & BRICK INC	SUPPLIES - RS	0100	\$	595.62	009	RIO SECO SCHOOL
0000006613	9/26/2018	DUNN EDWARDS CORPORATION	PAINTING SUPPLIES	0100	\$	17.46	009	RIO SECO SCHOOL
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	17.61	009	RIO SECO SCHOOL
0000006635	9/28/2018	DELL MARKETING L.P.	PRINTER - RS	0100	\$	218.74	009	RIO SECO SCHOOL
				TOTAL	\$	16,967.20		RIO SECO SCHOOL Total
0000006381	9/4/2018	REALLY GOOD STUFF INC	SUPPLIES - HC	0100	\$	159.08	010	HILL CREEK SCHOOL
0000006410	9/5/2018	AMAZON.COM	PE SUPPLIES - HC	0100	\$	88.36	010	HILL CREEK SCHOOL
0000006411	9/5/2018	AMAZON.COM	CLASSROOM SUPPLIES - HC	0100	\$	188.37	010	HILL CREEK SCHOOL
0000006412	9/5/2018	AMAZON.COM	CLASSROOM SUPPLIES	0100	\$	100.02	010	HILL CREEK SCHOOL
0000006422	9/6/2018	DELL MARKETING L.P.	TONER - HC	0100	\$	535.31	010	HILL CREEK SCHOOL
0000006427	9/7/2018	AMAZON.COM	CLASSROOM SUPPLIES	0100	\$	30.06	010	HILL CREEK SCHOOL
0000006433	9/7/2018	STUDIES WEEKLY	SUBSCRIPTION - HC	0100	\$	267.75	010	HILL CREEK SCHOOL
0000006446	9/10/2018	2NDGEAR	MONITOR - HC	0100	\$	94.00	010	HILL CREEK SCHOOL
0000006449	9/10/2018	COMPANION CORPORATION	LIBRARY SUPPLIES - HC	0100	\$	155.08	010	HILL CREEK SCHOOL
0000006473	9/12/2018	AMAZON.COM	SUPPLIES - HC	0100	\$	259.07	010	HILL CREEK SCHOOL
0000006496	9/17/2018	LEARNING A-Z	LICENSES - HC	0100	\$	1,499.25	010	HILL CREEK SCHOOL
0000006539	9/19/2018	DEMCO INC	LIBRARY SUPPLIES - HC	0100	\$	359.13	010	HILL CREEK SCHOOL

0000006565	9/21/2018	AMAZON.COM	SUPPLIES - HC	0100	\$	121.60	010	HILL CREEK SCHOOL
0000006602	9/25/2018	SOCIAL THINKING	ZONING BOOK	0100	\$	65.24	010	HILL CREEK SCHOOL
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	17.61	010	HILL CREEK SCHOOL
			TOTAL		\$	3,939.93		HILL CREEK SCHOOL Total
0000006460	9/11/2018	MAINTEX INC	CUSTODIAL SUPPLY: PA PRESCHOOL	1200	\$	73.05	012	STATE PRE-SCHOOL
0000006492	9/14/2018	DISCOUNT SCHOOL SUPPLY	SUPPLIES FOR PA PRE-SCHOOL	1200	\$	1,147.16	012	STATE PRE-SCHOOL
0000006493	9/17/2018	DISCOUNT SCHOOL SUPPLY	SUPPLIES FOR PA PRESCHOOL	1200	\$	642.27	012	STATE PRE-SCHOOL
0000006533	9/18/2018	SCHOLASTIC CLASSRM MAGAZINES	SUBSCRIPTION MAGAZINES	1200	\$	290.40	012	STATE PRE-SCHOOL
0000006547	9/19/2018	CALIF. CHILD DEVELOPMENT ADMIN. ASSN.	REGISTRATION FEES	1200	\$	399.00	012	STATE PRE-SCHOOL
0000006603	9/25/2018	OMA'S PUMPKIN PATCH	ADMISSIONS - PA	1200	\$	482.00	012	STATE PRE-SCHOOL
			TOTAL		\$	3,033.88		STATE PRE-SCHOOL Total
0000006498	9/17/2018	SAN DIEGO AIR & SPACE MUSEUM	ADMISSIONS	0100	\$	274.00	015	ALTERNATIVE SCHOOL
			TOTAL		\$	274.00		ALTERNATIVE SCHOOL Total
0000006633	9/27/2018	FOUNDATIONS IN PERSONAL FINANCE	CURRICULUM MATERIALS	0100	\$	324.82	016	SANTEE SUCCESS
			TOTAL		\$	324.82		SANTEE SUCCESS Total
0000006540	9/19/2018	ARLINE WOLFSON	GRAPHIC DESIGN	0100	\$	165.00	060	BOARD OF EDUCATION
			TOTAL		\$	165.00		BOARD OF EDUCATION Total
0000006571	9/24/2018	CITI CARDS /	SUPPLIES FOR PROJ. SAFE	0100	\$	192.71	062	SUPERINTENDENT DEPT
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	5.87	062	SUPERINTENDENT DEPT
			TOTAL		\$	198.58		SUPERINTENDENT DEPT Total
0000006440	9/7/2018	SCHOOL ENERGY COALITION	ANNUAL MEMBERSHIP DUES	0100	\$	260.00	064	BUSINESS SERVICES
0000006445	9/7/2018	WATER AND ENERGY CONSULTING	CONSULTING SERVICES	0100	\$	1,500.00	064	BUSINESS SERVICES
0000006531	9/18/2018	DAILY JOURNAL CORPORATION	AD FOR FUEL BID	0100	\$	96.20	064	BUSINESS SERVICES
0000006561	9/21/2018	WORTHINGTON DIRECT	NEW CLASSROOM FURNITURE - CH	0100	\$	6,186.92	064	BUSINESS SERVICES
0000006562	9/21/2018	VIRCO MANUFACTURING CORP	NEW CLASSROOM FURNITURE - CH	0100	\$	1,465.02	064	BUSINESS SERVICES
0000006563	9/21/2018	VIRCO MANUFACTURING CORP	NEW COMBO CLASS - CH	0100	\$	3,824.70	064	BUSINESS SERVICES
0000006564	9/21/2018	FEDERAL EXPRESS CORPORATION	OVERNIGHT MAIL DELIVERIES	0100	\$	106.32	064	BUSINESS SERVICES
0000006620	9/26/2018	CALSTRS - CENTRAL SERVICES	EXCESS SICK LEAVE	0100	\$	5,099.43	064	BUSINESS SERVICES
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	5.87	064	BUSINESS SERVICES
			TOTAL		\$	18,544.46		BUSINESS SERVICES Total
0000006398	9/5/2018	CDW GOVERNMENT INC	SOFTWARE LICENSES - HR	0100	\$	331.87	065	HUMAN RESOURCES
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	5.86	065	HUMAN RESOURCES
			TOTAL		\$	337.73		HUMAN RESOURCES Total
0000006379	9/4/2018	SCHOOLWIDE, INC	BOOKS - ED SVCS	0100	\$	829.96	066	EDUCATIONAL SERVICES
0000006380	9/4/2018	AL'S SPORT SHOP	BANNERS/STICKERS - ED SVCS	0100	\$	21.01	066	EDUCATIONAL SERVICES
0000006382	9/4/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$	405.00	066	EDUCATIONAL SERVICES
0000006494	9/17/2018	SCHOOL OUTFITTERS	SUPPLIES	0100	\$	420.07	066	EDUCATIONAL SERVICES
0000006541	9/19/2018	DOCUMENT TRACKING SERVICES LLC	ANNUAL LICENSES	0100	\$	2,050.00	066	EDUCATIONAL SERVICES
0000006557	9/21/2018	ESGI	LICENSE RENEWAL	0100	\$	5,750.00	066	EDUCATIONAL SERVICES
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	17.60	066	EDUCATIONAL SERVICES
			TOTAL		\$	9,493.64		EDUCATIONAL SERVICES Total
0000006383	9/4/2018	CRISIS PREVENTION INSTITUTE	REGISTRATION FEES	0100	\$	1,758.00	067	SPECIAL EDUCATION
0000006384	9/4/2018	EAST COUNTY SELPA /	REGISTRATION FEES	0100	\$	20.00	067	SPECIAL EDUCATION
0000006385	9/4/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	30.00	067	SPECIAL EDUCATION
0000006387	9/4/2018	EAST COUNTY SELPA /	REGISTRATION FEES	0100	\$	50.00	067	SPECIAL EDUCATION
0000006388	9/4/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	150.00	067	SPECIAL EDUCATION
0000006391	9/4/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	180.00	067	SPECIAL EDUCATION
0000006392	9/4/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	120.00	067	SPECIAL EDUCATION
0000006393	9/4/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	30.00	067	SPECIAL EDUCATION
0000006394	9/4/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	15.00	067	SPECIAL EDUCATION
0000006395	9/4/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	45.00	067	SPECIAL EDUCATION
0000006408	9/5/2018	CRISIS PREVENTION INSTITUTE	MEMBERSHIP FEES	0100	\$	300.00	067	SPECIAL EDUCATION
0000006426	9/7/2018	N2Y INC	LICENSES	0100	\$	581.09	067	SPECIAL EDUCATION
0000006452	9/10/2018	EAST COUNTY SELPA /	REGISTRATION FEES	0100	\$	50.00	067	SPECIAL EDUCATION
0000006475	9/12/2018	CRISIS PREVENTION INSTITUTE	WORKBOOKS	0100	\$	1,077.50	067	SPECIAL EDUCATION
0000006488	9/13/2018	SOCIAL THINKING	ASSESSMENTS	0100	\$	399.99	067	SPECIAL EDUCATION
0000006500	9/17/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	30.00	067	SPECIAL EDUCATION

0000006502	9/17/2018	EAST COUNTY SELPA /	REGISTRATION FEES	0100	\$	50.00	067	SPECIAL EDUCATION
0000006504	9/17/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	15.00	067	SPECIAL EDUCATION
0000006506	9/17/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	60.00	067	SPECIAL EDUCATION
0000006507	9/17/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	180.00	067	SPECIAL EDUCATION
0000006508	9/17/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	60.00	067	SPECIAL EDUCATION
0000006510	9/17/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	120.00	067	SPECIAL EDUCATION
0000006511	9/17/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	120.00	067	SPECIAL EDUCATION
0000006512	9/17/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	30.00	067	SPECIAL EDUCATION
0000006513	9/17/2018	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	30.00	067	SPECIAL EDUCATION
0000006527	9/18/2018	HOUGHTON MIFFLIN HARCOURT	WORKBOOKS	0100	\$	651.27	067	SPECIAL EDUCATION
0000006532	9/18/2018	EAST COUNTY SELPA /	REGISTRATION FEES	0100	\$	40.00	067	SPECIAL EDUCATION
0000006537	9/19/2018	AMAZON.COM	SUPPLIES FOR SP. ED	0100	\$	188.69	067	SPECIAL EDUCATION
0000006571	9/24/2018	CITI CARDS /	SUPPLIES FOR PROJ. SAFE	0100	\$	323.23	067	SPECIAL EDUCATION
0000006597	9/25/2018	CURRICULUM ASSOCIATES INC	SUPPLIES FOR SP. ED.	0100	\$	500.56	067	SPECIAL EDUCATION
0000006599	9/25/2018	MCGRAW HILL EDUCATION	CALIF. WONDERS 7 - GR 6	0100	\$	2,477.71	067	SPECIAL EDUCATION
0000006606	9/25/2018	HOUGHTON MIFFLIN HARCOURT	SYSTEM 44 BOOKS	0100	\$	2,829.14	067	SPECIAL EDUCATION
0000006618	9/26/2018	APPLE INC	IPAD - DISTRICT NURSE	0100	\$	327.17	067	SPECIAL EDUCATION
0000006623	9/27/2018	AMAZON.COM	SUPPLIES - SP. ED	0100	\$	90.49	067	SPECIAL EDUCATION
0000006624	9/27/2018	WESTERN PSYCHOLOGICAL SERVICES	SUPPLIES FOR SP. ED.	0100	\$	232.74	067	SPECIAL EDUCATION
0000006634	9/28/2018	APPLE INC	ADAPTER - CO	0100	\$	31.25	067	SPECIAL EDUCATION
				TOTAL	\$	13,193.83		SPECIAL EDUCATION Total
0000006399	9/5/2018	ROSETTA STONE LTD	LICENSES RENEWAL	0100	\$	18,378.00	069	EDUCATIONAL SERVICES
0000006468	9/11/2018	USBORNE BOOKS & MORE	LIBRARY BOOKS	0100	\$	10,785.38	069	EDUCATIONAL SERVICES
				TOTAL	\$	29,163.38		EDUCATIONAL SERVICES Total
0000006386	9/4/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$	180.00	070	PUPIL SERVICES
0000006389	9/4/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$	50.00	070	PUPIL SERVICES
0000006390	9/4/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$	200.00	070	PUPIL SERVICES
0000006421	9/6/2018	WEST ED	CALIF HEALTHY KIDS SURVEY	0100	\$	2,753.20	070	PUPIL SERVICES
0000006501	9/17/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$	125.00	070	PUPIL SERVICES
0000006503	9/17/2018	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$	50.00	070	PUPIL SERVICES
0000006627	9/27/2018	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	0100	\$	240.00	070	PUPIL SERVICES
				TOTAL	\$	3,598.20		PUPIL SERVICES Total
0000006599	9/25/2018	MCGRAW HILL EDUCATION	CALIF. WONDERS 7 - GR 6	0100	\$	5,781.33	071	DISTRICT LIBRARY
0000006621	9/26/2018	BARNES AND NOBLE BOOKSELLERS	LIBRARY BOOKS - CO	0100	\$	340.00	071	DISTRICT LIBRARY
				TOTAL	\$	6,121.33		DISTRICT LIBRARY Total
0000006375	9/4/2018	CLINT EUGENE DARR	CONSULTANT SERVICES	6300	\$	750.00	072	PROJECT SAFE
0000006434	9/7/2018	SMART & FINAL	SUPPLIES FOR YALE	6300	\$	200.00	072	PROJECT SAFE
0000006435	9/7/2018	SMART & FINAL	PROJECT SAFE SUPPLIES	6300	\$	100.00	072	PROJECT SAFE
0000006459	9/11/2018	SMART & FINAL	FOOD SUPPLIES FOR PROJ. SAFE	6300	\$	500.00	072	PROJECT SAFE
0000006470	9/12/2018	LAKESHORE LEARNING MATERIALS	SUPPLIES FOR YALE	6300	\$	334.24	072	PROJECT SAFE
0000006471	9/12/2018	AMAZON.COM	PROJECT SAFE - RS SUPPLIES	6300	\$	735.52	072	PROJECT SAFE
0000006472	9/12/2018	AMAZON.COM	PROJECT SAFE SUPPLIES - CH	6300	\$	66.50	072	PROJECT SAFE
0000006484	9/12/2018	S&S WORLDWIDE	SUPPLIES FOR PROJ. SAFE	6300	\$	2,872.31	072	PROJECT SAFE
0000006491	9/13/2018	SMART & FINAL	FOOD SUPPLIES FOR PROJ. SAFE	6300	\$	150.00	072	PROJECT SAFE
0000006499	9/17/2018	AMAZON.COM	SUPPLIES FOR PROJ. SAFE	6300	\$	52.36	072	PROJECT SAFE
0000006525	9/18/2018	S&S WORLDWIDE	SUPPLIES FOR PROJ. SAFE	6300	\$	175.28	072	PROJECT SAFE
0000006528	9/18/2018	SCHOOL HEALTH CORPORATION	AED PADS	6300	\$	47.43	072	PROJECT SAFE
0000006534	9/19/2018	DISCOUNT SCHOOL SUPPLY	SUPPLIES FOR PROJ. SAFE	6300	\$	682.29	072	PROJECT SAFE
0000006538	9/19/2018	SMART & FINAL	SUPPLIES FOR HC PROJ. SAFE	6300	\$	150.00	072	PROJECT SAFE
0000006542	9/19/2018	AMAZON.COM	SUPPLIES FOR CFH PROJ. SAFE	6300	\$	261.72	072	PROJECT SAFE
0000006543	9/19/2018	VAN OMMERING DAIRY	ADMISSIONS	6300	\$	1,325.00	072	PROJECT SAFE
0000006571	9/24/2018	CITI CARDS /	SUPPLIES FOR PROJ. SAFE	6300	\$	1,826.70	072	PROJECT SAFE
0000006571	9/24/2018	CITI CARDS /	SUPPLIES FOR PROJ. SAFE	6300	\$	2,288.92	072	PROJECT SAFE
0000006573	9/24/2018	AMAZON.COM	SUPPLIES - CFH PROJ. SAFE	6300	\$	532.06	072	PROJECT SAFE
0000006574	9/24/2018	AMAZON.COM	SUPPLIES - ASES	0100	\$	147.76	072	PROJECT SAFE
0000006575	9/24/2018	AMAZON.COM	SUPPLIES FOR PROJ. SAFE - PD	6300	\$	321.08	072	PROJECT SAFE
0000006604	9/25/2018	AMAZON.COM	SUPPLIES FOR PROJ SAFE - RS	6300	\$	87.38	072	PROJECT SAFE

0000006619	9/26/2018	SYSCO FOOD SERVICES OF	ANNUAL FOOD SUPPLIES - PS	6300	\$	15,000.00	072	PROJECT SAFE
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	17.61	072	PROJECT SAFE
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	6300	\$	176.10	072	PROJECT SAFE
			TOTAL		\$	28,800.26		PROJECT SAFE Total
0000006416	9/6/2018	EPLUS TECHNOLOGY INC.	ANNUAL MAINT. AGREEMENT	0100	\$	7,000.00	073	TECHNOLOGY SERVICES
0000006429	9/7/2018	SEHI COMPUTER PRODUCTS INC	REPL BULBS	4000	\$	948.46	073	TECHNOLOGY SERVICES
0000006436	9/7/2018	THE SOCO GROUP INC	FUEL FOR DISTRICT VEHICLES	0100	\$	73.00	073	TECHNOLOGY SERVICES
0000006535	9/19/2018	SEHI COMPUTER PRODUCTS INC	REPL. LAMPS - PD & PA	4000	\$	486.23	073	TECHNOLOGY SERVICES
0000006636	9/28/2018	DELL MARKETING L.P.	POWERBANKS - TECH	0100	\$	239.17	073	TECHNOLOGY SERVICES
000005542A	9/18/2018	PROTEL COMMUNICATIONS INC.	SUPPLIES FOR PA SYSTEM	4000	\$	20,656.38	073	TECHNOLOGY SERVICES
			TOTAL		\$	29,403.24		TECHNOLOGY SERVICES Total
0000006478	9/12/2018	MAINTEX INC	EQUIP. REPAIRS	0100	\$	118.50	074	OPERATIONS/CUSTODIAL
0000006610	9/26/2018	MAINTEX INC	CUSTODIAL SUPPLIES	0100	\$	107.75	074	OPERATIONS/CUSTODIAL
			TOTAL		\$	226.25		OPERATIONS/CUSTODIAL Total
0000006397	9/5/2018	CENTURY ENT., INC.	INTERIOR PAINTING - PA	0100	\$	9,600.00	075	MAINTENANCE
0000006415	9/6/2018	ABABA BOLT	MAINT. SUPPLIES	0100	\$	293.56	075	MAINTENANCE
0000006417	9/6/2018	FORDYCE CONSTRUCTION INC	REPL'D DAMAGED CONCRETED - PA	0100	\$	23,120.00	075	MAINTENANCE
0000006419	9/6/2018	ADVANCE PLUMBING CO	PLUMBING REPAIRS - RS	0100	\$	6,464.00	075	MAINTENANCE
0000006436	9/7/2018	THE SOCO GROUP INC	FUEL FOR DISTRICT VEHICLES	0100	\$	590.77	075	MAINTENANCE
0000006463	9/11/2018	WESTERN ENVIRONMENTAL & SAFETY	HAZMAT/ASBESTOS SERVICES	0100	\$	1,550.00	075	MAINTENANCE
0000006465	9/11/2018	THRASHER TERMITE & PEST CONTROL	TERMITE TENTING - ADMIN	0100	\$	5,100.00	075	MAINTENANCE
0000006466	9/11/2018	FORDYCE CONSTRUCTION INC	CONCRETE WALKWAY - HC	0100	\$	14,280.00	075	MAINTENANCE
0000006469	9/12/2018	EXCELL SECURITY INC	SECURITY SERVICES	0100	\$	1,091.13	075	MAINTENANCE
0000006551	9/20/2018	ADVANCE PLUMBING CO	IRRIGATION SYSTEM REPAIRS - PA	0100	\$	14,250.00	075	MAINTENANCE
0000006552	9/20/2018	ADVANCE PLUMBING CO	IRRIGATION REPAIRS-CFH	0100	\$	14,980.00	075	MAINTENANCE
0000006566	9/21/2018	ADVANCE PLUMBING CO	PLUMBING REPAIRS - CH	0100	\$	8,390.00	075	MAINTENANCE
0000006614	9/26/2018	R&R CONTROLS, INC.	HVAC REPAIRS	0100	\$	3,518.16	075	MAINTENANCE
0000006615	9/26/2018	CLEANING SYSTEM SPECIALISTS, INC.	PLUMBING SERVICES	0100	\$	394.85	075	MAINTENANCE
0000006616	9/26/2018	PRAXAIR DISTRIBUTION INC	WELDING SUPPLIES	0100	\$	1,081.96	075	MAINTENANCE
0000006617	9/26/2018	ADVANCE PLUMBING CO	EMERGENCY REPAIRS-PD GAS LEAK	0100	\$	23,183.00	075	MAINTENANCE
0000006622	9/26/2018	CITY OF SAN DIEGO	ANNUAL AED'S	0100	\$	17.60	075	MAINTENANCE
0000006632	9/27/2018	DATEL SYSTEMS	EMERGENCY FIBER OPTIC REPAIRS	0100	\$	4,100.26	075	MAINTENANCE
			TOTAL		\$	132,005.29		MAINTENANCE Total
0000006400	9/5/2018	A-Z BUS SALES, INC.	BUS PARTS FOR REPAIRS	0100	\$	199.73	076	TRANSPORTATION
0000006401	9/5/2018	INTERSTATE BATTERY OF SAN DIEGO INC	VEHICLE BATTERIES	0100	\$	866.39	076	TRANSPORTATION
0000006402	9/5/2018	ABABA BOLT	SUPPLIES	0100	\$	83.05	076	TRANSPORTATION
0000006403	9/5/2018	SCHOOL BUS PARTS COMPANY	SUPPLIES FOR SP. ED BUSES	0100	\$	81.05	076	TRANSPORTATION
0000006404	9/5/2018	SNAP-ON TOOLS	SUPPLIES	0100	\$	313.55	076	TRANSPORTATION
0000006405	9/5/2018	CROWN LIFT TRUCKS	EQUIPMENT REPAIRS	0100	\$	676.33	076	TRANSPORTATION
0000006406	9/5/2018	SAN DIEGO FRICTION PRODUCTS	SUPPLIES FOR NEW BUSES	0100	\$	46.53	076	TRANSPORTATION
0000006407	9/5/2018	O'REILLY AUTO PARTS	PARTS FOR REPAIRS	0100	\$	809.12	076	TRANSPORTATION
0000006436	9/7/2018	THE SOCO GROUP INC	FUEL FOR DISTRICT VEHICLES	0100	\$	203.28	076	TRANSPORTATION
0000006441	9/7/2018	AUTO-AIR-MARINE-ELECTRIC	VEHICLES REPAIRS	0100	\$	2,032.60	076	TRANSPORTATION
0000006442	9/7/2018	A-Z BUS SALES, INC.	SUPPLIES FOR BUSES	0100	\$	104.62	076	TRANSPORTATION
0000006443	9/7/2018	ZONAR SYSTEMS	SUPPLIES	0100	\$	46.05	076	TRANSPORTATION
0000006444	9/7/2018	PENSKE FORD	PARTS FOR VEHICLE REPAIRS	0100	\$	218.20	076	TRANSPORTATION
0000006461	9/11/2018	CREATIVE BUS SALES INC	REPAIR SERVICES	0100	\$	123.92	076	TRANSPORTATION
0000006461	9/11/2018	CREATIVE BUS SALES INC	REPAIR SERVICES	0100	\$	2,588.21	076	TRANSPORTATION
0000006480	9/12/2018	VALLEY TRACTOR & EQUIPMENT	EQUIP REPAIRS	0100	\$	48.81	076	TRANSPORTATION
0000006495	9/17/2018	O'REILLY AUTO PARTS	PARTS FOR VEHICLE REPAIRS	0100	\$	484.31	076	TRANSPORTATION
0000006495	9/17/2018	O'REILLY AUTO PARTS	PARTS FOR VEHICLE REPAIRS	0100	\$	202.79	076	TRANSPORTATION
0000006576	9/24/2018	WESTERN GRAPHIX	PRINTER REPAIRS	0100	\$	165.00	076	TRANSPORTATION
0000006577	9/24/2018	SIMMONS SOLAR CONTROL WINDOW TINTING	WINDOW TINTING SERVICES	0100	\$	140.00	076	TRANSPORTATION
0000006578	9/24/2018	INTERSTATE BATTERY OF SAN DIEGO INC	SUPPLIES	0100	\$	119.63	076	TRANSPORTATION
0000006579	9/24/2018	DAY WIRELESS SYSTEMS	BUS REPAIR SERVICES	0100	\$	700.00	076	TRANSPORTATION
0000006580	9/24/2018	CUMMINS PACIFIC LLC	REPAIR SERVICES	0100	\$	862.37	076	TRANSPORTATION
0000006581	9/24/2018	THE DETAIL SHOP	REPAIR SERVICES	0100	\$	650.00	076	TRANSPORTATION

0000006582	9/24/2018	SNAP-ON TOOLS	SHOP SUPPLIES	0100	\$	346.90	076	TRANSPORTATION
0000006583	9/24/2018	TIRE CENTERS WEST, LLC	TIRES	0100	\$	897.97	076	TRANSPORTATION
0000006584	9/24/2018	A-Z BUS SALES, INC.	SUPPLIES FOR BUS REPAIRS	0100	\$	154.24	076	TRANSPORTATION
0000006585	9/24/2018	SCHOOL BUS PARTS COMPANY	PARTS FOR BUS REPAIRS	0100	\$	139.82	076	TRANSPORTATION
0000006586	9/24/2018	HORSMAN AUTOMOTIVE	SMOGS	0100	\$	759.30	076	TRANSPORTATION
0000006607	9/25/2018	ZONAR SYSTEMS	BUNDLE FOR NEW BUS	0100	\$	66.17	076	TRANSPORTATION
				TOTAL		\$	14,129.94	TRANSPORTATION Total
0000006370	9/4/2018	DAVE BANG ASSOCIATES INC	SHADE CANOPY REPL - CFH	1400	\$	1,438.46	077	FACILITIES MODERNIZATION
0000006413	9/5/2018	HOME DEPOT COMMERCIAL ACCOUNT	VOLUNTEER DAY SUPPLIES	0100	\$	342.17	077	FACILITIES MODERNIZATION
0000006418	9/6/2018	FORDYCE CONSTRUCTION INC	CR WALL - SC ROOM 19	4000	\$	7,080.00	077	FACILITIES MODERNIZATION
0000006420	9/6/2018	EWING IRRIGATION PRODUCTS	VOLUNTEER DAY SUPPLIES	0100	\$	32.93	077	FACILITIES MODERNIZATION
0000006462	9/11/2018	DEPARTMENT OF GENERAL SERVICES	PLAN CK FEES - EV STATION-PA	0100	\$	2,468.84	077	FACILITIES MODERNIZATION
0000006463	9/11/2018	WESTERN ENVIRONMENTAL & SAFETY	HAZMAT/ASBESTOS SERVICES	1400	\$	16,870.00	077	FACILITIES MODERNIZATION
0000006481	9/12/2018	ZASUETA CONTRACTING INC.	INSTALL SHADE CLOTHS: CFH & SC	1400	\$	1,300.00	077	FACILITIES MODERNIZATION
000005462A	9/26/2018	A.O. REED & CO.	ADD'L WORK - ERC ROOF/HVAC	1400	\$	3,372.00	077	FACILITIES MODERNIZATION
				TOTAL		\$	32,904.40	FACILITIES MODERNIZATION Total
0000006464	9/11/2018	WASTE MANAGEMENT OF EL CAJON -	DISPOSAL OF SURPLUS TRASH	0100	\$	958.07	078	WAREHOUSE
0000006514	9/17/2018	ALERT SERVICES, INC	INVENTORY REPLENISHMENT	0100	\$	79.84	078	WAREHOUSE
0000006515	9/17/2018	DELL MARKETING L.P.	INVENTORY REPLENISHMENT	0100	\$	3,480.11	078	WAREHOUSE
0000006516	9/17/2018	MAINTEX INC	INVENTORY REPLENISHMENT	0100	\$	2,538.50	078	WAREHOUSE
0000006517	9/17/2018	VERITIV OPERATING COMPANY	INVENTORY REPLENISHMENT	0100	\$	20,147.53	078	WAREHOUSE
0000006518	9/17/2018	MISSION JANITORIAL SUPPLIES	INVENTORY REPLENISHMENT	0100	\$	1,594.53	078	WAREHOUSE
0000006519	9/17/2018	NASCO MODESTO	INVENTORY REPLENISHMENT	0100	\$	381.69	078	WAREHOUSE
0000006520	9/17/2018	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100	\$	3,884.70	078	WAREHOUSE
0000006521	9/17/2018	US GAMES	INVENTORY REPLENISHMENT	0100	\$	173.78	078	WAREHOUSE
0000006522	9/17/2018	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100	\$	160.46	078	WAREHOUSE
0000006523	9/17/2018	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	\$	1,269.22	078	WAREHOUSE
0000006524	9/17/2018	SPIRAL BINDING CO INC	INVENTORY REPLENISHMENT	0100	\$	136.37	078	WAREHOUSE
0000006587	9/25/2018	CAMEO PAPER & JANITORIAL	INVENTORY REPLENISHMENT	0100	\$	2,429.81	078	WAREHOUSE
0000006588	9/25/2018	DELL MARKETING L.P.	INVENTORY REPLENISHMENT	0100	\$	1,523.02	078	WAREHOUSE
0000006589	9/25/2018	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100	\$	624.52	078	WAREHOUSE
0000006591	9/25/2018	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100	\$	94.70	078	WAREHOUSE
0000006592	9/25/2018	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	\$	896.39	078	WAREHOUSE
0000006593	9/25/2018	UNITED HEALTH SUPPLIES	INVENTORY REPLENISHMENT	0100	\$	465.48	078	WAREHOUSE
0000006637	9/28/2018	AMAZON.COM	INVENTORY REPLENISHMENT	0100	\$	635.52	078	WAREHOUSE
0000006638	9/28/2018	CAMEO PAPER & JANITORIAL	INVENTORY REPLENISHMENT	0100	\$	118.53	078	WAREHOUSE
0000006639	9/28/2018	LAMINATION DEPOT INC	INVENTORY REPLENISHMENT	0100	\$	1,581.86	078	WAREHOUSE
0000006640	9/28/2018	MAINTEX INC	INVENTORY REPLENISHMENT	0100	\$	630.59	078	WAREHOUSE
0000006641	9/28/2018	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100	\$	61.42	078	WAREHOUSE
0000006642	9/28/2018	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	\$	710.80	078	WAREHOUSE
				TOTAL		\$	44,577.44	WAREHOUSE Total
0000006378	9/4/2018	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES - CNS	1300	\$	138.50	090	CENTRAL KITCHEN
				TOTAL		\$	138.50	CENTRAL KITCHEN Total
0000006371	9/4/2018	DATEL SYSTEMS	LIGHTNING CABLES FOR IPADS	0100	\$	8,189.00	091	TECHNOLOGY SERVICES
0000006372	9/4/2018	SEHI COMPUTER PRODUCTS INC	LAPTOP BATTERY - PD	0100	\$	78.01	091	TECHNOLOGY SERVICES
0000006373	9/4/2018	DATEL SYSTEMS	IPAD CHARGING CABINETS	0100	\$	1,697.06	091	TECHNOLOGY SERVICES
0000006490	9/13/2018	SEHI COMPUTER PRODUCTS INC	LAPTOP BATTERY - PD	0100	\$	78.01	091	TECHNOLOGY SERVICES
0000006526	9/18/2018	APPLE INC	SUPPLIES FOR TECHNOLOGY	0100	\$	105.59	091	TECHNOLOGY SERVICES
0000006530	9/18/2018	APPLE INC	SUPPLIES FOR TECHNOLOGY	0100	\$	4,176.83	091	TECHNOLOGY SERVICES
0000006628	9/27/2018	APPLE INC	IPAD SUPPLIES - TECH	0100	\$	538.21	091	TECHNOLOGY SERVICES
				TOTAL		\$	14,862.71	TECHNOLOGY SERVICES Total
						\$	490,681.27	Grand Total

Consent Item D.2.4. Acceptance of Donations, Grants, and Bequests
 Prepared by Karl Christensen
 October 16, 2018

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, grants, and/or bequests have been offered to the District:

<i>Item</i>	<i>Approximate Value</i>	<i>Received From</i>	<i>Designated For Use At</i>
DONATIONS			
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$224.90	Picaboo Yearbooks	PRIDE Academy
Classroom Project, "Marvelous Morning Meeting" (M. Board)	\$56.95	DonorsChoose.org	Rio Seco School
Classroom Supplies (M. Bartholomew)	\$100.00	Robin Dorazio	Sycamore Canyon School
GRANTS			
(None)			
BEQUESTS			
(None)			
TOTAL RECEIVED	\$381.80		

RECOMMENDATION:

Administration recommends acceptance of the donations, grants, and/or bequests 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 goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	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, grants, and/or bequests listed above are valued at \$381.80.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

BACKGROUND:

The Santee School District is required to provide for transportation of Special Education students when their Individualized Education Plan (IEP) includes the need for this service. In lieu of the District providing transportation, the District offers parents/guardian the opportunity to transport their own children and receive reimbursement for their incurred mileage at the IRS-approved rate.

The Commercial Warrants Audit manual stipulates that an agreement is to be executed with the Parent/Guardian whenever mileage reimbursement is provided. Agreements with parents/guardians opting to receive mileage reimbursement during the 2018-19 and 2019-20 school year for the transportation of their own child(ren) are listed below:

School of Attendance	Round Trip Miles Per Day	# of Days	Per Mile Rate	Total Estimated Annual Cost
Sycamore Canyon School	5.6	199	\$0.5450	\$607.35
Sycamore Canyon School	5.0	199	\$0.5450	\$542.28
Total:				\$1,149.63

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	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 of \$1,149.63 is paid in lieu of District provided transportation.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

Consent Item D.2.6.
 Prepared by Karl Christensen
 October 16, 2018

Approval/Authorization/Ratification of Change Order
 #1 and Filing of Notice of Completion for Bid
 #1718-007-109 – Installation and Site Work for New
 Modular Classroom Buildings at Rio Seco School

BACKGROUND:

Notice of Completion documents were filed with the County Recorder for Bid #1718--077-109: Installation and Site Work of New Modular Classroom Buildings at Rio Seco School. Retention amounts withheld from progress payments will be released after 30 days from the date of recording the Notice of Completion.

Change Order #1 incorporates various modifications to the scope of the original contract delineated below:

Description	Value
Water line replacement to fields and facilities.	\$32,376.00
Electrical and Communication changes due to building location change.	\$(15,000.00)
Additional exterior drinking fountain location and needed back flow prevention devices and valves.	\$12,028.00
Flooring upgrades.	\$4,848.00
Upgraded and additional communication cabling.	\$6,301.00
Abatement and removal of underground asbestos transite pipe.	\$1,200.00
Unstable soils in parking lot Soil Cement treatment recommended by geotechnical engineer.	\$11,499.00
TOTAL	\$ 53,252.00

Although the project is complete, some change orders that were authorized remain to be quantified and finalized. A subsequent item will be brought back when all change orders and the final contract amount are finalized.

RECOMMENDATION:

It is recommended that the Board of Education Approve/Ratify Change Order #1 and Authorize/Ratify filing of Notice of Completion documents for Bid #1718-077-109 – Installation and Site Work of New Modular Classroom Buildings at Rio Seco School.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	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:

\$53,252 from the Capital Improvement Program 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.2.6.

BACKGROUND:

With 23 busses, 3 vans, and 21 white fleet vehicles used by Maintenance, Technology, Warehouse, and Child Nutrition, the District’s annual off-site fuel purchases exceed the bid limit. Accordingly, formal bids were solicited using required notice and advertisement means. Pricing was to be expressed as the margin added to the weekly OPIS (Oil Price Information Service) rack rate for San Diego and the bid included the following additional specifications related to the fueling station:

For Service Station bidder’s pricing, bidder shall provide with its pricing schedule a detailed description of the pricing structure utilized, to include OPIS (Oil Price Information Services) weekly publication for the week of September 19, 2018, and the Rack Location of the fuel being offered.

1. Fuel will be available from the vendor’s place of business using a “card lock” System.
2. At least one (1) fueling station must be within a five-mile radius of the District’s Transportation Department, located at 9880 Riverwalk Drive, Santee, CA 92071
3. Fuel must be available on a 24-hour basis.
4. The fueling station must be able to accommodate all district vehicles.
5. The fueling station must be well lit and conducive to vehicle and personal safety and security.
6. Due to “the District’s” schools being designated by the Red Cross as emergency shelters, bidder must be equipped to be able to fuel “the District’s” vehicles during emergency situations at the time their bid is submitted, including power outages, and bidder’s response must specify how it is currently equipped to do so.
7. Bidders shall provide a plastic or plastic-coated card for each district vehicle that will allow access to the fuel pumps.
8. The card shall be encoded so the card identifies the vehicle to which it is assigned.

One bid was received from the vendor the District currently uses for off-site fuel purchases – The SOCO Group – with the following bid pricing:

Ultra Low Sulfur Diesel	Regular Unleaded 87	Midgrade Unleaded 89	Premium Unleaded 91
OPIS + \$0.143 + Taxes	OPIS + \$0.138 + Taxes	OPIS + \$0.138 + Taxes	OPIS + \$0.138 + Taxes

The bid includes options to renew for up to two additional years.

RECOMMENDATION:

It is recommended that the Board of Education award the bid for off-site fuel purchases to The SOCO Group.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
	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:

Approximately \$100,000 annually paid from General Fund and Child Nutrition Fund

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

Consent Item D.2.8.
Prepared by Karl Christensen
October 16, 2018

Approval of Amendment to Agreement with DS&C to
Serve as Dissemination Agent for Annual Continuing
Disclosure Requirements Related to Long Term Debt

BACKGROUND:

On November 3, 2015, the District entered into an agreement with DS&C to serve as dissemination agent for annual continuing disclosure requirements related to long-term debt.

In 2016, the California State Legislature passed Senate Bill #1029, requiring public agencies that have issued debt to electronically file an Annual Debt Transparency Report (ADTR). These reports are to include information such as changes to amount of debt authorized, any lapsed authorization, debt issued and repaid, and spending of proceeds. A report must be filed with the California Debt and Investment Advisory Commission ("CDIAC") no later than January 31 for each bond or note issuance sold in the preceding fiscal year.

This amendment incorporates this new requirement into the continuing disclosure services provided by DS&C.

RECOMMENDATION:

It is recommended that the Board of Education approve the Amendment to the Agreement with DS&C to serve as dissemination agent for annual continuing disclosure requirements related to Long Term Debt.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
	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:

\$500 one-time setup fee plus \$500 per ADTR, not to exceed \$2,500 annually with annual escalation of 2.5% in subsequent years.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.8.



ADDENDUM TO CONTINUING DISCLOSURE SERVICES AGREEMENT BETWEEN
SANTEE SCHOOL DISTRICT AND DALE SCOTT & COMPANY

1) To the section entitled **Advisory Services Provided**, the following shall be added:

Preparation and Filing of SB1029 Annual Debt Transparency Reports ("ADTRs") shall include but not be limited to:

- Complete an Annual DTR for each applicable District bond or note issuance
- Obtain outstanding data from the District not otherwise available as required for the filing of each Annual DTR
- Annually file ADTRs with the California Debt and Investment Advisory Commission ("CDIAC")
- Provide the District with notice and confirmation of each successful filing

2) To the section entitled **Compensation**, the following shall be added:

For the preparations and filing of ADTRs:

- A one-time set-up fee of \$500 for each ADTR
- An annual fee of \$500 for each filed ADTR provided however:
 - ~~That for any one year, the total annual fee for all services related to the preparation and filing of ADTRs shall not exceed \$2,500~~
- Starting with the second year of this Agreement, the Annual DTR fee and annual cap shall escalate by 2.5% per year

Sincerely,

Dale Scott
President
Dale Scott & Company

Accepted:

Name:
Title:
Date:

Consent Item D.2.9.
Prepared by Karl Christensen
October 16, 2018

Approval/Ratification of Memorandum of
Understanding with the City of Santee and Santana
National Little League To Install Safety Netting at
One Rio Seco Ballfield

BACKGROUND:

Administration has been working with the City of Santee and Santana National Little League (PNLL) to install netting on the outfield fence of the Majors field at Rio Seco. The City Council approved an allocation to fully fund the cost of installing the netting from left-center to right-center in order to protect spectators.

This Memorandum of Understanding contains provisions to receive funding from the City and install the netting in accordance with a vendor quote. Santana National Little League will be responsible for maintenance and upkeep of the netting once it is installed.

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify the Memorandum of Understanding with the City of Santee and Santana National Little League to install safety netting at one Rio Seco ballfield.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	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:

\$13,600 in funding from the City to pay for installation of netting

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.9.

MEMORANDUM OF UNDERSTANDING
Improvements to Ball Field at Rio Seco School

This Memorandum of Understanding (“MOU”) is executed and entered into this 16 day of October 2018, by and between the City of Santee (“CITY”), the Santee School District (“DISTRICT”), and the Santana National Little League (“LEAGUE”), collectively referred to as the “PARTIES”.

RECITALS

WHEREAS, in 1986, CITY and DISTRICT executed a Joint Use Agreement to expand public recreational opportunities through improvements to properties owned by DISTRICT; and,

WHEREAS, in 2011, the Joint Use Agreement was amended to include improvements to ball fields and supporting improvements and facilities at Rio Seco School, located at 9545 Cuyamaca Street, Santee, CA (“FACILITY”); and,

WHEREAS, the PARTIES desire to improve the safety of spectators viewing activities at the FACILITY by installing 160 linear feet of netting 15 feet high on outfield fence of the majors field from left-center field to right-center field to prevent home run balls from entering center area where spectators congregate and traverse (“PROJECT”); and,

WHEREAS, CITY wishes to fund the PROJECT utilizing Park-in-Lieu funds;

NOW THEREFORE, the PARTIES do hereby mutually agree as follows:

1. General

- a. The foregoing recitals are true and correct.

2. Duties and Responsibilities

CITY:

- a. CITY shall provide funding to DISTRICT for the PROJECT in an amount not to exceed \$13,600;
- b. CITY shall pay DISTRICT the amount of the awarded contract for the PROJECT within thirty (30) calendar days of receiving notice from DISTRICT of contract award (“Initial CITY Payment”);

- c. In the event that DISTRICT's incurred expenditures for the PROJECT, as evidenced by vendor invoices, exceed the Initial CITY Payment, CITY shall remit a final payment to DISTRICT upon receipt of an itemized expenditure report ("Final CITY Payment"). In no event shall the sum total of the Initial CITY Payment and the Final CITY Payment exceed \$13,600.

DISTRICT:

- a. DISTRICT shall provide a contractor to complete the PROJECT and shall provide DISTRICT personnel for coordination as necessary;
- b. DISTRICT shall provide CITY a copy of the awarded contract for the PROJECT in order for the CITY to release the Initial CITY Payment;
- c. DISTRICT shall provide inspection of the PROJECT;
- d. DISTRICT shall submit an itemized expenditure report with copies of vendor invoices to the CITY upon completion of the PROJECT;
- e. DISTRICT shall reimburse CITY for any unused Initial CITY Payment within thirty (30) calendar days of filing a Notice of Completion for the PROJECT;
- f. DISTRICT shall not be held responsible for any expenses associated with the maintenance or replacement of the PROJECT after installation.
- g. DISTRICT shall ensure that PROJECT will not be removed for a minimum of ten (10) years.

LEAGUE:

- a. LEAGUE, after accepting and approving installation, shall regularly inspect, maintain and replace, when necessary, the PROJECT at its expense to ensure it is safe and in good working order;
- b. LEAGUE shall not remove or alter PROJECT without express written approval of DISTRICT and CITY;
- c. LEAGUE shall not erect any permanent or semi-permanent structures on, or construct improvements to, the FACILITY without prior, written consent of DISTRICT. This includes, but is not limited to; field lights, electrical connections, scoreboards, bleachers or self-contained seating, booths, or snack bars.
- d. LEAGUE shall provide advance notice to DISTRICT of any contract workers LEAGUE may be bringing to the FACILITY. LEAGUE shall cooperate with DISTRICT in the scheduling of contract work to occur on FACILITY grounds to ensure DISTRICT's compliance with Education Code provisions governing fingerprinting and background checks of contractors performing construction or maintenance work on the FACILITY. This may include incorporating fingerprinting and background check provisions in

LEAGUE contracts with vendors, scheduling contract work for Non-School Hours, or arranging for school personnel supervision at LEAGUE expense.

3. Indemnification

To the fullest extent permitted by law, LEAGUE agrees to indemnify, defend (with independent counsel approved by the CITY) and hold harmless the CITY and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the LEAGUE, LEAGUE's agents, officers, employees, subconsultants, or independent consultants hired by LEAGUE under this Agreement. The LEAGUE's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the LEAGUE's work by an Indemnified Party shall not relieve or reduce the LEAGUE's indemnification obligation. LEAGUE shall pay and satisfy any judgment, award or decree that may be rendered against the CITY, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this MOU or the termination of this MOU and are not limited by the provisions relating to insurance. If the LEAGUE maintains additional coverage or higher limits than those indicated herein, then the CITY shall be entitled to additional coverage or higher limits maintained by the LEAGUE.

To the fullest extent permitted by law, LEAGUE agrees to indemnify, defend (with independent counsel approved by the DISTRICT) and hold harmless the DISTRICT and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the LEAGUE, LEAGUE's agents, officers, employees, subconsultants, or independent consultants hired by LEAGUE under this Agreement. The LEAGUE's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or

other act or omission of an Indemnified Party. The acceptance or approval of the LEAGUE's work by an Indemnified Party shall not relieve or reduce the LEAGUE's indemnification obligation. LEAGUE shall pay and satisfy any judgment, award or decree that may be rendered against the DISTRICT, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Amendment or the termination of this Amendment and are not limited by the provisions relating to insurance. If the LEAGUE maintains additional coverage or higher limits than those indicated herein, then the DISTRICT shall be entitled to additional coverage or higher limits maintained by the LEAGUE.

4. "Independent Contractor"

Nothing contained in this MOU is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the PARTIES. The DISTRICT shall at all times remain an "independent contractor" with respect to the services to be performed under this MOU. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the DISTRICT is an independent contractor.

5. Notices

Any and all notices, reimbursements, bill and payments sent or required to be sent to the parties to this MOU will be mailed to the following addresses:

CITY
Bill Maertz
Director of Community Services
10601 Magnolia Avenue
Santee, CA 92071

DISTRICT
Karl Christensen
Assistant Superintendent Business
Services
9625 Cuyamaca St
Santee, CA 92071

LEAGUE
Victor Leyva
President
PO Box 710302
Santee, CA 92072

5. Legal Relations and Responsibilities

- a. Nothing in the provisions of this MOU is intended to create duties or obligations to, or rights in, third parties to this MOU.

6. Term

The term of this MOU shall be continuing until cancelled or revoked by mutual written consent of the PARTIES.

7. Administrative Requirements

DISTRICT shall utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

8. Severability


If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected thereby and all other parts of this MOU shall nevertheless be in full force and effect.


In witness thereof, the PARTIES have caused this MOU to be executed by action of their respective governing bodies or designees and to be effective and operative upon the fixing of the last signature hereto.

Signatures of the PARTIES:

CITY

LEAGUE



Marlene Best
City Manager


Victor Leyva
President

9/17/18
Date


8/22/2018
Date

DISTRICT:


Dr. Kristin Baranski,
Superintendent

8/23/18
Date

Approved as to Form:
BEST, BEST, and KRIEGER LLP


Shawn Hagerty
City Attorney for City of Santee

9/21/18
Date

Consent Item D.3.1.

Approval of Nonpublic Master Contract with San Diego Center for Children for Residential Treatment Center Services and Nonpublic School Services

Prepared by Dr. Stephanie Pierce
October 16, 2018

BACKGROUND:

At times, students with disabilities also demonstrate significant mental health needs. These students may require enrollment in a Residential Treatment Center (RTC) and nonpublic school (NPS) due to their need for intensive mental health intervention and to demonstrate educational progress. Recently, a student is transitioning from an out of state residential facility to San Diego Center for Children RTC. The District is responsible for the NPS portion. The mental health and residential needs are funded by the District and then reimbursed by the SELPA at the end of the fiscal year. Due to the severity of need for the student, professional transportation with an escort is required.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Master Contract with San Diego Center for Children (NPS + RTC) for one student for the term beginning on October 11, 2018 through June 30, 2019. The Nonpublic Master Contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

	Number of Students	Duration of Service	Cost per Month/Day	Total Cost
Room/Board + Mental Health Services	1	10/11/18 – 6/30/19	\$14,313.50	\$124,204.24
NPS	1	157 days	\$211.96	\$33,277.72
TOTAL				\$157,481.96

STUDENT ACHIEVEMENT:

Some students require alternative settings and mental health intervention to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Consent Item D.3.2.

Approval of Nonpublic School Master Contract with
Excelsior Academy for Nonpublic School Services

Prepared by Dr. Stephanie Pierce
October 16, 2018

BACKGROUND:

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. One student with disabilities requires enrollment at Excelsior Academy School for the 2018-2019 school year to address his unique needs.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic School Master Contract with Excelsior Academy for one student for the 2018-2019 school year. These contracts will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The terms of the Master Contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day	Total Cost
Excelsior Academy	1 student	180 days including 7 days of ESY instruction	\$197.56	\$35,560.80

STUDENT ACHIEVEMENT:

Some students require alternative settings to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.2.

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/Position #	Previous Annual Salary	New Annual Salary	Effective Date

B. Temporary Rehires:

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

C. Change of Status/Location:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Chiang, Tony	Carlton Oaks	V-10 to VI-10 #10321554	\$73,745.00	<i>\$79,418.00</i>	08-15-18
2. Jerabek, Alyssa	Chet F. Harritt to <i>Chet F. Harritt / PRIDE Academy</i>	V-01 #10324260	\$26,472.50	<i>\$52,945.00</i>	09-17-18 to 06-12-19
3. Stout, Toni	Cajon Park	IV-19 to V-19 #10321109	\$81,099.00	<i>\$87,402.00</i>	08-15-18

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/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Atkinson, Shealyn	Chet F. Harritt	Project SAFE Assistant 17 A / 3.0 hrs #10325034	\$0.00	\$843.47	10-01-18
2. Baylor, Monica	Pepper Drive	Campus Aide CA-A / 2.0 hrs #10327462	\$0.00	\$476.67	09-21-18
3. Hassin, Marci	Rio Seco	Campus Aide CA-A / 2.0 hrs #10327464	\$0.00	\$476.67	10-02-18

Classified Staff continued

H. New Appointments continued:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
4. Petersen, Leslie	PRIDE Academy	Health Clerk 23.5 A / 6.0 hrs #10327257	\$0.00	\$2,323.25	09-19-18
5. Sanati, Sendy	Cajon Park	Campus Aide CA-A / 2.0 hrs #30003614	\$0.00	\$476.67	09-20-18
6. Sevenello, Morena	Pepper Drive	Instructional Assistant, Special Ed I 20 A / 5.0 hrs #30003717	\$0.00	\$1,627.97	09-18-18
7. Thomas, Lynn	Transportation	Bus Attendant 19 A / 5.0 hrs #30010108	\$0.00	\$1,550.36	10-01-18
8. Whiteman, Chelsea	Carlton Hills	Instructional Assistant, Special Ed II 21 A / 3.75 hrs #10327145	\$0.00	\$1,281.74	10-02-18

I. Rehires:

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

J. Change of Status/Location:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Boxler, Nancy	Sycamore Canyon to Cajon Park	Instructional Assistant, Special Ed II 21 E / 3.75 hrs to 21 E / 6.0 hrs #10327240	\$1,563.91	\$2,502.00	10-01-18
2. Keating, Samantha	Hill Creek	Campus Aide CA-E / 3.0 hrs to CA-E / 3.5 hrs #10327455	\$869.05	\$1,013.89	06-01-18
3. Temple, Candace	Hill Creek	Instructional Assistant, Special Ed II 21 D / 6.0 hrs to <i>Student Support Assistant</i> 27.5 A / 6.5 hrs #10327213	\$2,380.06	\$2,827.00	10-04-18
4. Walter, Angela	Sycamore Canyon to <i>Special Education</i>	Instructional Assistant, Special Ed II 21 A / 3.5 hrs to <i>Student Support Assistant</i> 27.5 A / 6.0 hrs #30010493	\$1,196.16	\$2,827.00	10-16-18

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date
1. Roessler, Nannette	Carlton Oaks	Project SAFE Assistant 17 E / 3.75 hrs	Personal	Deny	11-01-18 to 01-31-19

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Babraitis, Jane	PRIDE Academy	Campus Aide	Personal	10-06-18
2. Persiani, Sarah	Cajon Park	Project SAFE Assistant	Moving	11-01-18
3. Smith, Jessa	Cajon Park	Campus Aide	Personal	10-13-18
4. Urbanski, Patricia	Sycamore Canyon	Early Childhood Group Leader I	Health	10-27-18

Classified Staff continued

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

It is recommended that the Board of Education approve the listed personnel appointments, changes of status, leave requests, resignations, dismissals, and consultants.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

Consent Item D.4.2. Adoption of Proclamation Endorsing the Great American Smokeout on November 15, 2018
Prepared by Tim Larson
October 16, 2018

BACKGROUND:

A major education goal of the Santee School District is to provide students with the knowledge, skills, and attitudes needed for a drug free life. To support this, the American Cancer Society, Santee Solutions Coalition, and Communities Against Substance Abuse are requesting the Board of Education adopt a proclamation that supports the Great American Smokeout on November 15, 2018.

This proclamation is part of our commitment to help educate our students about the effects of tobacco as part of the Tobacco Use Prevention and Education Grant.

RECOMMENDATION:

It is recommended that the Board of Education adopt the proclamation to promote the Great American Smokeout in support of a healthier Santee Community.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT:

This proclamation promotes the belief that a drug-free life is a necessary component for a safe and healthy community and contributes to academic achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

**PROCLAMATION
GREAT AMERICAN SMOKEOUT
November 15, 2018**



WHEREAS, the American Cancer Society encourages all tobacco users to join the Great American Smokeout and quit for at least one day; and

WHEREAS, the American Cancer Society has set aside November 15, 2018 as the Annual Great American Smokeout; and

WHEREAS, the purpose for the observance of the day is to create awareness and draw community attention to the risk tobacco smoking poses to the health, wellbeing and welfare of the human race; and

WHEREAS, the tobacco epidemic kills nearly 6 million people each year; and

WHEREAS, after high blood pressure, tobacco is the biggest contributor to non-communicable diseases, which account for 64% of deaths worldwide; and

WHEREAS, tobacco killed 100 million people in the 20th century; and

WHEREAS, Santee School District is working to promote global understanding and 21st century learning skills for all students;

NOW THEREFORE BE IT PROCLAIMED that the Santee School District hereby recognizes and supports the American Cancer Society's GREAT AMERICAN SMOKEOUT on November 15, 2018 and encourages all citizens in the community who smoke, use chew or dip tobacco, to demonstrate to themselves and to their children that they can quit by joining the Great American Smokeout.

Adopted this 16th Day of October 2018.

Dianne El-Hajj, President

Ken Fox, Vice-President

Dustin Burns, Clerk

Elana Levens-Craig, Member

Barbara Ryan, Member

Dr. Kristin Baranski, Superintendent

BACKGROUND:

The District will need 18 short-term Campus Aide shifts filled for November 6, 2018. The duties will consist of monitoring exit doors of school site polling locations at Cajon Park, Carlton Hills, and PRIDE Academy and Sycamore Canyon schools.

Below is the schedule for each school site:

Site	# of Exit Doors to Campus	Shift 1	Shift 2	# of Aides Needed	Total Paid Hours
Cajon Park	2	7:00am to 10:40am	10:40am to 2:20pm	4 at 3 hrs; 40 min each	14 hours; 40 minutes
Carlton Hills	2	7:00am to 10:40am	10:40am to 2:20pm	4 at 3 hrs; 40 min each	14 hours; 40 minutes
PRIDE Academy	2	7:00am to 10:40am	10:40am to 2:20pm	4 at 3 hrs; 40 min each	14 hours; 40 minutes
Sycamore Canyon	3	7:00am to 11:00am	11:00am to 3:00pm	6 at 4 hrs each	24 hours

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

RECOMMENDATION:

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

- (18) campus aide positions for up to 4 hours per day, per person; November 6, 2018

FISCAL IMPACT:

The approximate cost to employ the short-term positions will be between \$11.53 and \$14.02 per hour.

STUDENT ACHIEVEMENT IMPACT:

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

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 Dr. Kristin Baranski
October 16, 2018

Board's Legislative Goals for 2019

BACKGROUND:

This is the time of the year when the Board reviews their legislative goals in anticipation of the State Legislature beginning to develop legislation and bills that may impact education. Meetings may be scheduled to present Santee School District's Legislative Goals to our State Senator and State Assemblyperson as they begin consideration of legislative bills.

Administration has reviewed the Legislative Goals and Legislative Public Policy Statements and provided recommended revisions that would positively impact instruction and assist in maintaining fiscal solvency. The attached list is presented for Board consideration and direction to produce Board Legislative Goals for 2019 to be shared with local legislators.

Tonight, President Ryan, the Board's legislative representative, will facilitate any discussion by the Board about the Legislative Goals.

RECOMMENDATION:

It is recommended that the Board review the recommended revisions from Administration and provide any input and/or recommendations to produce Legislative Goals for 2019 which may be presented to legislative representatives for the upcoming legislative session. Action is at the discretion of the Board.

FISCAL IMPACT:

There is no current fiscal impact of this item.

STUDENT ACHIEVEMENT IMPACT:

Any legislation that may come about would have a direct impact in student achievement.

Motion: _____ Second: _____ Vote: _____ Agenda Item E.1.1.



SANTEE SCHOOL DISTRICT

October 16, 2018

2019 LEGISLATIVE GOALS

1. *Seek/support legislation to fund STRS and PERS cost increases separate from LCFF.*
2. *Seek/support legislation to ensure funding adequacy for K-12 school districts and reduce the disparity in per ADA LCFF funding among school districts.*
3. Seek/support legislation to fund and implement the Special Education Task Force recommendations in order to improve the funding of Special Education and reduce the impact on LCFF dollars, especially preschool and mental health needs.
4. Seek/support legislation to adequately fund technology, instructional materials, and professional development needs for Common Core State Standards and Smarter Balanced Assessments on an ongoing basis.
5. Seek/support enactment of school finance legislation, which fully funds the Federal Individual with Disabilities Education Act (IDEA) and mandates those funds be allocated proportionately and directly to school districts.

2019 PUBLIC POLICIES

ACADEMIC INSTRUCTION AND ACHIEVEMENT LEGISLATION

- A-1. ~~Seek/support legislation requiring textbook publishers to provide online instructional materials for English Language Arts, Mathematics, Science, and History/Social Science in grades K-8 prior to State Board approval.~~
- A-2. Seek/support legislation requiring textbook publishers to provide instructional materials for combination or multi-grade classrooms in grades K-8 prior to State Board approval.
- A-3. ~~Seek/support legislation to meet instructional materials sufficiency requirements under the William settlement to include online instructional materials and software programs.~~



SANTEE SCHOOL DISTRICT

October 16, 2018

2019 FISCAL LEGISLATION

- B-1. Seek/support legislation that supports Level II developer fees for K-8 schools to mitigate the impact of facilities construction and modernization and equalize the funding streams for new school construction for elementary school districts with 7th and 8th grade students to be on the same playing field as high schools.
- B-2. Support legislation restoring school facilities coverage under the California Environmental Quality Act (CEQA) to permit the use of the CEQA process to mitigate the impact of development on schools.
- B-3. Support legislation that would lower the margin of approval for local parcel taxes for schools from two-thirds to 55 percent.
- B-4. Seek/support legislation that would require the Education Code guidelines for certificated and classified Reduction in Service (RIS) notices be suspended when the State implements mid-year budget cuts.
- B-5. Support legislation for declining enrollment school districts based on the highest ADA during the last three years instead of the prior year.
- B-6. Support legislation that provides maximum flexibility and local control to outsource services when needed.

Discussion and Action Item E.2.1.
Prepared by Karl Christensen
October 16, 2018

Authorization to Solicit Informal Bids through
the CUPCCAC Process for Reroofing the
Cajon Park Annex

BACKGROUND:

On September 4, 2012, the Board of Education approved a resolution to utilize the California Uniform Public Construction Cost Accounting Act (CUPCCAC) for public works projects over the \$15,000 formal bid threshold. Staff has developed an approved vendor list following the procedures of the CUPCCAC process. This allows staff to seek informal bids or quotes for public works projects using the qualified vendors list for projects up to \$175,000.

Over the last several years, the District has been working to reroof all of its buildings at schools and the District Office. With completion of Cajon Park, Sycamore Canyon, and the ERC this summer, all buildings have been reroofed except for the Cajon Park Annex.

Deferred Maintenance plans incorporate reroofing the Cajon Park Annex with 2019-20 funds. However, due to the YMCA operating their summer program there, it will not be possible to reroof next summer. Administration seeks Board approval to commence this project for Winter Break 2018. This will require an additional transfer into the Deferred Maintenance fund this year.

If authorized, when acceptance of the informal bid is brought to a subsequent Board meeting, an item to authorize a commensurate additional transfer into the Deferred Maintenance fund will also be included.

RECOMMENDATION:

It is recommended that the Board of Education authorize utilizing the CUPCCAC process to solicit informal bids for reroofing the Cajon Park Annex.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	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:

Estimated cost is \$100,000 to be paid from the Deferred Maintenance Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

Discussion and/or Action Item E.2.2.
Prepared by Karl Christensen
October 16, 2018

Adoption of Resolution No. 1819-12 for the
Sale of Former Santee School Site to Third
Highest Bidder and Approval of Purchase
Agreement and Escrow Instructions with
Cameron Brothers Construction Company, LP

BACKGROUND:

At the August 15, 2017 meeting, the Board of Education accepted the highest oral bid for sale of the Former Santee School Site Property ("Property"). This bid was received from LPC West, LLC ("Buyer One") in the amount of \$11,105,000. At the September 5, 2017 meeting, the Board approved a Purchase and Sale Agreement with Buyer One and escrow opened on September 8, 2017. On March 2, 2018, the District received a termination notice from Buyer One.

In accordance with the terms of the Resolution Declaring the Board's Intent to Sell the Property, the District may offer the Property to the next highest bidder. Haagen Company LLC was the second highest bidder with an oral bid of \$10,605,000 ("Buyer Two"). Buyer Two reduced their oral bid to writing and accepted the District's offer to sell the Property with terms and escrow instructions contained in the Purchase and Sale Agreement ("Agreement"). On April 17, 2018, the Board approved Resolution No. 1718-29 and a Purchase and Sale Agreement with Buyer Two and escrow opened on April 20, 2018. On September 19, 2018, the District received a termination notice from Buyer Two.

Cameron Brothers Construction Company, LP ("Buyer Three"), is the third highest, and only remaining, bidder for the Property. Buyer Three submitted a written bid of Nine Million Three Hundred Fifty Seven Thousand One Hundred Twenty Four and 00/100 Dollars (\$9,357,124). To initiate sale to Buyer Three, a Resolution and Purchase and Sale Agreement ("Agreement") is presented for Board approval.

The 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 \$187,142.48. 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 \$187,142.48. 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 adopt Resolution No. 1819-12 and Approve the Purchase Agreement and Escrow Instructions with Cameron Brothers Construction Company, LP for Purchase of the Former Santee School Site Property.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	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:

\$9,357,124 if sale finalized during Initial Contingency Period; \$9,544,266.48 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.2.2.

RESOLUTION NO 1819-12

RESOLUTION OF THE SANTEE SCHOOL DISTRICT BOARD OF EDUCATION APPROVING A PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE SANTEE SCHOOL DISTRICT AND CAMERON BROTHERS CONSTRUCTION COMPANY, LP

WHEREAS, the Santee School District ("District") is the owner of an approximate 13.21-acre parcel of real property, commonly known as the former "Santee School Site," located at 10335 Mission Gorge Road and identified as San Diego County Assessor Parcel Nos. 384-091-01, 384-091-13, and 384-091-14 ("Property");

WHEREAS, the Property is more specifically defined and depicted in Exhibits "A" and "B" of the Purchase Agreement and Escrow Instructions ("Purchase Agreement"), attached hereto and incorporated herein by this reference;

WHEREAS, on April 4, 2017, the Board adopted Resolution No. 1617-35 declaring its intention to sell the Property and establishing a date and time in which to receive and consider bids for the purchase of the Property;

WHEREAS, on September 5, 2017, the Board approved a Purchase Agreement with LPC West, LLC, the highest bidder for the Property;

WHEREAS, due to unforeseen monetary circumstances, LPC West, LLC withdrew its bid to purchase the Property from the District and cancelled escrow;

WHEREAS, Resolution No. 1617-35 provides for a process in the event a bidder defaults or otherwise fails to purchase the Property;

WHEREAS, pursuant to Resolution No. 1617-35, the District may, at its discretion, continue to offer the Property to the next highest responsive bidder(s) ("Subsequent Highest Bidder"), in order of highest to lowest, until it locates the highest responsive bidder willing to enter into the Purchase and Sale Agreement and close escrow as to the Property;

WHEREAS, on April 17, 2018, the Board approved Resolution No. 1718-29 and a Purchase Agreement with Haagen Company, LLC, the second highest bidder;

WHEREAS, due to inadequate projected cash flow, Haagen Company, LLC has withdrawn its bid to purchase the Property from the District and cancelled escrow;

WHEREAS, Cameron Brothers Construction Company, LP, the third highest bidder and now Subsequent Highest Bidder, has provided the District a written letter expressing their interest in purchasing the Property for their submitted written bid of Nine

Million Three Hundred Fifty Seven Thousand One Hundred Twenty Four and 00/100 Dollars (\$9,357,124);

WHEREAS, the District desires to sell the Property to Cameron Brothers Construction Company, LP, subject to the execution and completion of the terms set forth in the Purchase Agreement.

NOW, THEREFORE, THE BOARD DOES HEREBY DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct, and shall constitute findings of the Board.

Section 2. The Board hereby approves the Purchase Agreement and authorizes the Superintendent, or the Superintendent's designee, to (1) execute and deliver the Purchase Agreement to Cameron Brothers Construction Company, LP; (2) cooperate with Cameron Brothers Construction Company, LP and/or escrow agent for purposes of executing the Purchase Agreement; and (3) take any other such necessary actions as may be reasonably necessary to effectuate the intent of this Resolution.

Section 3. Once the District executes the Purchase Agreement, and ultimately closes escrow on the Property, the Board authorizes that the acceptance and consent given shall be evidenced by the execution of a "Certificate of Acceptance" by the Superintendent, or the Superintendent's designee, either attached to or set forth on the face of the deed or other instrument conveying any portion of the Property to the District, in substantially the following form:

CERTIFICATE OF ACCEPTANCE: This is to certify that the interests in real property conveyed by this deed or grant, dated _____, from _____ to the Santee School District, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Education of the Santee School District, pursuant to authority conferred by Resolution No. _____ adopted by said Board on October 16, 2018, and the grantee consents to recording hereof by the undersigned, duly authorized officer.

Section 4. This Resolution shall take effect immediately upon approval and adoption of by the Board.

APPROVED, ADOPTED, AND SIGNED this 16th day of October, 2018.

SANTEE SCHOOL DISTRICT

By _____
Dianne El-Hajj, Board President

By _____
Ken Fox, Board Vice President

By _____
Dustin Burns, Clerk of the Board

By _____
Barbara Ryan, Board Member

By _____
Elana Levens-Craig, Board Member

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, Dustin Burns, Clerk, Board of Education of the Santee School District, do hereby certify that the foregoing was duly adopted by the Board of Education of such District at a regular meeting of said Board held on the 16th day of October, 2018, at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and at which meeting all of the members of such Board had due notice and that at such meeting the attached resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Dustin Burns, Clerk of the Board of
Education of the Santee School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, Dustin Burns, 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 Resolution No. 1819-12 of said Board of Education, and that the same has not been amended or repealed and is fully effective as of this date.

Dated: October 16, 2018

By: _____
Dustin Burns, Clerk of the Board of
Education of the Santee School District

EXHIBIT A
PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

**PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS
BETWEEN THE SANTEE SCHOOL DISTRICT AND CAMERON BROTHERS
CONSTRUCTION CO., L.P.**

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE SANTEE SCHOOL DISTRICT AND CAMERON BROTHERS CONSTRUCTION CO., L.P. ("Agreement") is made and entered into, effective as of this 16th day of October, 2018, ("Effective Date") by and between CAMERON BROTHERS CONSTRUCTION CO., L.P., a California limited partnership ("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 Nine Million Three Hundred Fifty Seven Thousand One Hundred Twenty Four and 00/100 Dollars (\$9,357,124) ("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 One Hundred Eighty Seven Thousand One Hundred Forty Two and 48/100 Dollars

(\$187,142.48) 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 One Hundred Eighty Seven Thousand One Hundred Forty Two and 48/100 Dollars (\$187,142.48) 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 fails to deliver the Approval Notice (defined in Section 3.1 below) or is otherwise 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 fails to deliver the Approval Notice or is otherwise 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, either by failing to deliver the Approval Notice or 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, either by failing to deliver the Approval Notice or 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 to the extent and in form customarily available to real estate developers in the City. If, during the Initial Contingency Period, Buyer has not demonstrated substantive progress towards obtaining approvals and entitlements from the City, and/or City staff has indicated disapproval or dissatisfaction with substantive elements of the Buyer's submitted plans to the degree that there is reasonable doubt for final City approval of the Buyer's project, then Seller shall have the sole prerogative to approve or disapprove invocation of the Extended Contingency Period, as determined by Seller's Superintendent or designee. Upon receipt of Buyer's notice to invoke the Extended Contingency Period, Seller shall respond within five (5) business days, and upon approval of Seller, which shall not be unreasonably withheld, 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 after 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; provided, however, that all of the following (each, a "Disapproved Exception") shall automatically and without the need for objection be deemed disapproved by Buyer and agreed to be cured by Seller: delinquent Property Taxes, deeds of trust or mortgages not imposed by Buyer, mechanic's liens, abstracts of judgment, leases, options to purchase or lease, and *lis pendens* notices. 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; provided, however, that absent written notice to the contrary, Seller shall be automatically deemed to cure all Disapproved Exceptions. 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 free and clear of all Disapproved Exceptions and, except for the Permitted Exceptions, free and clear of all other liens, charges, encumbrances, 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; provided that, before exercising this option, Seller has provided Buyer with notice of the unsatisfactory condition and an opportunity to cure, and Buyer has not or cannot cure the condition, and then, 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"). Unless Buyer delivers to Seller and Escrow Holder, on or before the end of the Due Diligence Period, written notice of approval of its Due Diligence ("Approval Notice"), Buyer shall be deemed to have disapproved the Due Diligence and elected to terminate. In the event Buyer has not provided its Approval Notice, upon request of Seller, Buyer shall promptly notify Escrow Holder in writing that Buyer is terminating the Escrow. 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, commitments to or agreements with any federal, state or local governmental agencies, public utilities, adjacent landowners or other parties relating to or affecting the Property, except as indicated in the title documents or disclosed in writing to Buyer within the first thirty (30) days of the Initial Contingency Period and approved by Buyer.

(iii) (a) 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 (b) 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) To Seller's knowledge, (i) no environmental condition on the Property is in violation of any applicable federal, state or local law, ordinance or regulation relating to Hazardous Materials ("Hazardous Materials Laws"); and (ii) there have been in the past no suits, claims or causes of action or other governmental or administrative proceedings against the Property while under the ownership of Seller.

(viii) 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, and any constructive knowledge imparted to him/her as a result of any report, study or other documentation in Seller's possession.

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 mean 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 (but reserving Buyer's rights pursuant to Section 2.13), 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, return of the Initial Deposit and Additional Deposit, if applicable, and for an award of damages incurred by Buyer as a result of Seller's default.

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 CONSUMMATED 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 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): C-C. 

**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:

Cameron Brothers Construction Co., LP
10580 Prospect Avenue, Suite 200
Santee, CA 92071
Attn: A James Moxham
(619) 562-3050 (telephone)
(619) 562-3055 (facsimile)
jim@cameronbros.net (e-mail)

With a copy to:

Seller's Legal Counsel

Wendy H. Wiles
Atkinson, Andelson, Loya, Ruud & Romo
20 Pacifica
Irvine, CA 92618
(949) 453-4260 (telephone)
(949) 453-4262 (facsimile)
wendy.wiles@aalrr.com (e-mail)

Buyer's Representative

David Bagley
Hecht Solberg Robinson Goldberg & Bagley LLP
600 West Broadway, Suite 800
San Diego, California 92101
(619) 239-3444 (telephone)
(619) 232-6828 (fax)
dbagley@hechtsolberg.com (email)

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: _____, 2018

By: _____
Dr. Kristin Baranski
Superintendent

Cameron Brothers Construction Co., L.P., a
California limited partnership

By: William Cameron Family Management
Co., Inc., General Partner

Date: _____, 2018

By: Chris N. Cook
Chris N. Cook V.P.
Printed Name and Title

Approved as to Form By:

Atkinson, Andelson, Loya, Ruud & Romo

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

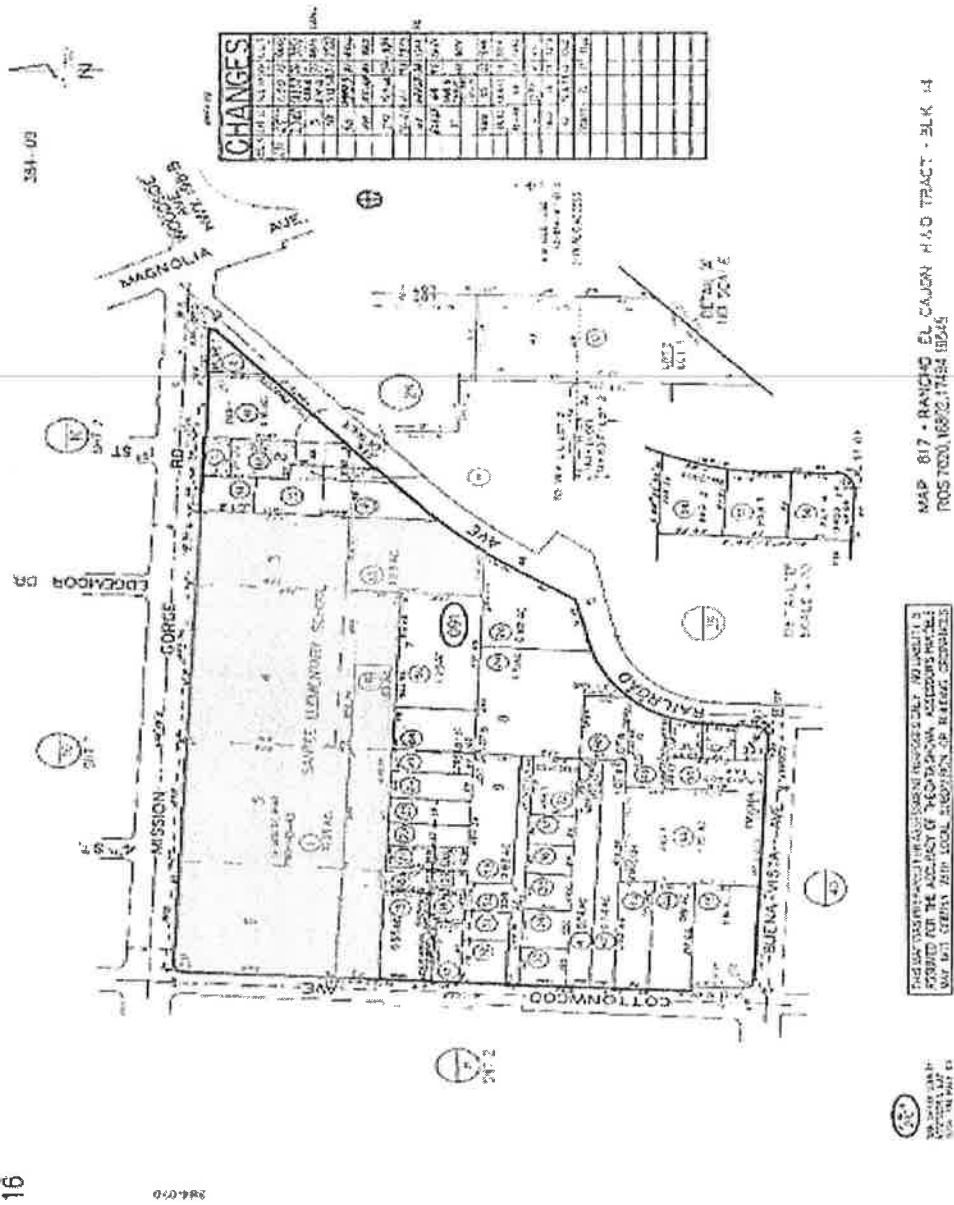


EXHIBIT C
STANDARD ESCROW INSTRUCTIONS
(TO BE ATTACHED UPON OPENING OF ESCROW)

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 CAMERON BROTHERS CONSTRUCTION CO., L.P., dated as of this ____ day of _____, 2018, and, in accordance therewith states that _____, 2018, 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 _____, 20__.

GRANTORS:

SANTEE SCHOOL DISTRICT

By: _____
Dr. 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Notary Public

(Seal)

EXHIBIT F

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (“Assignment”) is made this ___ day of _____, 2018, 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 _____, 2018, 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.3.1. Acceptance of 2017-2018 School Program Services Year End Report

Prepared by Tim Larson
October 16, 2018

BACKGROUND:

Annually, the Pupil Services Department provides a year-end report on various aspects of our student population. Presented this evening for Board acceptance is the year-end report for the 2017-2018 school year. Copies of the report will be made available for public review at the Board meeting.

RECOMMENDATIONS:

It is recommended that the Board of Education review and accept the School Program Services 2017-2018 Year End Report.

FISCAL IMPACT:

Fiscal impact varies with the programs implemented. The year-end report is a valuable tool for potential grant applications.

STUDENT ACHIEVEMENT IMPACT:

Many aspects of this report are summarized to provide data about or to evaluate the effectiveness of various programs within the District.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

Discussion and/or Action Item E.3.2. Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263

Prepared by Tim Larson
October 16, 2018

BACKGROUND:

Annually, the school district is required by Education Code to certify that teachers have met legal requirements to be authorized to teach in certain departmentalized subject areas. Teachers whose credential authorizations cover the subject matter they are teaching are not required to be confirmed through Board resolution. However, the Education Code does require resolutions for certain teachers as outlined below:

Education Code 44256(b) resolutions are for teachers whose multiple subject or standard elementary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject to be taught.

Education Code 44258.2 resolutions are for teachers whose single subject or standard secondary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject.

Education Code 44263 resolutions are for teachers whose credentials do not cover the subject to be taught, but they have a total of 9 upper division units or 18 semester units in the subject.

The resolutions are to satisfy code requirements for the 2018-2019 school year. Attached is a list of teachers who are affected by these resolutions. Adoption of these resolutions authorizes several teachers to instruct departmentalized classes.

RECOMMENDATION:

It is recommended that the Board of Education adopt the resolutions authorizing teacher assignments under Education Code sections 44256(b), 44258.2, and 44263.

FISCAL IMPACT:

This item will not impact the general fund.

STUDENT ACHIEVEMENT IMPACT:

Administration consistently reviews assignments to ensure proper credentialing.

Motion: _____ Second: _____ Vote: _____ Agenda Item E.3.2.

Education Code 44256 (b)

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
Kelly Farmer	Cajon Park	Math	Math
Marc Robbins	Rio Seco	Math	Math
Julie Boerman	PRIDE Academy	English Language Arts	English

Education Code 44258.2

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
Jacqueline Ray	Chet F. Harritt	Social Studies	Social Science

Education Code 44263

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
NONE			

Human Resources
10-16-18

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

Board Policies and Bylaws Item F.1.1.

Second Reading: Revised Board Policy 6171, Title I Programs

Prepared by Dr. Stephanie Pierce
October 16, 2018

BACKGROUND:

Attached is revised Board Policy 6171, Title I Programs, based upon California School Board Association's (CSBA) sample Board Policies and Regulations.

RECOMMENDATIONS:

This evening administration is presenting revised Board Policy 6171, Title I Programs, for a second reading. Administration recommends Board approval of the revised board policy.

FISCAL IMPACT:

There is no fiscal impact to the district by revising this board policy.

STUDENT ACHIEVEMENT IMPACT:

This revised board policy supports programs designed to improve academic achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

TITLE I PROGRAMS

~~In order to improve the academic achievement of students from The Governing Board desires to provide a high-quality education that enables all students to meet challenging state academic standards. In schools with a large number or percentage of economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that strengthen reinforce the academic program core curriculum and provide support to assist students at risk of failing to achieve in attaining proficiency on state academic standards and assessments.~~

~~Title I funds shall be used to supplement, not supplant, funds available from state and local sources for the education of students participating in Title I programs.~~

~~The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities.~~

~~The district and each school receiving Title I funds shall develop a written parent involvement policy in accordance with 20 USC 6318.~~

Local Educational Agency Plan

~~The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Governing Board for approval.~~

~~The plan shall Descriptions of how the district will address the required components of the Title I local educational agency plan, as specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low-achieving students meet challenging academic standards shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school.~~

~~The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.~~

~~In addition, the district and each school receiving Title I funds shall develop a written parent/guardian and family engagement policy in accordance with 20 USC 6318.~~

Comparability of Services

TITLE I PROGRAMS (continued)

~~State and local funds used in~~ In schools receiving Title I funds, state and local funds shall be used to provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span.

To demonstrate comparability of services among district schools, the district shall:

1. ~~The Board shall adopt~~ Adopt and implement a districtwide salary schedule.
2. Ensure equivalence in teachers, administrators, and other staff, as measured by either or both of the following:
 - 2.a. The ratio of students to ~~teachers, administrators, and other~~ instructional staff at each Title I school within a grade span, which shall not exceed 110 percent of the average ratio across for all non-Title I district schools within the grade span.
 - 3.b. Salary expenditures for instructional staff at each Title I school, which shall be no less than 90 percent of the average salary expenditure across non-Title I district schools.
3. Ensure equivalence in the provision of curriculum materials and instructional supplies, by determining whether the per-student expenditure of state and local funds for curriculum materials and instructional supplies in Title I schools is between 90 and 110 percent of the districtwide average
4. ~~All district schools shall be provided with the same level of base funding~~ Determine whether the amount of state and local funds allocated per student for curriculum and instructional materials, each grade span is between 90 and 110 percent of the per student average for each grade span in non-Title I schools
5. ~~The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.~~

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to ~~disabled~~ students with disabilities, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I.

TITLE I PROGRAMS (continued)

~~At the beginning of each school year, the~~ The Superintendent or designee shall annually measure assess comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Participation of Private School Students

The district shall provide or contract to provide special educational services, instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring, or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis in comparison to services and other benefits for public school students.

Program Evaluation

~~The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments.~~ regularly monitor the progress of economically disadvantaged and low-achieving students in Title I schools. During the annual evaluation of the district's progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools

~~52055-57 Districts identified or at risk of identification for program improvement~~

~~54020-54028 Economic Impact Aid~~

52060-52077 Local control and accountability plan

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

~~6316 School improvement~~

6318 Parent involvement and family engagement

6320 Participation of private school students

6321 Comparability of services

6333-6335 Grants to local educational agencies

6391-6399 Education for migrant students

7881 Participation of private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.793 Improving basic programs for disadvantaged students

Management Resources:

CSBA PUBLICATIONS

~~Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~LEA Plan, rev. May 17, 2006~~

~~Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005~~

Frequently Asked Questions About Title I Schoolwide Programs

Local Control and Accountability Plan Federal Addendum Template

Meeting Title I, Part A Comparability Requirements, October 2017

U.S. DEPARTMENT OF EDUCATION GUIDANCE PUBLICATIONS

Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act, Non-Regulatory Guidance, November 21, 2016

~~Title I Fiscal Issues, Non-Regulatory Guidance, May 26, 2006-February 2008~~

~~Designing Schoolwide Programs, Non-Regulatory Guidance, March 22, 2006~~

~~Supplemental Educational Services, June 13, 2005~~

~~The Impact of the New Title I Requirements on Charter Schools, July 2004~~

~~Parental Involvement: Title I, Part A, April 23, 2004~~

~~Serving Preschool Children Under Title I, March 4, 2004~~

~~Title I Services to Eligible Private School Students, October 17, 2003~~

~~Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003~~

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov/iasa/titleonesp/sw>

No Child Left Behind: <http://www.ed.gov/nclb>

U.S. Department of Education: <http://www.ed.gov>

Board Policies and Bylaws Item F.1.2.

Second Reading: Revised Board Policy
5145.3, Nondiscrimination/Harassment

Prepared by Tim Larson
October 16, 2018

BACKGROUND:

This revision is brought forward to bring BP 5145.3 in line with the recommended language from CSBA. The suggested language changes align our policy with current regulations.

RECOMMENDATION:

Revised Board Policy 5145.3, Nondiscrimination/Harassment; is presented for a second reading. It is recommended that the Board of Education approve revised Board Policy 5145.3, Nondiscrimination/Harassment.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.2.

NONDISCRIMINATION/HARASSMENT

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, immigration status, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

NONDISCRIMINATION/HARASSMENT (continued)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

*Legal Reference:*EDUCATION CODE*200-262.4 Prohibition of discrimination**48900.3 Suspension or expulsion for act of hate violence**48900.4 Suspension or expulsion for threats or harassment**48904 Liability of parent/guardian for willful student misconduct**48907 Student exercise of free expression**48950 Freedom of speech**48985 Translation of notices**49020-49023 Athletic programs**51500 Prohibited instruction or activity**51501 Prohibited means of instruction**60044 Prohibited instructional materials*CIVIL CODE*1714.1 Liability of parents/guardians for willful misconduct of minor*PENAL CODE*422.55 Interference with constitutional right or privilege**422.6 Crimes, harassment*CODE OF REGULATIONS, TITLE 5*432 Student record**4600-4687 Uniform complaint procedures**4900-4965 Nondiscrimination in elementary and secondary education programs*

Legal Reference continued: (see next page)

NONDISCRIMINATION/HARASSMENT (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI & VII Civil Rights Act of 1964 as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January, 1999

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy
adopted: August 17, 2010
revised: June 20, 2017, _____

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws Item F.1.3.

First Reading: Revised Board Policy 6162.51, State Academic Achievement Tests

Prepared by Dr. Stephanie Pierce
October 16, 2018

BACKGROUND:

Attached is revised Board Policy 6162.51, State Academic Achievement Tests, based upon California School Board Association's (CSBA) sample Board Policies and Regulations.

RECOMMENDATIONS:

This evening administration is presenting revised Board Policy 6162.51, State Academic Achievement Tests, for a first reading. Action, if any, is at the discretion of the Board.

FISCAL IMPACT:

There is no fiscal impact to the district by revising this board policy.

STUDENT ACHIEVEMENT IMPACT:

This revised board policy supports programs designed to improve academic achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.3.

STANDARDIZED TESTING AND REPORTING PROGRAM STATE ACADEMIC ACHIEVEMENT TESTS

~~The Governing Board desires to use the results of the~~ recognizes that state achievement tests results provide an indication of student progress to evaluate the performance of district students in achieving state academic standards and in comparison to the performance of students across the state may be used to promote high-quality teaching and learning. The Superintendent or designee shall administer mandatory student assessments within the state Standardized Testing and Reporting (STAR) Program California Assessment of Student Performance and Progress (CAASPP) as required by law and in accordance with Board policy and administrative regulation. ~~This is not the only measure of student achievement, but combined with districtwide assessment and multiple measures, these assessments provide an evaluation of student achievement.~~

The Board strongly encourages all students at the applicable grade levels to participate in the ~~STAR~~ state assessments in order to maximize the usefulness of the data and enable the district to meet participation levels required for state and federal accountability systems. The Superintendent or designee shall notify students and parents/guardians about the importance of these assessments and shall develop strategies to encourage student participation. Students shall be exempted from participation only in accordance with law and administrative regulation.

The Board shall annually examine STAR state assessment results by school, grade level, and student subgroup in the Board's discussion of each school's ranking on the statewide Academic Performance Index. ~~If the STAR performance level of the school is below the Board's established expectations, the Board may conduct an assessment of the reasons for the performance results and may adopt a performance improvement plan in accordance with Education Code 52056 as one measure of the district's progress in attaining its student achievement goals and shall revise the local control and accountability plan and other district or school plans as necessary to improve student achievement for underperforming student groups.~~

Legal Reference: (see next page)

STANDARDIZED TESTING AND REPORTING PROGRAM (continued)*Legal Reference:*EDUCATION CODE49076 Student records; access51041 Evaluation of educational program52052 Accountability; numerically significant student subgroups52056 Board discussion of Academic Performance Index rankings, including STAR results52060-52077 Local control and accountability plan56345 Individualized education program, contents60600-60630 Assessment of academic achievement60640-60649 Standardized Testing and Reporting Program California Assessment of Student Performance and Progress60660-60663 Electronic learning assessment resources60810 Assessment of language development99300-99301 Early Assessment ProgramCODE OF REGULATIONS, TITLE 5850-87064 Standardized Testing and Reporting Program State assessmentsUNITED STATES CODE, TITLE 201412(a)(17) Participation of students with disabilities in state assessments6311 Adequate yearly progressCODE OF FEDERAL REGULATIONS, TITLE 34200.1 Standards and assessment*Management Resources:*CSBA PublicationsSupporting Student Achievement: Student Assessment System in Flux, Governance Brief, June 2013CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSMatrix of Test Variations, Accommodations and Modifications for Administration of California Statewide Assessments Assembly Bill 484 Questions and AnswersCALIFORNIA STATE UNIVERSITY PUBLICATIONSThe Early Assessment Program: Handbook for School Site Leaders, 2008SMARTER BALANCED ASSESSMENT CONSORTIUM PUBLICATIONSUsability, Accessibility, and Accommodations Guideline, September 2013U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONSThe Use of Tests as Part of High-Stakes Decision-Making for Students: A Resource Guide for Educators and Policy-Makers, December 2000WEB SITESCSBA: <http://www.csba.org>California Department of Education, STAR Program Testing and Accountability:
<http://www.cde.ca.gov/ta/tg/star>California Learning Resources Network: <http://clrn.org>California State University, Early Assessment Program: <http://www.calstate.edu/eap>Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>U.S. Department of Education, Office for Civil Rights:<http://www.ed.gov/about/offices/list/ocr/index.html>

Item G. EMPLOYEE ASSOCIATION COMMUNICATION

Item H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item I. 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. **Conference with Legal Counsel - Anticipated Litigation** (Gov't. Code § 54956.9)
- OAH #: 2018090814

2. **Conference with Labor Negotiators** (Gov't. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Employee Organizations: Santee Teachers Association (STA); and
Classified School Employees Association (CSEA)

3. **Public Employee Performance Evaluation** (Gov't. Code § 54957)
Superintendent

Item J. RECONVENE TO PUBLIC SESSION

Item K. ADJOURNMENT

Agenda Items G, H, I, J, and K.