

# Santee School District

**SCHOOLS:**

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

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

**BOARD OF EDUCATION  
 REGULAR MEETING  
 A G E N D A  
 November 1, 2011**

**District Mission**

*Santee School District, supported by an involved community, an outstanding staff, and a shared vision, assures a quality education that supports students in achieving academic excellence and in developing life skills needed for success in a diverse and changing society.*

**AA.\* \*BOARD WORKSHOP FOR STRATEGIC PLANNING - 5:30 p.m.** Page #  
 Skidmore Administration Center, 9625 Cuyamaca St., Santee 92071

**A. REGULAR MEETING - OPENING PROCEDURES – 7:00 p.m.** 5

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

**B. REPORTS AND PRESENTATIONS**

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  - 1.1. Developer Fees Collection Report 7
  - 1.2. Use of Facilities Report 8
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2. PLT Video 11
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**C. PUBLIC COMMUNICATION** 13

*During this time, citizens are invited to address the Board of Education about any item not on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are recorded.*

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

**D. CONSENT ITEMS**

Page #

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

**Superintendent**

**1.1. Approval of Minutes**

15

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

**Business Services**

**2.1. Approval/Ratification of Travel Requests**

20

It is recommended that the Board of Education approve/ratify the Travel Report for personnel as listed in the item.

**2.2. Approval/Ratification of Revolving Cash Report**

22

It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.

**2.3. Acceptance of Donations**

24

It is recommended that the Board of Education accept the donation listed above for the District and authorize staff to send a letter of appreciation on behalf of the governing Board.

**2.4. Authorization to Sell/Dispose of Surplus Items**

25

It is recommended that the Board of Education declare surplus items and authorize the sale of surplus musical equipment, electrical panels, mini-van, and miscellaneous unusable and/or obsolete property as needed.

**2.5. Adoption of Resolution of Intention to Dedicate Easement at Cajon Park School to San Diego Gas & Electric Company**

26

It is recommended that the Board of Education adopt Resolution #1112-06, Intention to Dedicate Easement to SDG&E, and authorize the public notice process.

**Capital Improvement Program**

**3.1. Ratification of Contract Amendment with Trittipa Architecture and Planning for Extra Services on the Hill Creek 10-Classroom Addition Project**

33

It is recommended that the Board of Education approve/ratify additional architecture and engineering services not to exceed \$13,000 for the Hill Creek 10-Classroom Addition design change to enclose the stairways.

**3.2. Acceptance of Construction and Authorization to File Notice of Completion Documents for Phase 2 Modernizations of Chet F. Harritt and PRIDE Academy at Prospect Avenue, and Chet F. Harritt Ball Fields Projects**

34

It is recommended that the Board of Education authorize the filing of Notice of Completion documents for the completed projects as listed above and acceptance and closeout of final guaranteed maximum price including contract change orders and use of allowances.

- 3.3. **Acceptance of Construction and Approval/Ratification to File Notice of Completion Documents for Hill Creek Child Care Relocatable Classrooms** 39  
It is recommended that the Board of Education accept the completion of the child care project at Hill Creek School and authorize/ratify the filing of the Notice of Completion documents for the Hill Creek Child Care Project as a substantially completed project.
- 3.4. **Adoption of Resolution #1112-07 to Establish a Labor Compliance Program** 40  
It is recommended that the Board of Education adopt Resolution #1112-07 to establish a labor compliance program and submit the LCP program application to the Department of Industrial Relations.
- 3.5. **Approval to Contract with California School Construction Services, Don Hendrix, for Labor Compliance Program Services** 44  
It is recommended that the Board of Education approve contracting with California School Construction Services, Don Hendrix, for LCP services.

#### **Educational Services**

- 4.1. **Annual Approval of Single Plans for Student Achievement** 51  
It is recommended that the Board of Education approve the Single Plans for Student Achievement for each school.
- 4.2. **Approval of Invo Healthcare Associates, Inc. Agreement for Occupational Therapy (OT) Services** 52  
It is recommended that the Board of Education approve the agreement with Invo Healthcare Associates, Inc. for occupational therapy services for the term of November 4, 2011 through June 30, 2012.
- 4.3. **Approval of Open Ended Student Teaching and Practicum Agreement with National University** 57  
It is recommended that the Board of Education approve the Student Teaching and Practicum Agreement with National University for teacher education fieldwork.
- 4.4. **Approval of Reimbursement Agreement with San Diego County Superintendent of Schools to Fund Excess Costs for Educationally Related Mental Health Services (ERMHS)** 62  
It is recommended that the Board of Education approve the Reimbursement Agreement to fund excess costs for educationally related mental health services pursuant to AB100/SB 87 for district students who require these services outlined on their Individual Education Program (IEP).

#### **Human Resources/Pupil Services**

- 5.1. **Personnel, Regular** 73  
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.
- 5.2. **Certification of Competence in Evaluation and Instructional Methodologies** 75  
It is recommended that the Board of Education approve the report on Competence in Evaluation and Instructional Methodologies.
- 5.3. **Approval to Travel Outside the State for Identified Employee on Workers' Compensation Leave** 77  
It is recommended that the Board of Education approve the request to travel outside of California.

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

*Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.*

**Business Services**

- 1.1. **Approval of Monthly Financial Report** 79  
It is recommended that the Board of Education approve the Monthly Financial Report.
- 1.2. **Solar Projects and Clean Renewable Energy Bonds Update** 82  
Administration will provide an update on the annual generation/consumption of electricity and financial results of the Hill Creek Solar Project and consideration of future solar projects. Action is at the discretion of the Board.

**Capital Improvement Program**

- 2.1. **Approval of Annual Contract with Webb Cleff Architect & Engineering, Inc. for Architectural Services for Small Facility Projects** 87  
It is recommended that the Board of Education approve an annual architectural contract with Webb Cleff Architect & Engineering, Inc. for small facility projects.

**F. BOARD POLICIES AND BYLAWS**

1. **Second Reading: Revised BP 4112.42; 4212.42; 4312.42; "Drug and Alcohol Testing for School Bus Drivers"** 88  
It is recommended that the Board of Education review and approve the revised Board Policy 4112.42; 4212.42; 4312.42, "Drug and Alcohol Testing for School Bus Drivers."

**G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS** 92

**H. CLOSED SESSION** 93

1. **Conference With Labor Negotiator** (Govt. Code § 54956.8)  
*Agency Negotiator: Karl Christensen, Assistant Superintendent*  
*Employee Organizations: Classified School Employees Association*
2. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
3. **Public Employee Performance Evaluation** (Govt. Code § 54957)  
*Superintendent*

**I. RECONVENE TO PUBLIC SESSION** 93

**J. ADJOURNMENT** 93

**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 15, 2011, 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:

\_\_\_ Ryan  
\_\_\_ Bartholomew  
\_\_\_ El-Hajj  
\_\_\_ Fox  
\_\_\_ Burns

#### OPENING PROCEDURES ITEM A.

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

2. District Mission

*Santee School District, supported by an involved community, an outstanding staff, and a shared vision, assures a quality education that supports students in achieving academic excellence and in developing life skills needed for success in a diverse and changing society.*

3. Pledge of Allegiance

4. Approval of Agenda for the November 1, 2011 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report  
Prepared by Dr. Patrick Shaw  
November 1, 2011

The following items are presented for Board information:

- 1.1. Developer Fees Collection Report
- 1.2. Use of Facilities Report
- 1.3. Enrollment Report
- 1.4. Schedule of Upcoming Events

Agenda Item B.

**DEVELOPER FEES COLLECTION REPORT**  
**2011-12**  
**CUMULATIVE THROUGH OCTOBER 20, 2011**

Residential Rate: \$3.56 per square foot over 500 - effective 4/05/11  
Commercial Rate: \$.29 per square foot - effective 6/16/08  
Self Storage Rate: \$.14 per square foot - effective 4/20/10

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	9733 Notnil Court	07/18/11	615	\$2,189.40	HC
	X	9526 St. Andrews Drive	07/18/11	567	\$2,018.52	CO
	X	8321 Big Rock Road	07/21/11	785	\$2,794.60	CFH
X		1800 Joe Crosson Drive	08/02/11	3,016	\$874.64	PD
	X	1992 Los Senderos Drive (McMillin Morningview)	08/08/11	3,206	\$11,413.36	PD
	X	2084, 2144, 2155 Los Senderos Drive (McMillin Morningv	08/08/11	7,537	\$26,831.72	PD
	X	2037 Los Senderos Drive (McMillin Morningview)	08/08/11	2,000	\$7,120.00	PD
	X	7460-7465 Mission Villas Court (Bushy Hill 12)	08/24/11	10,770	\$38,341.20	CFH
	X	2144 Los Senderos (McMillin Morningview)	08/29/11	210	\$747.60	PD
	X	2084 Los Senderos (McMillin Morningview)	08/29/11	195	\$694.20	PD
	X	11402 Cacho Court	08/31/11	560	\$1,993.60	PD
	X	2246 Los Senderos Drive (McMillin Morningview)	09/28/11	3,206	\$11,413.36	PD
	X	2281 & 2293 Los Senderos Drive (McMillin Morningview)	09/28/11	4,293	\$15,283.08	PD
	X	2253 & 2288 Los Senderos Drive (McMillin Morningview)	09/28/11	5,244	\$18,668.64	PD
<b>TOTAL PAGE 1</b>					<b>\$140,383.92</b>	

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

**Requests For Use Of Facilities - November 1, 2011**

<b>Group</b>	<b>Location</b>	<b>Date</b>	<b>Days</b>	<b>Time</b>	<b>Attendance</b>	<b>Fees Applied</b>
<b>Carlton Hills</b> Santee Mission Creek HOA After-School Program (The Smart Program)	Classroom Multi-Purpose	10/18/11 10/21/11 - 6/15/12	Tuesday Friday	6:00 pm - 8:00 pm 5:00 pm - 8:30 pm	20 50	\$65.25
<b>Carlton Oaks</b> PTA (Carnival)	Outside Area, Restrooms	10/22/11	Saturday	9:00 am - 7:00 pm	600	\$257.55
<b>ERC</b> SD Children and Nature Collaborative	Multi-Purpose	11/9/11	Wednesday	3:30 pm - 6:30 pm	100	
<b>Hill Creek</b> Girl Scouts Troop 6206 Club Live (Jr High Leadership Group) SDSU Student Group (Class Project) PTSA (Trunk or Treat)	Multi-Purpose Classroom Multi-Purpose Parking Lot	9/22/11 - 6/21/12 10/18/11 - 6/19/12 10/20/11 10/31/11	Thursday Tuesday Thursday Monday	3:30 pm - 5:00 pm 2:10 pm - 3:15 pm 6:30 pm - 11:00 pm 4:30 pm - 6:00 pm	10 - 20 10 300	
<b>Pepper Drive</b> PTO (Harvest Festival)	Playgrounds & Blacktops	11/5/11	Saturday	12:00 pm - 7:00 pm	400	\$322.62
<b>Rio Seco</b> PTSA Girl Scouts (Cookie Kick Off)	Multi-Purpose Multi-Purpose	10/12/11 1/14/12	Wednesday Saturday	3:30 pm - 8:00 pm 1:00 pm - 5:00 pm	20 - 30 200	\$60.50

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



Santee School District  
**ENROLLMENT REPORT**  
 10/21/2011  
 Month 2 Week 3

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8									Prior Week		
										10/21/11 Total Reg	10/22/10 Total Reg	# Diff	% Diff	10/21/11 SDC	10/22/10 SDC	# Diff SDC	% Diff SDC	10/21/11 Total All	10/14/11 Total All	Total Diff
Cajon Park	105	96	105	109	114	112	109	110	96	<b>956</b>	<b>986</b>	-30	-3.0%	66	62	4	6.5%	1022	1021	1
Carlton Hills	45	40	43	41	43	44	42	98	95	<b>491</b>	<b>495</b>	-4	-0.8%	31	18	13	72.2%	522	521	1
Carlton Oaks	77	94	80	91	75	98	94	95	121	<b>825</b>	<b>834</b>	-9	-1.1%	60	55	5	9.1%	885	881	4
Chet F. Harritt	63	76	58	84	53	55	64	63	64	<b>580</b>	<b>573</b>	7	1.2%	0	9	-9	-100.0%	580	579	1
Hill Creek	74	84	83	94	87	72	87	83	79	<b>743</b>	<b>765</b>	-22	-2.9%	18	19	-1	-5.3%	761	760	1
Pepper Drive	102	90	76	78	71	75	82	96	84	<b>754</b>	<b>703</b>	51	7.3%	10	9	1	11.1%	764	763	1
Prospect	62	57	60	53	57	52	54	71	58	<b>524</b>	<b>495</b>	29	5.9%	0	0	0	0.0%	524	525	-1
Rio Seco	104	88	115	104	101	113	94	124	95	<b>938</b>	<b>909</b>	29	3.2%	48	38	10	26.3%	986	988	-2
Sycamore Canyon	63	59	44	50	47	32	45	0	0	<b>340</b>	<b>329</b>	11	3.3%	1	0	1	100.0%	341	343	-2
<b>SUBTOTAL</b>	<b>695</b>	<b>684</b>	<b>664</b>	<b>704</b>	<b>648</b>	<b>653</b>	<b>671</b>	<b>740</b>	<b>692</b>	<b>6151</b>	<b>6089</b>	<b>62</b>	<b>1.0%</b>	<b>234</b>	<b>210</b>	<b>24</b>	<b>11.4%</b>	<b>6385</b>	<b>6381</b>	<b>4</b>
Alternative School	0	1	5	3	3	4	5	4	9	<b>35</b>	<b>34</b>	1	2.9%					35	35	0
Success Academy								1	3	<b>2</b>	<b>3</b>	-1	-33.3%					2	2	0
NPS										<b>0</b>	<b>0</b>			3	2	1	50.0%	3	3	0
EAK										<b>0</b>	<b>0</b>							0	0	0
<b>SUBTOTAL</b>	<b>0</b>	<b>1</b>	<b>6</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>5</b>	<b>12</b>	<b>37</b>	<b>37</b>	<b>0</b>	<b>0.0%</b>					<b>40</b>	<b>40</b>	<b>0</b>
<b>TOTAL</b>	<b>695</b>	<b>685</b>	<b>670</b>	<b>707</b>	<b>651</b>	<b>657</b>	<b>676</b>	<b>745</b>	<b>704</b>	<b>6188</b>	<b>6,126</b>	<b>62</b>	<b>1.0%</b>					<b>6425</b>	<b>6421</b>	<b>4</b>

Please note: Special Ed. PK listed below are not reflected in the total count above because they do not receive ADA until they reach 5 years of age.

	PK	
Cajon Park	1	1023
Carlton Hills	1	523
Sycamore Canyon	31	372
<b>Total PK</b>	<b>33</b>	

<b>Total Enrollment Including PK</b>
<b>6458</b>

## Schedule of Upcoming Events

<b>Date</b>	<b>Event</b>
November 11	Veterans' Day Holiday Schools and Departments Closed
November 14	Strategic Leadership Team Meeting 5:00-9:00 p.m.
November 15	Principal Meeting with the Board - 6:00 p.m. Board Meeting - 7:00 p.m.
November 21-25	Thanksgiving Break Schools Closed
November 29	Student Town Hall Meeting with the Board 6:00 p.m. at Rio Seco
December 1-3	CSBA Conference San Diego Convention Center
December 5-9	Parent-Teacher Conferences Minimum Days
December 6	Board Meeting - 7:00 p.m.
December 19 through January 2	Winter Break - Schools Closed
January 3 (2012)	Board Meeting - 7:00 p.m.
January 16 (2012)	Martin Luther King Holiday - Schools and Departments Closed
January 17 (2012)	Board Meeting - 7:00 p.m.
January 24 (2012)	Board Budget Workshop
February 2,3,and 4	Strategic Planning Retreat February 2 - 5:30-8:30 p.m. February 3 - 5:30-8:30 p.m. February 4 - 8:30 a.m. to 1:30 p.m.
February 7 (2012)	Board Meeting - 7:00 p.m.
February 13 (2012)	Lincoln Holiday - Schools and Departments Closed
February 20 (2012)	Washington Holiday - Schools and Departments Closed
February 21 (2012)	Board Meeting - 7:00 p.m.

Reports and Presentations Item B.2.

Spotlight: Professional Leadership  
Team Video

Prepared by Dr. Patrick Shaw  
November 1, 2011

**BACKGROUND:**

During the last school year, the Professional Leadership Team has worked on creating “The Story of Santee School District.” The Professional Leadership Team was divided into five (5) groups (families), each consisting of diverse job responsibilities, in order to obtain outcomes that addressed all facets of the school district. The project culminated as they returned in August with each family assembling and presenting “The Santee Story” in a photo essay.

Tonight, the Superintendent will present the fourth of the five video presentations resulting from this project.

Agenda Item B.2.

Reports and Presentations Item B.3.  
Prepared by Dr. Patrick Shaw  
November 1, 2011

Spotlight on Learning-Principal Presentations:  
PRIDE Academy and Sycamore Canyon  
School

**BACKGROUND:**

The Principals are responsible for the instructional leadership at their school site in support of student achievement. This year, the Superintendent has asked each Principal to provide a presentation to the Board sharing their goals and professional development focus for the 2011-12 school year.

Tonight, PRIDE Academy Principals, Stephanie Southcott, and Sycamore Canyon Principal, Debra Simpson, will present to the Board of Education their goals and the programs and practices that are in place to attain the school's goals for student achievement.

PUBLIC COMMUNICATION Item C

During Public Communication, citizens are invited to address the Board of Education about any item not on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.

Agenda Item C.

CONSENT ITEMS Item D.

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

Agenda Item D.

Consent Item D.1.1. Approval of Minutes  
Prepared by Dr. Patrick Shaw  
November 1, 2011

**BACKGROUND:**

Presented for Board approval –

- October 18, 2011, 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 18, 2011  
**MINUTES**

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

**Board Tour of Phase II Modernized Schools**

**Available** Board Members toured the Phase II modernized schools: Hill Creek, PRIDE Academy, and Chet F. Harritt. The tour began at 5:30 p.m. and concluded at 7:00 p.m.

**A. OPENING PROCEDURES**

1. Call to Order and Welcome

President Ryan called the meeting to order at 7:03 p.m. and read the District Mission Statement.

Members present:

Barbara Ryan, President  
Dan Bartholomew, Vice President  
Dianne ElHajj, Clerk  
Ken Fox, Member  
Dustin Burns, Member

Administration present:

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

2. President Ryan invited Bonner Montler, Coordinator of Assessment and English Learner Department, to lead the members, staff and audience in the Pledge of Allegiance.

**B. REPORTS AND PRESENTATIONS**

1. **Superintendent's Report**

- 1.1. Developer Fees Collection Report
- 1.2. Use of Facilities Report
- 1.3. Enrollment Report
- 1.4. Schedule of Upcoming Events

2. **Strategic Planning Process Presentation**

Dr. Sheridan Barker from The Haines Center for Strategic Management provided an overview of strategic planning process for the Santee School District. She explained that a strategic plan only lasts for about 5 years and then a decline begins. The first step will be an Executive briefing and processes meeting with a Strategic Leadership Team. Dr. Barker will be facilitating the process and using a "systems thinking" approach.

Member Burns said he believes this is the number one responsibility of the Governing Board and all Board members should be part of the leadership team. Dr. Barker said she understands that all Board members would like to be on the leadership team and suggested that a broad range of key personnel also be included. Member Burns asked about the number of stakeholders she would suggest participate at the retreat. Dr. Barker said she usually suggests between 30 and 40 people, and recommends no more than 50.

3. **Principal Presentations: Cajon Park and Rio Seco Schools**

Cajon Park Principal, Ted Hooks, and Vice Principal, Suzie Martin, shared the CST scores in Language Arts, Mathematics and Science. Science continues to show gains. Cajon Park's API score has remained consistent over the past 4 years. They shared the specific strategies in place to continue and improve high academic achievement. Strategies in place include: Response to Instruction (Rtl), , a revised student Intervention plan, expansion of the GATE program, and new Junior High enrichment class design, Administration is pushing toward new goals, working with teachers to identify and assist students in need. Mr. Hooks is very proud of the school and remains reflective while they are charting their course to be the place where Falcons soar.



Principal, Lisa McColl, shared that Rio Seco is continuing with their journey to excellence, with a destination API of 900. Their decrease in API this year has caused reflection and created some detours on their path which need to be acknowledged. Some factors that have created new challenges include: increase in class size in 2010-11, several long term subs at their site, multiple combinations classes, the loss of Houghton-Mifflin workbooks for primary teachers, a new math adoption in K-2, an increase in EL population, the late opening of the Literacy Center, and 32 new special education students. Administration has begun working with teachers to recalculate the route to student success, re-examine the core values, and developed a watch list, with early diagnostic assessment and frequent monitoring and goal setting. The instructional approaches this year include a specialized academic center, continuation of the literacy center, team teaching, and having all 4-8 teachers GATE certified.

Member Bartholomew asked about the increased assessments and if that will present a time challenge in the classroom. Ms. McColl said if they are not formal assessments and should not impact classroom instruction time. Member Bartholomew appreciates Ms. McColl looking at what was different and making plans to address the challenges. Board members thanked both principals for their very informative reports.

### C. PUBLIC COMMUNICATION

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

### D. PUBLIC HEARING

#### 1. General Waiver Request Renewal

President Ryan opened the public hearing for a general Waiver Request Renewal. There were no public comments. The public hearing was closed.

### E. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Expenditure Warrants**
- 2.3. **Approval/Ratification of Purchase Orders**
- 2.4. **Acceptance of Donations**
- 2.5. **Approval/Ratification of Revolving Cash Report**
- 3.1. **State Controller Audit of Collective Bargaining Mandate Claims Report**
- 3.1. **Pass Through of Claim Payment from Construction Protection Services to Lease/Leaseback Contractor for Aluminum Wire Theft at Chet F. Harritt School During Construction**
- 4.1. **Personnel, Regular**
- 4.2. ***Pulled for separate consideration.***
- 4.3. **Adoption of Proclamation Endorsing Drug Awareness Week, October 31 – November 4, 2011 AMENDED**
- 4.4. **Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263**

It was moved and seconded to approve Consent Items.

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

Item F.4.2. **Approval of Memorandum of Understanding with Rady Children's Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program (Pulled by President Ryan for separate consideration.)**

Member Ryan said she would abstain for voting on this item because the agreement is with her employer. Member El-Hajj moved approval.

**Motion:** El-Hajj                      **Second:** Burns                      **Vote:** 4-0 (Ryan, abstained)

### G. DISCUSSION AND/OR ACTION ITEMS

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

**1.1. Board’s Legislative Goals for 2011-12**

Dr. Shaw said the Board Goals were provided for review and will return in November for discussion with the Board for any revisions or amendments. Administration will review and bring any recommendations at that time. There was no discussion or action.

**2.1. Approval to Submit General Waiver Request Renewal**

Karl Christensen shared that the District has contracted with Haagan LLC to commercially develop the Santee School site. They are beginning to see interest but need to extend the waiver to allow the interest to increase and begin to move the process forward as the economy begins to recover. Administration recommended that the Board of Education authorize the submittal of the General Waiver Request Renewal to the State Board of Education. Member El-Hajj moved to authorize the Waiver Request.

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

**3.1. Approval of Agreement Between Intel-Assess and Santee School District**

Kristin Baranski shared that in discontinuing IDMS the “item bank” has been greatly missed. Teachers have been asking about designing their own assessments. Administration is very excited to have located a company that has this service available, Intel Assess. Intel Assess was discovered when a principal visiting a school in another district found it being used. It is used across the state, is written to the California Standards, and is beginning to write items for common cores standards. They have content for all four core areas and also provide writing prompts. If approved, the ERC staff will need training, and new Trimester 2 benchmark assessments will be developed. Common assessments for grade level site teams will also be developed. The cost includes 20 users.

Member El-Hajj asked if it was a web based program and what it would cost to increase the number of users. Mrs. Baranski said it is web based and she would have to check. Administration worked with the company trying to keep the cost down for this first year. She will investigate the cost to increase the number of users.

Member Burns said he knows the principal's visit to Chula Vista was very profitable. He encourages any interested principals able to visit other schools.

Member Bartholomew asked if the program is able to do any analysis. Mrs. Baranski said it does not provide assessment analysis. We would continue to use Bonner Montler for item analysis.

Dr. Shaw said three years ago we had to discontinue our agreement with an assessment management system due to budget constraints. Intel Assess will be of great benefit to the District. Member El-Hajj moved to approve the Agreement with Intel-Assess.

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

**H. BOARD POLICIES AND BYLAYS**

**1. First Reading: Revised BP 4112.42; 4212.42; 4312.42; “Drug and Alcohol Testing for School Bus Drivers”**

Board Policy 4112.42; 4212.42; 4312.42, “Drug and Alcohol Testing for School Bus Drivers” was presented to the Board for a first reading. President Ryan asked Board members to let Administration know of any questions or concerns and the revised policy will return for a second reading.

**I. BOARD COMMUNICATION**

Board members coordinated their calendars to schedule meetings for strategic planning. The Board will have a preplanning session with Dr. Barker on November 1<sup>st</sup>. The Strategic Leadership Team will meet on November 14 from 5:30-8:30 p.m. The three-day retreat will be held on February 2, 3, and 4. The meeting of the Board with the principals will be rescheduled to November 15<sup>th</sup> for one hour before the Board meeting.

Dr. Shaw asked the Board if there were any topic they would like to have addressed at the Student Town Hall meeting. After a brief discussion it was determined to have the topics be open. Selected students will work with their principal to have prepared questions for the meeting. Board members would like to see a broad base of students selected but also students who will be comfortable speaking in front of a crowd.

It was suggested by Dr. Barker that the Board may wish to take some of the meeting time to ask students a few questions that could provide insight for the strategic planning. The questions might include:

- What helps you learn?
- What gets in the way of your learning?

Member El-Hajj reported on a visit to Katy Hammack's 3<sup>rd</sup> grade class and saw students working with their IPODs. It was great to see them using the technology in their learning. Dr. Shaw said technology is quickly advancing in the classroom and it is important how we support our teachers in the process.

#### **J. CLOSED SESSION**

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

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Agency Negotiator: Karl Christensen, Assistant Superintendent*  
*Employee Organizations: Classified School Employee Association*
2. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
3. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)  
*Property Address: 10350 El Nopal, Santee, CA 92071*  
*Agency Negotiator: Karl Christensen, Asst. Superintendent, Business Services*

The Board entered closed session at 8:49 p.m.

#### **K. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 9:40 p.m. No action was reported.

#### **L. ADJOURNMENT**

The October 18, 2011 regular meeting adjourned at 9:40 p.m.

Consent Item D.2.1. Approval/Ratification of Travel Requests  
Prepared by Karl Christensen  
November 1, 2011

**BACKGROUND:**

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

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

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

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated travel expenses are \$3,602, as disclosed on the following page.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.1.
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**Board Travel Report - November 1, 2011**

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Thurs-Sun 11/03/11 - 11/06/11	Dr. Stephanie Pierce	CO	California Reading Association	Fairfield	\$0	*\$0	*Costs paid by CRA	This is a professional learning community that focuses on instructional strategies to ensure literacy for all.
Friday 11/04/11	Bruce Virgilio	Trans	Diesel Exhaust After Treatment and Maintenance	San Marcos	\$0	\$175	Transportation	This workshop will provide training on BMP's for diesel particulate filters.
Monoay 11/07/11	Bob Kull	Pupil Services	Threat Assessment Training	San Diego	\$0	\$67	Pupil Services	This workshop will focus on ways to identify and assess threats on a school campus.
Wednesday 11/30/11	Barbara Ryan	Board	California School Board Association (CSBA) Delegate Assembly Meeting	San Diego	\$0	\$290	Board Delegate Travel	Board President Ryan will represent Santee School District at the CSBA Delegate Assembly meeting.
Thurs-Sat 12/01/11 - 12/03/11	Barbara Ryan Dustin Burns Ken Fox Dr. Patrick Shaw	Board Board Board Superintendent	California School Board Association (CSBA) Annual Conference 2011	San Diego	\$0 \$0 \$0 \$0	\$655 \$655 \$655 \$655	Board Board Board Superintendent's Office	This conference will provide innovative and effective new ideas to make changes that will have a positive impact on schools, with a focus on resources to advance the best interests of students, public education, and leadership issues.
Friday 12/02/11	Linda Vail	Supt's Office	California School Board Association (CSBA) Executive Assistant Program	San Diego	\$0	\$300	Superintendent's Office	This annual conference provides access to national and statewide experts for discussions and professional development for school district Executive Assistants.
Friday 03/09/12	Hope Michel	Special Ed	Special Education Symposium	Escondido	\$0	\$150	Special Education	The symposium will review current Special Education topics and recent court decisions.

**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends approval of checks #22214 through #22215 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is \$1,240.00 as disclosed on the following report.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Date	Number	Name	Memo	Amount
10/13/11	22214	Twin Peaks Middle School	Transfer of 6th Grade Camp Fundraiser Funds	40.00
10/17/11	22215	Padre Dam Municipal Water	Project Down Payment- CP Split Irrigation	1,200.00
<b>Total Checks Written</b>				<b>\$1,240.00</b>
<b>Total to be Reimbursed</b>				<b>\$1,240.00</b>

**BACKGROUND:**

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$600.00	Best Buy	Rio Seco School
<b>TOTAL DONATIONS RECEIVED</b>	\$600.00		

**RECOMMENDATION:**

It is recommended that the Board of Education accept the donation listed above for the District and authorize staff to send a letter of appreciation on behalf of the governing Board.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The donation above is valued at \$600.00.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.3.
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**BACKGROUND:**

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

The Santee School District has not had a music program for many years. Over the years, old music equipment, and instruments were stored at the closed Santee School and then in a cargo container at the Santee School Site. The District has offered the equipment to other school districts and programs, but due to the costly refurbishment and condition of the instruments, many items remain. In addition, there has been a cleaning and clearing of many old items due to the modernization this past summer whereas more surplus musical instruments have been sent to the warehouse. We will continue to try to make a good faith effort to get this equipment in the hands of programs that benefit students but items may also need to be sold through InterSchola.

Additionally, the District has water damaged electrical power panels from the Chet F. Harritt and Hill Creek modernization projects, which may be sold through InterSchola, and a Child Nutrition Services mini-van along with miscellaneous unusable and/or obsolete property that may be declared surplus and sold.

**RECOMMENDATION:**

It is recommended that the Board of Education declare surplus items and authorize the sale of surplus musical equipment, electrical panels, mini-van, and miscellaneous unusable and/or obsolete property as needed.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The fiscal impact from the sale of items through InterSchola is minimal for musical equipment, and unknown for the damaged electrical panels. The surplus sale of the mini-van is estimated at \$500, with an annual savings from vehicle insurance of approximately \$1,060.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.4.
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Consent Item D.2.5.  
Prepared by Karl Christensen  
November 1, 2011

Adoption of Resolution of Intention to Dedicate  
Easement at Cajon Park School to San Diego Gas &  
Electric Company

**BACKGROUND:**

San Diego Gas & Electric Company (SDG&E) has scheduled service/infrastructure upgrades along Magnolia Avenue. Cajon Park School, which is located at 10300 Magnolia Avenue, has electrical service on two power poles with old, outdated transformers near the north driveway entrance of the school. These two poles and transformers will need to be removed and ground mounted transformers and meter equipment placed on an approximate 12' x 24' concrete pad. A new pole will also be installed and the service feed to the school's switchgear will be redone. This work is scheduled to be accomplished during Spring Break in 2012. The first step is to grant an easement to SDG&E. Transfer/Dedication of the easement will allow SDG&E to service and maintain the equipment and feeds at the new, relocated area. Should the Board of Education decide to grant the easement, a 10-day notice period is required. The process for dedicating the easement is as follows:

- Adoption of Resolution of Intention to Dedicate Easement to SDG&E: November 1, 2011.
- Notice of Public Hearing Posted and Advertised at least 10 days prior to Dedication of Easement: No later than November 5, 2011
- Public Hearing and Adoption of Resolution to Dedicate Easement to SDG&E: November 15, 2011

SDG&E officials have requested that the District not place trees over the underground electrical service line to prevent damage.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution #1112-06, Intention to Dedicate Easement to SDG&E, and authorize the public notice process.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

SDG&E will pay the District a \$5,000 inconvenience fee in exchange for the granting of the easement.

**STUDENT ACHIEVEMENT IMPACT:**

This is a facilities item.

Motion:		Second:		Vote:		Agenda Item D.2.5.
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BEFORE THE GOVERNING BOARD  
OF THE SANTEE SCHOOL DISTRICT

RESOLUTION #1112-06 OF INTENTION  
TO DEDICATE EASEMENT TO SAN  
DIEGO GAS & ELECTRIC COMPANY  
(Ed. Code § 17556)

WHEREAS, the Santee School District is now the owner of the real property described herein; and

WHEREAS, Education Code section 17556 authorizes the Governing Board to dedicate to the San Diego Gas & Electric Company for utility purposes the following real property belonging to the District:

THE PROPERTY IN WHICH THIS EASEMENT AND RIGHT OF WAY IS HEREBY GRANTED IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

LOTS 1 AND 8 IN BLOCK 12 OF CAJON PARK, ACCORDING TO MAP THEREOF NO. 767, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SAN DIEGO.

THE EASEMENT IN THE AFORESAID PROPERTY SHALL BE THAT CERTAIN STRIP OF LAND, 11.00 FEET BY 28.00 FEET, THE APPROXIMATE LOCATION SHOWN AND DELINEATED AS "EASEMENT AREA", ON THE EXHIBIT "A", CONSISTING OF ONE (1) SHEET, ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, in the judgment of this Governing Board, it is in the best interests of this District that the above-described property be dedicated to the San Diego Gas & Electric Company for utility purposes;

NOW, THEREFORE, the Governing Board hereby declares its intention to dedicate the above-described property to the San Diego Gas & Electric Company for utility purposes; and

BE IT FURTHER RESOLVED that a public hearing upon the question of making the dedication be held on November 15, 2011, at 7:00 p.m. at the regular meeting of the Governing Board of the Santee School District.

BE IT FURTHER RESOLVED that notice of adoption of this resolution and of the time and place of holding the meeting at which the Board will act on the dedication shall be given by posting copies of this resolution, signed by a majority of members of this Board in three public places in the District not less than ten days before the date of the meeting, and by publishing this notice once not less than five days before the date of the meeting in a newspaper of general circulation published in the District.

ADOPTED by the Governing Board of the Santee School District on November 1, 2011, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

.....  
Barbara Ryan, President

.....  
Dan Bartholomew, Vice President

.....  
Dianne El-Hajj, Clerk

.....  
Dustin Burns, Member

.....  
Ken Fox, Member

.....  
Members of the Governing Board of the  
Santee School District

Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
8335 Century Park Court, Suite 100  
San Diego, CA 92123-1569  
Attn: Real Estate Records - CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No.: 056330-020  
Const. No.: 2951700  
A.P. No. : 381-020-41  
Sketch No.: OS-14822

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

SANTEE SCHOOL DISTRICT OF THE COUNTY OF SAN DIEGO, CALIFORNIA, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities and appurtenances for the transmission and distribution of electricity.
2. Communication facilities, and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

Lots 1 and 8 in Block 12 of Cajon Park, according to Map thereof No. 767, filed in the Office of the County Recorder of said County of San Diego.

The easement in the aforesaid property shall be that certain strip of land, 11.00 feet by 28.00 feet, the approximate location shown and delineated as "EASEMENT AREA", on the Exhibit "A", consisting of one (1) sheet, attached hereto and made a part hereof.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing utility or communication facilities/services.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SANTEE SCHOOL DISTRICT OF THE COUNTY OF SAN DIEGO, CALIFORNIA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

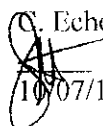
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Drawn  
Checked  
Date

C. Echeverria  
  
10/07/11

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ )SS.

On \_\_\_\_\_, before me \_\_\_\_\_  
\_\_\_\_\_ (name, title of officer), 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 \_\_\_\_\_



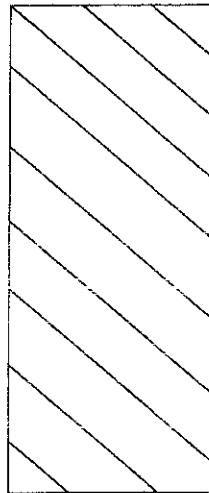
381  
02

# CAJON PARK MAP NO. 767 BLOCK 12

LOT 1

SANTEE SCHOOL DISTRICT OF  
THE COUNTY OF SAN DIEGO,  
CALIFORNIA

28'



11'

P671320  
TO BE REMOVED ●

Z671321  
TO BE REMOVED ●

○  
NEW POLE Z671321

SIDEWALK

CURB

↑  
TO WOODGLEN VISTA DR.

MAGNOLIA AVENUE

1'+/-



11' x 28'  
EASEMENT AREA

## UG ELEC.

## EXHIBIT "A"

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA		ORIGINATOR: TPascoe	OK TO INSTALL:	PROJECT NO. 056330-020		
		SURVEYED BY: NONE	R/W OK:	CONST. NO. 2951700		
TL13821-Fan. To Magnolia OH Distribution Magnolia Avenue Santee		DRAWN BY: Echeverria	DATE:	DRAWING NO. OS-14822		
		DATE: 10/07/11	THOS. BROS.			
		SCALE: NONE				
NO.	SUPPLEMENTS	DATE:	BY	APP'D		



Consent Item D.3.1.  
Prepared by Karl Christensen  
November 1, 2011

Ratification of Contract Amendment with  
Trittipo Architecture and Planning for Extra Services  
on the Hill Creek 10-Classroom Addition Project

**BACKGROUND:**

On November 4, 2008, the Board approved a contract with Trittipo Architecture and Planning (“TAP”) as architect of record for the Capital Improvement Program. At the October 4, 2011 meeting, the Board approved a design change for the Hill Creek 10-classroom addition to enclose the two stairways. To accomplish the design change, it is necessary to amend the contract with TAP to include extra services for additional construction administration modifications with DSA processing of change orders.

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify additional architecture and engineering services not to exceed \$13,000 for the design change to enclose the stairways of the Hill Creek 10-Classroom Addition project.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The fiscal impact for the architect and engineering services cost is not to exceed \$13,000, which will be funded through the Capital Improvement Program budget.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item D.3.1.
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Consent Item D.3.2.  
 Prepared by Karl Christensen  
 November 1, 2011

Acceptance of Construction and Authorization  
 to File Notice of Completion Documents for  
 Phase 2 Modernizations of Chet F. Harritt and  
 PRIDE Academy at Prospect Avenue, and  
 Chet F. Harritt Ball Fields Projects

**BACKGROUND:**

Notice of Completion documents have/will be filed with the County Recorder for the projects listed below. Retention amounts withheld from progress payments will be released after 30 days from the date of recording the Notices of Completion.

PROJECT	ORIGINAL CONTRACT AMOUNT	PROJECT SAVINGS RETURNED TO DISTRICT	FINAL TOTAL CONTRACT AMOUNT	CONTRACTOR
Phase 2 – Chet F. Harritt Modernization	\$6,108,054	\$329,225	\$5,778,829	Balfour Beatty Construction
Phase 2 – PRIDE Academy at Prospect Avenue Modernization	\$5,852,890	\$114,264	\$5,738,626	Balfour Beatty Construction.
Phase 2 – Chet F. Harritt Ball Fields	\$965,521	\$28,228	\$937,293	Balfour Beatty Construction
Total	\$12,926,465	\$471,717	\$12,454,748	

Attached are logs showing the use and balances of allowances, the contractor/shared contingency, and the owner's contingency.

**RECOMMENDATION:**

It is recommended that the Board of Education authorize the filing of Notice of Completion documents for the completed projects as listed above and acceptance and closeout of final guaranteed maximum price including contract change orders and use of allowances.

This item supports the following District goal:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our missions and maintain fiscal solvency.

**FISCAL IMPACT:**

The fiscal impact of the final guaranteed maximum price contracts listed above total \$12,454,748. Savings returned to the District total is \$471,717. Funding for these projects comes from Capital Improvement Program funds, Prop R bond proceeds, and State modernization matching 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.3.2.
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**Balfour Beatty Project #10858001  
FINAL CONTRACT SUMMARY  
Chet F Harritt School Modernization - Phase 2**

<b>Original Contract</b>		<b>\$6,108,054</b>
Credit for Remaining Owner Contingency	(\$80,841)	
Credit for 67% Share of Contractor Contingency	(\$163,334)	
Credit for Remaining Lib Tech/MP/Classroom Allowance	(\$50)	
Credit for Unused Moving Allowance	(\$50,000)	
Credit for Unused Electrical Refeed Allowance	(\$35,000)	
<b>Total Contract Savings</b>	<b>(\$329,225)</b>	
<b>Final Total Contract Amount</b>		<b>\$5,778,829</b>

Prospect - Final Contract Amount

Original Contract		\$5,852,890
Furniture Move Allowance	(\$50,000)	
Deduct for Duct Leakage Testing	(\$3,536)	
Owner Contingency	(\$636)	
Contractor 'Owner' Contingency Savings	(\$60,092)	
	<u>(\$114,264)</u>	
Total Contract Savings		<u>(\$114,264)</u>
Final Total Contract Amount		<b>\$5,738,626</b>

Chet Ballfields Final Contract Amount

Original Contract		\$965,521
Owner Contingency Savings	(\$10,576)	
Contractor 'Owner' Contingency Savings	<u>(\$17,652)</u>	
	(\$28,228)	
Total Contract Savings		<u>(\$28,228)</u>
Final Total Contract Amount		<b>\$937,293</b>

Consent Item D.3.3.  
Prepared by Karl Christensen  
November 1, 2011

Acceptance of Construction and Approval/Ratification  
to File Notice of Completion Documents for Hill Creek  
Child Care Relocatable Classrooms

**BACKGROUND:**

The Child Care Classrooms Project at Hill Creek School was completed on September 6, 2011. This project involved relocating portable buildings and the purchase and installation of a new building from Silver Creek. The cost of construction was \$308,079 with Balfour Beatty and the purchase of a new building with Silver Creek cost \$121,926. Notice of Completion documents have been filed with the County Recorder. Retention amounts withheld from progress payments will be released after 30 days from the date of recording the Notice of Completion.

**RECOMMENDATION:**

It is recommended that the Board of Education accept the completion of the child care project at Hill Creek School and authorize/ratify the filing of the Notice of Completion documents for the Hill Creek Child Care Project as a substantially completed project.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

The fiscal impact of the contract listed above is \$430,005 paid from Capital Improvement Program and Out of School Time Program funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion.		Second.		Vote.		Agenda Item D.3.3.
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Consent Item D.3.4.  
Prepared by Karl Christensen  
November 1, 2011

Adoption of Resolution#1112-07 to Establish a Labor  
Compliance Program

### **BACKGROUND:**

AB 1506 added the responsibility to school districts of monitoring construction projects to make sure that contractors are meeting prevailing wage requirements. This monitoring was previously the responsibility of the Department of Industrial Relations (DIR). AB 1506 requires that school districts receiving Proposition 47 and 55 funds for construction projects awarded on or after April 1, 2003, must adopt, implement, and enforce a Labor Compliance Program (LCP), which has been approved by the DIR.

As part of the Capital Improvement Program (CIP), State match funds are applied for and received. The District has been notified that the State's current Prop 1D funding is nearing the maximum of its bond authority for new construction grants and that future funding for the 10-classroom addition projects will most likely be funded from the State's Prop 47 or 55 funds. This will require a District-sponsored LCP. The attached letter from Department of General Services provides further explanation.

In order to ensure receipt of State funding for the classroom additions for Hill Creek, Pepper Drive, and Chet F. Harritt schools when the State has sufficient funds, the District needs to establish and start a labor compliance program as soon as possible. The first step is to submit a program to the DIR for approval. Then the District must contract with a third party vendor to perform the necessary payroll audits and job site visits. The attached labor compliance program template was developed by the San Diego County Office of Education in 2003 when State bond propositions 47 and 55 were passed that required such programs. It is the same LCP used by Cajon Valley Unified School District which was approved by DIR in 2003 and was used for the construction of the Los Coches Creek Middle School project. See attached LCP and DIR application. This saved Santee School District \$1,000 in consultant costs proposed to develop such a program to submit to DIR.

### **RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution #1112-07 to establish a labor compliance program and submit the LCP program application to the Department of Industrial Relations.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.



**FISCAL IMPACT:**

The State's funding portion of .02% share for an LCP will be added to our State grant funding of the Hill Creek 10-classroom addition and can reimburse the District for the estimated cost of the program of approximately \$30,000.

**STUDENT ACHIEVEMENT IMPACT:**

This is a facilities item. Facilities that optimize the learning environment support student achievement.

Motion:		Second:		Vote:		Agenda Item D.3.4.
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**RESOLUTION #1112-07 OF THE BOARD OF EDUCATION OF THE  
THE SANTEE SCHOOL DISTRICT ADOPTING A LABOR  
COMPLIANCE PROGRAM ("LCP") IN ACCORDANCE WITH LABOR CODE  
SECTION 1771.7, REQUESTING APPROVAL BY DEPARTMENT OF  
INDUSTRIAL RELATIONS, AUTHORIZING IMPLEMENTATION UPON  
APPROVAL BY THE DEPARTMENT OF INDUSTRIAL RELATIONS,  
AUTHORIZATION TO REQUEST PROPOSALS FOR THIRD PARTY  
ADMINISTRATOR SERVICES, [AND/OR] APPROVAL OF THIRD PARTY  
ADMINISTRATOR SERVICES AGREEMENT,  
AND MAKING FINDINGS TO BE SUBMITTED TO  
THE STATE ALLOCATION BOARD**

WHEREAS, Assembly Bill 1506 ("AB 1506"), Chapter 868 enacted Labor Code §1771.7 et seq., which requires that school districts that elect to use funds ("State Funded") derived from the Kindergarten-University Public Education Facilities Bond Act of 2002 ("Prop. 47") or the Kindergarten-University Public Education Facilities Bond Act of 2004 for a school facilities project initiate and enforce, or contract with a third party to initiate and enforce, a Labor Compliance Program ("LCP") for State Funded school facility projects that commence after April 1, 2003; and

WHEREAS, the Board of Education of the Santee School District ("Board" and "School District") intends to use funds from Prop. 47 on State Funded school facility projects that will commence on or after April 1, 2003, requiring a LCP; and

WHEREAS, the Board desires to adopt a LCP in compliance with Labor Code § 1771.7 and other applicable law and submit it to the Director of the Department of Industrial Relations ("DIR") for approval; and

WHEREAS, the Board desires to authorize the District Superintendent or designee therefore to implement its LCP, to take any and all action to obtain approval of its LCP from the DIR, including but not limited to: submitting a request for initial approval and final approval eleven (11) months after the initial approval is obtained, to execute an Agreement for Third Party Administrator services, submittal of the certification to the State Allocation Board ("SAB") that the Board has adopted and will enforce its LCP with District staff, legal counsel, or services of one or more Third Party Administrators to enforce its LCP in order to obtain funding or reimbursement of funds under Prop. 47 or 2004 Bond.

NOW, THEREFORE, the Board of the Santee School District does hereby resolve, determine, and order as follows:

Section 1. That the District has adopted and will enforce its LCP in substantially the form attached as Santee School District Labor Compliance Program with authorization for the Superintendent to make non-substantive changes;

Section 2. That the District Superintendent or designee is designated as the authorized person to acknowledge on behalf of the Board in regard to all herein described matters and is authorized and directed to perform all necessary actions to obtain initial and final approval of the District's LCP from the DIR;

Section 3. That the District Superintendent or designee is authorized to Request Proposals from qualified Third Party Administrators substantially in the form as shown in Santee School District Labor Compliance Program and with authorization for the Superintendent to make non-substantive changes;

Section 4. That the District Superintendent or designee is authorized to execute an Agreement for Third Party Administrator services substantially in the form as shown in Santee School District Labor Compliance Program and with authorization for the Superintendent to make non-substantive changes;

Section 5. That the District Superintendent or designee is authorized to complete the State Allocation Board Forms No. 50-04 and 50-05 including certification that the Santee School District has initiated and will enforce an LCP;

Section 6. That the District Superintendent or designee is directed to prepare and return to this Board the LCP Project Reports.

ADOPTED, SIGNED, and APPROVED this 1<sup>st</sup> day of November, 2011.

BOARD OF EDUCATION OF SANTEE SCHOOL DISTRICT

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

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

Consent Item D.3.5.  
Prepared by Karl Christensen  
November 1, 2011

Approval to Contract with California School  
Construction Services, Don Hendrix, for Labor  
Compliance Program Services

**BACKGROUND:**

A qualified third party vendor is needed to conduct the necessary audits of certified payroll per prevailing wages and onsite interviews of laborers throughout construction projects pursuant to the District's Labor Compliance Program (LCP). Since the Hill Creek 10-classroom addition project started in July 2011, forensic reviews of past payroll records will be required. California School Construction Services currently provides the required services for continuous Division of the State Architect's (DSA) inspection and project management staff extension. Mr. Don Hendrix is also a qualified labor compliance consultant and he established San Diego Unified School District's program and provided such third party services to Cajon Valley Unified School District for their program. Since his firm is already on the project, there would be a cost savings for using his services for the LCP over procuring another third party vendor. In addition, no reimbursables or mileage charges are supplemental to his proposal as with other firms.

Administration also contacted Gafcon and Alliant Consulting, Inc. for qualifications and proposals. Due to the cost savings noted above, Administration recommends using Mr. Don Hendrix of California School Construction Services for LCP services.

**RECOMMENDATION:**

It is recommended that the Board of Education approve contracting with California School Construction Services, Don Hendrix, for LCP services.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

The fiscal impact is estimated at \$30,000 to be reimbursed with .02% State share for an LCP through State grant funding for the Hill Creek 10-classroom addition project.

**STUDENT ACHIEVEMENT IMPACT:**

This is a facilities item. Facilities that optimize the learning environment support student achievement.

Motion:		Second:		Vote:		Agenda Item D.3.5.
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October 6, 2011

Ms. Becker, Director Facilities & Maintenance & Operations  
Santee School District

Executive Summary:

I will provide a trained and experienced staff to assist SANTEE School District in determining that the correct California Prevailing wages are paid and provide a Labor Compliance Program that produces timely and cost effective audits of contractors weekly payrolls in accordance with the California Labor Code.

I established a contractor monitoring system for the 1.5 Billion dollar San Diego Unified School District Proposition MM construction program that monitored up to \$350 million dollars per year in construction activity. I also developed and maintained the Labor Compliance Program for the Cajon Valley Union School Districts \$40 million dollar Proposition 47 bond funded construction projects

I have worked with various San Diego contractor organizations, to raise awareness of the need to include smaller and disadvantaged contractors in public agency contracting so contracting opportunities are fairly spread among all the contracting community.

I have provided prebid work shops for various disadvantaged contracting organizations and nonaffiliated contractors for San Diego Unified School District to assist them with understanding of the forms and processes of public contract construction including the various Prevailing Wage Laws associated with public works construction.

I will provide a computer centered data base program for all reviews and tracking of contractor reporting activities. The information will be electronically available for all SANTEE personnel you deem should see and review the completed audits. The SANTEE program will be designed to meet the particular requirements of your organizations project funding sources. We will process from covered projects contractor submitted payrolls and provide a systematic review to determine compliance with the contract identified wage requirements.

After our review the created electronic data will be immediately shared with SANTEE selected staff and the contractor, and in the event of discrepancies, SANTEE and the contractor will be advised of the person(s) affected and the relevant labor code(s) sections violated.

Identification of Proposer and Establishment of Proposer's Fiscal Responsibility:

Hendrix California School Construction Services

Box 26, Santa Ysabel, California 92070-0026

Eleven year old Sole proprietorship

Contact L. L. "Don" Hendrix

Cell Phone, 619.990.1932 Office Phone, 760.782.3347 Fax, 760.782.3348

E-Mail, LDONH01@AOL.COM

## Experience and Technical Competence:

L. L. "Don" Hendrix, Principal

Education: Juris Doctor  
Bachelor of Science Law  
Licenses: Division of State Architects Class 1 School Inspector #868  
Certifications: Department of Industrial Relations / Division of Labor Standard Enforcement  
Approved Labor Compliance Program Supervisor (see attached)

Experience:

January 2003 through June 2005: My company assisted Cajon Valley Union School District, providing, Labor Compliance monitoring for all Proposition 47 funded construction projects.

Please contact Mr. J. Beard, Director of Maintenance & Operations, 619-588-3181

December 1999 through June 2002: Labor Compliance Program Supervisor for San Diego Unified School District. I developed, achieved California Department of Industrial Relations approval, implemented and managed the approved Labor Compliance Program for San Diego Unified School District's 1.5 billion dollar construction bond program. The program monitored over \$350 million dollars per year in construction activity and I worked closely with all contractor associations, trade unions, and state agencies to achieve a low cost and effective monitoring program for the District.

### Labor Compliance Management

I will ensure that your District meets all obligations of Labor Code section 1771.5 as it applies to the use of Proposition 47 bond funds and all other established prevailing wage laws. This will include review of the contractor's license of the successful bidder and all their identified subcontractors for verification of active license status, holding a valid workers compensation insurance policy, and have not been debarred by the Department of Industrial Relations as required by the California Labor Code and Department of Industrial Relations.

I will provide a computer data base of all issued and relevant Department of Industrial Relations precedential decisions affecting how the Labor Compliance Program enforcement activities are to be conducted. I will attend post award preconstruction meetings to review the requirements of California's Labor Code with the prime contractor and obtain signatures of the attending contractors attesting that they are fully aware of their Prevailing Wage obligation as required by Labor Code section 1771.5.

I will provide a systematic review of each project contractor's weekly payroll submittals and determine if proper wages for the work classifications are being met. I will create a computer data base to track contractor compliance and corrective actions relative to their failure to completely comply with the Labor Code requirements.

I will provide the prime contractor with immediate written results of each payroll review clearly identifying any defective payroll issues and identify the time constraints the Labor Code establishes for the contractor to correct the issues. This payroll report will identify the contractor's potential financial liability if compliance is not timely established. I or assigned staff will meet with all contractors wishing to address any withholding or delay in progress payments arising from a Labor Compliance Program audit.

Box 26 Santa Ysabel, California 92070-0026 • Ph. Cell 619.990.1932 or office 760.782.3347  
Fax 760.782.3348 E-Mail LDONH01@AOL.COM

In the unlikely event more serious action is required to achieve contractor compliance, I or assigned staff will produce all necessary proof showing the contractor was given ample time to willingly correct an identified code violation and has intentionally refused to correct the underpayment or has attempted to defraud the worker or District. This is the standard required to be successful in a Department of Industrial Relations Legal Office hearing. I will notify all affected contractors, their bonding company, the District, the Department of Industrial Relations and the Labor Commissioner of the problem and allow the Labor Commissioners Office to process the complaint to completion as permitted under Labor Code section 1771.6.

Generally, an approved Labor Compliance Program is promoted as providing a source of additional funds to a district choosing to initiate the program. However, my two and one half years of experience as the Labor Compliance Program Supervisor for San Diego Unified School District indicates that it is very costly, financially and politically, to raise additional funds via a code enforcement program that alienates large numbers of otherwise honest and compliant contractors over small amounts of easily settled wage issues. The process requires you to expend most, if not all of the penalty assessment money that would be available, on legal fees to enforce the rules against the truly intentional and fraudulent contractors. Intentional and fraudulent contractors will best be dealt with through the Labor Commissioners Office who has the police powers to complete the investigation and prosecute the offender.

#### Tracking Contractor Payrolls:

I will provide a computer based system to track incoming contractor payrolls and out going audit reports. This system has previously provided excellent tracking results for San Diego Unified School District's 300 million dollar construction activity.

#### Site Monitors.

Assigned staff will visit each work site or will train your project inspectors to interview contractor workers which will minimize your Labor Compliance costs.

#### Audit and Investigate:

I or assigned staff will investigate through audits that all project contractor licenses remain current and that their workers compensation insurance remains in force, that trust fund contributions are being properly made, that the work hours indicated are at the correct pay rates.

Additional investigations will be performed if worker complaints are received or a trust fund administrator files a complaint. Problems developed during audit will result in a formal notice to the contractor and if not corrected within the time specified in the Labor Code, a notice to withhold portions of contractor's future payments will be initiated.

#### Enforcement:

A contractor that refuses to correct Labor Code Violations or refuses to demonstrate that the audit results are incorrect by law is subject to penalties. In that event I will notify the Department of Industrial Relations and Labor Commissioners Office of the contractors failure to meet the standards established in the California Labor Code and California

Code of Regulations; place the money withheld in a segregated account and turn the matter over to the Labor Commissioners office for final disposition.

Forfeiture:

During the enforcement phase, all audit reports will continuously calculate any contractor underpayments and add the associated penalty amount and display these by specific contractor so the prime contractor and all the subcontractors will be completely aware at all times as to their compliance status. The participating districts and San Diego County Office of Education will also be continuously informed as to the project contractor's compliance status including any withholding amounts.

After notification is forwarded to the Labor Commissioners Office, that agency will prosecute the contractor under the hearing rules spelled out in California Code of Regulations section 17000, after all hearings with the contractor, the Labor Commissioners Office will notify the participating district and San Diego County Office of Education as to the final disposition of the retained funds and the Labor Commissioners Office will make distributions to the affected workers and retain any appropriate penalties. The balance of the withheld funds will be returned to the contractor if approved by the Labor Commissioner.

Hearings:

It is my intent to conduct this Labor Compliance Program under Labor Code section 1771.6 and section 1726 to minimize the cost impact to the participating districts. The attorney fees required to prosecute a contractor through a prevailing wage hearing will consume any penalty assessment that might be available to the district. I will provide documentation and testimony, but believe each participating district and the San Diego County Office of Education will be financially and politically better served by allowing the Labor Commissioners Office to handle the actual hearing through the Department of Industrial Relations Legal Office.

Annual Reports:

I will maintain and submit annual reports to the Department of Industrial Relations as required by the California Code of Regulations. These reports will include; the number of public works contracts awarded using Proposition 47 Bond Funds, a summary of wages due to workers resulting from failure by contractors to pay prevailing wages, the total amount of withheld money due the contractors, the total amount recovered by action in any court of competent jurisdiction, a summary of penalties and forfeitures imposed and withheld or recovered in a court of competent jurisdiction.



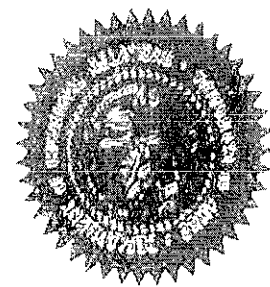
**CERTIFICATE OF  
COMPLETION**

This certificate recognizes that

*Don Hendrix*

has completed the three day  
*Labor Compliance Program Training*

State of California  
Department of Industrial Relations  
Division of Labor Standards Enforcement



San Diego  
June 27 - 29, 2001

*Arthur S. Lujan*  
Arthur S. Lujan  
State Labor Commissioner

Fee Proposal:

Auditing activities, including electronic notification to the prime contractor and district, audit each active contractor per project, maintain files, track contractor submissions, and payroll due dates.

Per contractor, prime or sub, per weekly payroll reviewed or audited.       \$     155.00

Evidence production for Labor Commissioners Office or Department of Industrial Relations and Complaint Investigation: per hour.                                       \$     89.00

Meetings with contractors to resolve audit withholdings:  
Per hour.   \$     89.00

Appear for court or hearing:  
per day.   \$    890.00

Annual Reports:  
per hour.   \$     89.00

Submitted by:  
Hendrix California School Construction Services

L. L. "Don" Hendrix, JD.  
Principal and Owner

## **BACKGROUND**

State regulations governing Single Plans for Student Achievement require that the Board of Education annually approve the plans for each of the schools. The 2011-12 Single Plans and budgets have been approved by the local councils and meet the requirements of the applicable regulations. These plans were written utilizing the state template and include goals based on the most current student performance data. In addition, each site has completed a Parent Involvement Policy as outlined in Board Policy and Administrative Regulation 6020 and these policies are attached in each Single Plan. A copy of each site's Single Plan for Student Achievement will be available at the Board meeting for public review.

## **RECOMMENDATION**

Administration recommends approval of the Single Plans for Student Achievement and Parent Involvement Policy for each of the schools.

This recommendation supports the following District goal:

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

## **FISCAL IMPACT**

Approval of the Single Plans for Student Achievement will provide authorization for school staffs to expend categorical funds to support program development focusing upon student achievement during the 2011-12 school year.

## **STUDENT ACHIEVEMENT IMPACT:**

The Single Plan for Student Achievement for each school includes a comprehensive plan to improve the academic performance of students. The plan reflects the collection and analysis of student performance data, the setting of priorities for program improvement, the rigorous use of effective strategies, and the ongoing monitoring of student achievement. The template provides a structured means to improve teaching and learning to meet state content and performance standards. In addition, parent involvement policies encourage home-school communication which is essential in moving all students toward proficiency.

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

Agenda Item D.4.1.

Consent Item D.4.2.

Approval of Invo Healthcare Associates, Inc.  
Agreement for Occupational Therapy (OT) Services

Prepared by Kristin Baranski  
November 1, 2011

**BACKGROUND:**

As part of a student's Individual Education Program (IEP), occupational therapy (OT) services are necessary in order for some special education students to demonstrate educational progress. Progressus Therapy, Inc. previously provided Occupational Therapists to the District; however, both therapists have resigned employment with Progressus Therapy, Inc., and they have been unable to fill these positions with their existing staff. The Board of Education took action at the September 27<sup>th</sup> Board Meeting to hire Lee Barnes as a vendor for OT services; she continues to provide 0.80 FTE of OT support. Additional therapist time, equivalent to 0.40 FTE, remains necessary to provide OT services as indicated on students' IEPs.

Currently, there are Santee School District postings for Occupational Therapists positions. Until permanent employees are hired, Invo Healthcare Associates, Inc. is able to provide the part-time support, 0.40 FTE, needed at the same hourly rate as previously contracted through Progressus Therapy, Inc.

**RECOMMENDATION:**

Administration recommends that the Board of Education approve the attached Santee School District agreement with Invo Healthcare Associates, Inc. for occupational therapy services for the term of November 4, 2011 through June 30, 2012.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

For the regular school year, occupational therapy services through Invo Healthcare Associates, Inc. will be at the rate of \$70.00 per hour for an annual cost of \$40,880.00.

**STUDENT ACHIEVEMENT:**

Occupational therapy services are necessary for some special education students to demonstrate educational progress.

otion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item D.4.2.

## Agreement

THIS AGREEMENT is made on this 4<sup>th</sup> day of November, 2011 (the "Effective Date") by and between Invo HealthCare Associates, Inc., 1780 Kendarbren Drive, Jamison, PA 18929 (hereinafter referred to as "IHC") and Santee Elementary School District, 9625 Cuyamaca Street, Santee, CA 92071 (hereinafter referred to as "Agency").

THIS AGREEMENT contains the following:

- (A) Agency is an agency serving individuals with special needs.
- (B) Both parties wish to enter into an AGREEMENT in which IHC will contract with therapist (s) (hereinafter referred to as "therapist"), who will provide therapy services to the individuals of the Agency.

THE PARTIES agree to the following:

1. Services:

Both parties agree that the scope of IHC's responsibility, as set forth in the AGREEMENT, is limited to contracting with therapist(s) who will provide approximately thirteen (13) hours per week of occupational therapy services for the clients of the Agency located in the state of California.

2. Duties of Therapist:

(a) The services provided by the therapist under this AGREEMENT will be consistent with the available facilities, the therapist's professional judgment and the standards established in the Agency's community.

(b) The therapist shall maintain adequate and current records, in the manner required by the Agency, for individuals who are provided with service.

(c) The therapist will furnish a professional liability insurance policy to cover herself/himself with coverage of at least \$1,000,000 per occurrence. This policy must be effective, and proof of such insurance shall be provided to Agency, on or before the therapist's first day of work.

(d) The Agency understands and agrees that IHC and the therapist are acting and performing as independent contractors at all times. The professional duties of the therapist will be directed by the Agency. The Agency and the therapist must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the therapist and the Agency.

(e) The therapist, under their contract, must comply with policies, rules, and regulations of the Agency.

3. Term:

This AGREEMENT shall be for a nine (9) month term beginning on or about November 4, 2011 and extending until June 30, 2012. However, if IHC does not present a qualified candidate for interview within thirty (30) days from the date on which this AGREEMENT is signed, then the Agency will have the option to terminate the AGREEMENT. Notice of termination will be delivered to IHC by Certified Mail with a return receipt.

4. Fees:

(a) IHC shall be compensated for services rendered.

(b) Since IHC incurs daily expenses, IHC will receive from the Agency a guaranteed income of seventy (\$70.00) dollars per hour for every hour of contracted occupational therapy services approved by the Agency.

The Agency shall make payment within thirty (30) days of receipt of a properly prepared and submitted invoice. If the payment is not postmarked from the Agency within thirty (30) days of the receipt of the invoice, the Agency agrees to pay an additional 1.5% interest per month on amounts not paid, such interest being calculated beginning day thirty-one (31) from receipt of invoice. Interest should be calculated in accordance with standard accounting procedures. IHC shall bill the Agency for the interest.

Failure by the Agency to pay appropriately submitted invoice within sixty (60) days of receipt may be considered a breach of contract.

For each subsequent contract renewal, the compensation for therapist's services will be negotiated approximately one month prior to the initiation of the next contract period.

5. Duties of Agency:

(a) The Agency will provide the therapist with adequate work areas and equipment, as deemed necessary by the Agency, for the therapist to perform her/his job.

(b) Agency will provide support services as needed.

6. Service of Notices:

Notices served on the Agency will be served by Certified Mail with a return receipt, to the Santee Elementary School District, 9625 Cuyamaca Street, Santee, CA 92071. Notices served on IHC will be served by Certified Mail with a return receipt, to Invo HealthCare Associates, Inc., 1780 Kendarbren Drive, Jamison, PA 18929.

7. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the State of California.

8. Scope of AGREEMENT:

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

9. Amendments:

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Agency and IHC.

10. Non-Interference, Non-Solicitation, and Restrictive Covenant:

Agency agrees that it may not during the term of this Agreement and for two (2) years after the expiration or termination of this agreement, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant or in any other capacity, employ or otherwise contract for services with the following:

- a). any therapist that any IHC's staff introduces to Agency, arranges for interview with Agency, or who has provided Services to Agency by or through IHC;
- b). any business entity (i.e. corporation, company partnership, association) that wishes to use any of IHC staff that has been introduced to Agency, had an arranged interview with Agency, or who has provided Services to Agency by or through IHC; and/or
- c). any current or former therapist of IHC who has provided Services to Agency under the terms of this Agreement and who is associated with an independent business entity as an employee, officer, agent, partner, owner, investor, lender, director, adviser or consultant or in any other capacity.

11. Default:

The Agency will be in default if any of the following happens:

- (a) The Agency fails to make any payment when due.

(b) The Agency breaks a promise it has made to IHC, or the Agency fails to perform promptly at the time and in the specified manner provided in this contract.

(c) The Agency makes any representation or statement to IHC that is false or misleading in any material respect.

12. Confidential Information:

Both parties agree they will not at any time during or after termination of this AGREEMENT use or disclose any confidential information or methods to any person or entity for any purpose whatsoever without the prior written consent of the Agency and IHC.

13. Termination:

This AGREEMENT may be terminated (i) immediately upon written notice of breach of any party by the other party, or (ii) by either party upon sixty (60) days prior written notice. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

THE PARTIES execute this AGREEMENT on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Santee Elementary School District

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

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

Invo HealthCare Associates, Inc.

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

Mary A.J. McClain, President



Consent Item D.4.3.

Approval of Open Ended Student Teaching and Practicum Agreement with National University

Prepared by Kristin Baranski  
November 1, 2011

**BACKGROUND:**

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers and interns. Santee School District has received a Student Teaching and Practicum Agreement with National University for this purpose. The terms of the open ended agreement shall commence on November 2, 2011.

**RECOMMENDATION:**

Administration recommends that the Student Teaching and Practicum Agreement with National University for teacher education fieldwork be approved by the Board of Education.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

National University shall pay the District for field laboratory classroom placement of student teachers at the rate of \$30.00 per section of teaching and/or practicum supervised. These amounts are transferred to the school site budget for the master teacher's instructional budget.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item D.4.3.



**NATIONAL UNIVERSITY**

**STUDENT TEACHING AND PRACTICUM AGREEMENT**

This agreement, effective on October 18, 2011, made by and between National University, a California non-profit public benefit corporation (the "University") and Santee School District, a public entity (the "District"), with reference to the following facts:

**ARTICLE 1**  
**RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.

1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which schools districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to students enrolled in the University's teacher training curricula and/or practicum experience to students enrolled in the University's student counseling and other credential curricula. The District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

**ARTICLES 2**  
**DEFINITIONS**

2.1 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential

2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.3 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

2.4 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for nine weeks. Student Teaching Assignments shall satisfy all requirements of the Commission

2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel

Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.6 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Practicum Supervisors.

2.7 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

### **ARTICLE 3** **TERMS AND CONDITIONS**

3.1 The District shall provide University students with Student Teaching and/or Practicum in schools and classes of the District under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

3.2 District Determination. The District at their sole discretion may refuse to accept, or may terminate, any Student assigned to the District for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.

3.3 University Determination. The University shall determine the number of units of Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment at the District.

3.4 District Reimbursement. The University shall reimburse the District for the cost of Student Teaching or Practicum services rendered by the District, paying the District \$30.00 per section of Student Teaching and/or Practicum supervised. The District agrees that the issuance of the stipend to the Master Teacher or the Practicum Supervisor will not render the Master Teacher or Practicum Supervisor an employee or agent of the University.

3.5 Invoice Procedure. Within a reasonable time following the completion of any Student Teaching Assignment or Practicum Assignment, the District shall submit an invoice, in triplicate, to the University which invoice shall specify the number of Quarter Units of Student Teaching or Practicum provided by the District and the amount of reimbursement calculated at the rate provided in Article 3.4. The University shall pay the reimbursement to the District within 30 days following the date the District's invoice is received.

3.6 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$3,000,000 for each occurrence. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workman's compensation insurance coverage for their own employees, and Students are not employees of either the District or the University for purposes of workman's compensation or unemployment insurance coverage.

3.7 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the District shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.8 Representations. The University represents that all Students assigned to the District for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

3.9 Fingerprint Clause. The University shall provide a Certificate of Clearance from the California Commission on Teacher Credentialing to the District upon request if available.

#### **ARTICLE 4** **GENERAL PROVISIONS**

4.1 Term. This Agreement shall commence as of the date hereof and shall continue until such time as either party gives the other party written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

NATIONAL UNIVERSITY, a California non-profit public benefit corporation

Santee School District

By \_\_\_\_\_  
Richard Carter  
Executive Vice President for  
Administration and Business

By \_\_\_\_\_  
Signature

Date \_\_\_\_\_  
National University  
School of Education  
11255 N. Torrey Pines Road  
La Jolla, CA 92037

By \_\_\_\_\_  
Name Typed or Printed

Title \_\_\_\_\_

Date \_\_\_\_\_

For contact/contract return:  
Jason Garchie  
Contract Coordinator  
National University  
11255 N. Torrey Pines Road  
La Jolla, CA 92037  
(858) 642-8300  
credcontracts@nu.edu

District Address/Telephone:

\_\_\_\_\_ Street

\_\_\_\_\_ City State Zip

\_\_\_\_\_ Phone

Consent Item D.4.4. Approval of Reimbursement Agreement with San Diego County Superintendent of Schools to Fund Excess Costs for Educationally Related Mental Health Services (ERMHS)

Prepared by Kristin Baranski  
November 1, 2011

## **BACKGROUND**

In June 2011, the California Legislature through Assembly Bill 100 (“AB 100”) and Senate Bill 87 (“SB 87,” also known as the 2011–2012 Budget Act) appropriated \$98.586 million to County governments to provide handicapped and disabled students, seriously emotionally disturbed students, and students in out-of-state mental health services facilities with educationally related mental health services (ERMHS). Additionally, the Legislature, through SB 87, authorized County mental health agencies and local education agencies to enter into a memorandum of understanding for the provision and transition of ERMHS during the 2011-2012 fiscal year in order for a local education agency to access AB 100 funds.

Each of the 42 school districts in San Diego County are being asked to approve the attached Reimbursement Agreement to fund excess costs associated with the provision of therapeutic ERMHS services from July 1, 2011 – June 30, 2012. Approval of the agreement will allow all San Diego County LEA’s access to AB 100 funds and participation in the County Mental Health Agency’s full scope Medi-CAL reimbursement process.

## **RECOMMENDATION**

Administration recommends approval of the Reimbursement Agreement with San Diego County Superintendent of Schools to fund excess costs for educationally related mental health services pursuant to AB 100/SB 87 for district students who require these services outlined on their Individual Education Program (IEP).

This recommendation supports the following District goal:

- Assure the highest level of educational achievement for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

## **FISCAL IMPACT**

Per Attachment B, estimated costs (net of Medi-Cal reimbursement offset and AB 100 Funds offset) for Educationally Related Mental Health Services for 2011-2012 school year are to be between \$76,601 and \$91,921. However, these estimates are based on projected net costs from the 2010 – 2011 school year. Based on the number of students currently requiring ERMHS for the 2011-12 school year, the costs are now estimated to be between \$137,500 and \$165,000.

**STUDENT ACHIEVEMENT IMPACT:**

Special education students qualifying for mental health services through AB 3632 require this level of care in order to meet annual IEP goals.

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

Agenda Item D.4.4.

**REIMBURSEMENT AGREEMENT BETWEEN  
SANTEE SCHOOL DISTRICT AND  
THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

This Reimbursement Agreement (“Agreement”) is made and entered into between the Santee School District (“School District”) and the San Diego County Superintendent of Schools (“SDCOE”), together with School District the “Parties.”

**WHEREAS**, in previous fiscal years Government Code sections 7570 *et seq.* (also known as “AB 3632”) shifted the state’s obligation to counties and their county mental health agencies to provide an array of educationally-related mental health services (“ERMHS”), required by students with disabilities as determined by an individualized education program (“IEP”) team;

**WHEREAS**, in previous fiscal years the State Legislature, in the Budget Act, provided federal Individuals with Disabilities Education Act (“IDEA”) local assistance funding for the provision of ERMHS that are provided to students with disabilities as determined by an IEP team pursuant to AB 3632 by transmitting the funds to county offices of education;

**WHEREAS**, in previous fiscal years the Budget Act required each county office of education and county mental health agency to enter into a Memorandum of Understanding for the purpose of transferring these federal IDEA funds, subject to the fulfillment of the grant’s terms and conditions, to the county mental health agency for ERMHS as set forth in AB 3632 that were provided to students with disabilities as determined by an IEP team;

**WHEREAS**, in previous fiscal years the state has also provided General Fund support directly to the counties to provide an array of ERMHS to students with disabilities pursuant to an IEP;

**WHEREAS**, on October 8, 2010, the Governor of the State of California vetoed all state funding for ERMHS provided pursuant to AB 3632 and unilaterally declared the mandate on county mental health agencies to provide these services suspended;

**WHEREAS**, the Governor’s authority to suspend the mandate on county mental health agencies to provide AB 3632 services was disputed, but a California Court of Appeal held that the Governor’s action, in vetoing funds that were appropriated for the AB 3632 mandate, effectively relieved county departments of mental health of their responsibility of providing services under AB 3632. The effect of the Governor’s veto resulted in a zero appropriation of funds, which relieved these agencies from the duty to implement the AB 3632 mandate and provide mental health services;

**WHEREAS**, the Legislature through Assembly Bill 100 (“AB 100”) and Senate Bill 87 (“SB 87,” also known as the 2011–2012 Budget Act) appropriated \$98.586 million payable from the Mental Health Services Act Fund (Proposition 63) to counties to provide handicapped and disabled students, seriously emotionally disturbed students, and students in out-of-state mental health services facilities with ERMHS;

**WHEREAS**, the Legislature through SB 87 appropriated \$1.229 billion from the Federal Trust Fund (“IDEA funds”) for special education programs for eligible students with special needs; of which \$69 million has been made available to, and will be allocated by, the Superintendent of



Public Instruction to special education local plan areas (“SELPA’s”) for the purpose of providing ERMHS, including out-of-home residential services for emotionally disturbed students;

**WHEREAS**, the Legislature through Assembly Bill 114 (“AB 114”) shifted the responsibility for providing ERMHS from county offices of mental health to local school districts, by amending and repealing various provisions in the Education, Government, Family and Welfare and Institutions Codes, thereby repealing AB 3632;

**WHEREAS**, as a result of AB 114, the Local Interagency Agreement among Health and Human Services Agency San Diego County, Public School Districts in San Diego County, and Superintendent of School San Diego County Office of Education dated December 2006 (“Interagency Agreement”), is no longer valid;

**WHEREAS**, the Legislature, through SB 87, authorizes a county mental health agency and local educational agency to enter into a memorandum of understanding or contract to address interagency service responsibilities for the provision and transition of ERMHS identified on a student’s individualized education plan during the 2011-2012 fiscal year in order for a local education agency to access AB 100 funds; and if a memorandum of understanding or contract is entered into, then a copy of same shall be provided by the local educational agency to the California Department of Education (“CDE”);

**WHEREAS**, SDCOE entered into a memorandum of understanding (which is sometimes referred to herein as the “Additional Cost MOU”) with the County of San Diego Health and Human Services Agency Behavioral Health Division (“CMH”) to: (1) facilitate the access to AB 100 funds which shall be used exclusively for the purpose of providing ERMHS (as more fully described in the Additional Cost MOU) for which expenses have been or will be incurred in fiscal years 2011-2012; and (2) to ensure the continuity of the provision of ERMHS to students with disabilities who are the responsibility of the 42 San Diego County school districts (“School Districts”) and are entitled to receive such services as part of their IEPs; and

**WHEREAS**, the Parties have collaborated and enter into this Agreement for the purpose of: (1) facilitating and ensuring the continuity of the provision of ERMHS to students with disabilities who are the responsibility of the School District who receive such services as part of their IEPs; and (2) providing access to AB 100 funds.

**NOW, THEREFORE**, it is agreed as follows:

1. **Provision of ERMHS.**

- a. Pursuant to the Additional Cost MOU, CMH agreed to provide ERMHS from July 1, 2011 through and including June 30, 2012. ERMHS for eligible students are limited to the following: IEP meeting attendance and participation, assessments, individual therapy, group therapy, collateral services, case management (which includes but is not limited to CMH locating residential treatment facilities on behalf of a School District, and conducting site visits), intensive day treatment, day rehabilitation, and mental health services in residential placements as more fully described in “Attachment A.” CMH agreed to provide the ERMHS, and cooperate with SDCOE and the School Districts in

doing so, pursuant to the IDEA, the California Education Code, and other applicable laws and regulations, which include but are not limited to:

- i. Complying with all legally mandated deadlines and timelines, including but not limited to, assessments and IEP team meetings (e.g., CMH is obligated to complete a mental health assessment within 60 days of the School District receiving a signed assessment plan);
  - ii. IEP meeting attendance; and
  - iii. IEP team participation. The CMH representative will be an equal member of the IEP team, but his/her recommendation shall not be binding on the School District members of the team.
- b. Pursuant to the Additional Cost MOU, CMH also agreed to utilize funding from Medi-Cal, Early and Periodic Screening, Diagnosis and Treatment (“EPSDT”) and AB 100 funds, consistent with applicable laws. Such funding and/or reimbursements received by CMH, including AB 100 funds, for ERMHS will offset any amount SDCOE is required to fund under the Additional Cost MOU (“Offset”).

2. **Use of AB 100 Funds for ERMHS Until These Funds Are Exhausted.**

- a. Pursuant to the Additional Cost MOU, CMH agreed to apply its portion of the AB 100 funds (which is estimated to be \$6,090,900.00) towards the ERMHS it provides to the students of the School Districts and/or served by SDCOE between July 1, 2011 and up to and including June 30, 2012, or until the AB 100 funds are exhausted, whichever of these events occur first. The Parties to the Additional Cost MOU agreed that to the extent the ERMHS described in paragraph 1.a. include medication management, this service will be paid entirely with AB 100 funds or to the extent a student is Medi-Cal eligible, then Medi-Cal funds will be used consistent with applicable laws.
- b. Pursuant to the Additional Cost MOU, CMH recognized that it is SDCOE and the School District’s position that they are not obligated to reimburse CMH for any medication management services and that SDCOE and the School District have not waived their right to claim that local education agencies are not responsible for funding this type of service, consistent with applicable laws. CMH further agreed to provide a report to SDCOE and the School Districts as to when it projects the AB 100 funds will be exhausted, which is expected to be distributed by CMH to the Parties of this Agreement on or about March 1, 2012.

3. **Reimbursement for ERMHS Once AB 100 Funds Are Exhausted.**

- a. SDCOE, on behalf of the School District and through the Additional Cost MOU, agreed to reimburse CMH for the provision of ERMHS, subject to the ERMHS’ definition and limitations as described in paragraph 1.a. and “Attachment A” which is an exhaustive list, that exceed the amount of AB 100 funds allocated and distributed to CMH, less the Offset. The estimated “Additional Cost” for the

School District ranges from \$76,601 to \$91,921, as described in "Attachment B." This amount shall be referred to as the "School District's Additional Cost."

- b. SDCOE shall process an auditor's transfer to charge the School District for its portion of the Additional Cost paid to CMH by SDCOE (the School District's Additional Cost) pursuant to paragraph 3.a. above, for ERMHS rendered by CMH to students residing within the School District's jurisdiction or for which they would otherwise have a responsibility for providing special education and related services under the IDEA and related state law upon receiving the accounting of expenditures provided by CMH to SDCOE and the School District pursuant to the Additional Cost MOU. The School District must verify the School District's Additional Cost within 20 days of receipt of the aforementioned accounting of expenditures at which time SDCOE will process the auditor's transfer for those charges. As explained below, CMH will provide SDCOE and School Districts with an accounting of expenditures incurred pursuant to the Additional Cost MOU two times for the fiscal year.
  - i. The first accounting of expenditures will cover the period of July 1, 2011 through December 31, 2011, and will be provided on or before March 1, 2012. The second accounting of expenditures will cover the period of January 1, 2012 through June 30, 2012, and will be provided on or before August 15, 2012.
  - ii. The accounting records will include for each student the following data: the school district of residence, as provided most recently in writing by the School District; the Service Function Code ("SFC") for the ERMHS; the units of service; and the cost per unit. The student's name, date of birth, provider name, date of service, unit/minutes/mode, estimated cost per unit, and SFC must be provided in sufficient detail to enable SDCOE and the School District to establish a link between the services claimed and the individual student's IEP. Pursuant to the terms of the Additional Cost MOU, CMH will also provide SDCOE and the School District with invoices that reconcile with the figures on the accounting records, at the same time the accounting of expenditures is provided to SDCOE as described above.
- c. If the School District's Additional Cost exceeds the range described in paragraph 3.a. above and "Attachment B" due to projected Medi-cal units not being realized for students already verified by the SDCOE and School District pursuant to paragraphs 2.a. and 3.b. above, pursuant to the terms of the Additional Cost MOU, CMH will notify SDCOE and the School Districts in writing via a single invoice and report (itemized by each School District and SDCOE) as early as December 31, 2013, but by no later than June 30, 2015.
  - i. Said notice must be received by close of business on 5:00 p.m. on June 30, 2015. In the event the documentation is received after 5:00 p.m. on June 30, 2015, SDCOE and/or the School District will have no obligation to reimburse CMH for any Additional Costs in excess of \$6.5 million.

- ii. Upon receiving the invoice and report from CMH, and subject to verification by SDCOE and the School District, SDCOE will process an auditor's transfer to charge the School District for its costs for the Additional Cost that exceeds \$6.5 million. The School District shall reimburse SDCOE for that amount within 20 days of the School District's verification of the auditor's transfer.
- iii. Therefore, consistent with the Additional Cost MOU, SDCOE and the School District shall not be responsible for any Additional Cost that exceed \$6.5 million for a student not previously verified by SDCOE and the School District pursuant to paragraphs 2.a. and 3.b. above.

4. Miscellaneous.

- a. Effective Date. This Agreement shall not be effective unless and until both of the Parties execute this Agreement and their respective Governing Boards approve or ratify this Agreement. Pursuant to the Additional Cost MOU, this should occur by November 18, 2011.
- b. Notification. Within 10 (ten) business days of this Agreement becoming effective as described in the paragraph 4.a. above, both the School District and SDCOE shall submit a copy of this Agreement and Additional Cost MOU to CDE, or the School District may request its SELPA to do so on its behalf.
- c. Indemnification. SDCOE and the School District shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

This indemnity provision shall survive the term of this Agreement and is in addition to any other rights or remedies that SDCOE or the School District may have under law and/or this Agreement.

- d. Integration. This Agreement represents the entire understanding of SDCOE and the School District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

- e. **Laws and Venue.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California, unless otherwise specifically provided for under California law.
- f. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than SDCOE, the School District and CMH.
- g. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- h. **Term.** Except as otherwise provided for herein, this Agreement shall cover the period of July 1, 2011 through and including June 30, 2012. This Agreement shall terminate as of the close of business on June 30, 2012. Prior to February 17, 2012, the School District will notify SDCOE in writing whether or not it intends to utilize CMH as a provider of ERMHS for its eligible students during the 2012-2013 fiscal year consistent with paragraph 17 of the Additional Cost MOU.
- i. **Execution by Facsimile or in Counterparts.** This Agreement may be signed in counterparts and the signatures may appear on separate signature pages. A copy or an original, with all signatures attached, shall be deemed a fully executed Agreement. A facsimile version of any party's signature shall be deemed an original signature.
- j. **Cooperation.** The Parties agree to cooperate fully in the execution of any and all additional documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement.
- k. **Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.
- l. **Dispute Resolution.** Disagreements concerning the meaning, requirements, or performance of this Agreement shall first be brought to the attention of the other party in writing in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved: (1) as voluntarily agreed to by the Parties, (2) by equitable remedies, or (3) by other legal means.
- m. **Execution.** The signatories of this Agreement or their designee shall be responsible for assuring the terms of this Agreement are implemented.
- n. Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; any laws and/or regulations of state or federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting

party. If any of the stated contingencies occur, the party delayed by *force majeure* shall immediately give the other party written notice of the cause for delay. The party delayed by *force majeure* shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement.

Neither party shall be liable for any excess costs if the failure to perform the Agreement arises from any of the contingencies listed above.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed by such Parties acting by their representatives being thereunto duly authorized.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2011 by and between the undersigned parties.

**SANTEE SCHOOL DISTRICT**

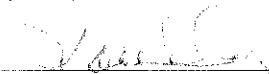
\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

  
\_\_\_\_\_  
By (Authorized Signature)

Lora L. Duzyk  
\_\_\_\_\_  
Name (Type or Print)

Assistant Superintendent for Business Services on behalf of Randolph E. Ward,  
County Superintendent, San Diego County Office of Education  
\_\_\_\_\_

Title

  
\_\_\_\_\_  
Date

Attachment A- MENTAL HEALTH SERVICE CODES

<u>Anasazi ID</u>	<u>Anasazi Description</u>	<u>Mode</u>	<u>Service Function</u>
9	Assessment Psychosoc Interactive	15	30
10	Assessment - Psychosocial	15	30
11	Medication Evaluation	15	60
13	Plan Development	15	30
14	Eval of Records for Assessment	15	30
15	External Report Preparation	15	40
20	Med Services Comprehensive	15	60
22	Meds - Pharmacological Mgmt	15	60
23	Med Check MD Brief	15	60
30	Psychotherapy-Individual	15	40
31	Psychotherapy - Group	15	50
32	Psychotherapy - Family	15	50
33	Collateral	15	10
38	Psychotherapy Interactive-Ind	15	40
39	Psychotherapy Interactive-Grp	15	50
40	Collateral Group	15	50
50	Case Management / Brokerage	15	01
60	Other Support non-billable		
<b>95</b>	<b>Day Treatment</b>		
	Day Intensive Half	10	84
	Day Intensive Full	10	85
	Day Rehab Half	10	91
	Day Rehab Full	10	96

Attachment B  
 Contracted Services for Educationally Related Mental Health Services (ERMHS)  
 Fiscal Year 2011-12

ERMHS Estimated Range of Additional Costs *		
SELPA/Districts	Low	High
<b>East County SELPA</b>		
Alpine	6,284	7,541
Cajon Valley	141,513	169,816
Dchesa	485	582
Grossmont	726,270	871,524
Jamul	8,891	10,669
La Mesa	161,943	194,332
Lakeside	64,565	77,478
Lemon Grove	24,582	29,498
Mountain Empire	14,967	17,960
Santee	76,601	91,921
<b>Total East County SELPA</b>	<b>1,226,101</b>	<b>1,471,321</b>
<b>North Coastal SELPA</b>		
Bonsall	2,445	2,934
Cardiff	0	0
Carlsbad	188,103	225,724
Del Mar	6,904	8,285
Encinitas	45,700	54,840
Fallbrook Union	11,706	14,047
Fallbrook High	32,724	39,269
Oceanside	272,696	327,473
Rancho Santa Fe	502	602
San Dieguito	312,457	374,948
San Marcos	187,811	225,373
Solana Beach	9,422	11,306
Vallecitos	0	0
Vista	418,760	502,512
<b>Total North Coastal SELPA</b>	<b>1,489,430</b>	<b>1,787,315</b>
<b>North Inland SELPA</b>		
Borrego Springs	1,378	1,654
Escondido Union	75,781	90,937
Escondido High	67,180	80,616
Julian Union	2,124	2,549
Julian High	767	944
Ramona	126,541	151,849
San Pasqual	3,949	4,730
Spencer Valley	0	0
Valley Center-Pauma	19,629	23,555
Warner	3,087	3,704
<b>Total North Inland SELPA</b>	<b>300,456</b>	<b>360,547</b>
<b>South County SELPA</b>		
Chula Vista	161,946	194,335
Coronado	7,041	9,409
National	39,821	47,785
San Ysidro	5,997	7,196
South Bay	16,921	20,305
Sweetwater	397,003	476,404
<b>Total South County SELPA</b>	<b>629,529</b>	<b>755,434</b>
Poway Unified	502,851	603,421
San Diego Unified	2,261,225	2,713,470
San Diego COE	1,025	1,230
<b>Total Costs</b>	<b>6,410,617</b>	<b>7,692,738</b>

\* A range of estimated costs (net of Medi-Cal reimbursement offset and AB 100 funds offset) is provided for each district for 2011-12 ERMHS services. The low range is based on projected net costs for 2010-11. The high range includes a 20% inflator for fee increases and/or changes in offsets. If the district did not have any costs in 2010-11, the 2011-12 cost would be \$0. In all cases, the district must consider separately any new/additional students and/or services above the 2010-11 served. For districts with no costs reflected above, a range of \$0 to \$5,000 has been entered in the Reimbursement Agreement. This does not include room and board costs.



Consent Item D.5.2. Certification of Competence in Evaluation and Instructional Methodologies

Prepared by Minnie Malin

November 1, 2011

**BACKGROUND:**

Board Policy 4315.1, "Certification of Competence in Evaluation and Instructional Methodologies," requires an annual certification of District administration whose duties include evaluation of certificated personnel. District procedures to determine competence include:

1. Completion of requirements for State administrative services certification at an accredited university;
2. Observation guided by criteria supporting quality instructional and evaluation practices;
3. Training by the Assistant Superintendent, Human Resources in District evaluation documents and procedures;
4. Coaching of new Vice Principals by site Principals; and
5. Training in approved practices for employee documentation.

Administrators receive on-going training in coaching, and direct supervision leading to evaluation and effective instructional methodologies to support their knowledge and expertise in utilizing evaluation of certificated staff as a tool for improving instruction for all students.

In accordance with this policy, and subsequent to the above procedures, the Superintendent deems the following administrators competent in instructional methodologies and in the evaluation of certificated personnel for the 2011-12 school year:

Kristin Baranski  
Debbie Brenner  
Terry Heck  
Ted Hooks  
Andrew Johnston  
Kristie Joiner

Robert Kull  
Jerelyn Lindsay  
Minnie Malin  
Suzanne Martin  
Lisa McColi  
Hope Michel  
Stephanie Pierce

Dan Prouty  
Tammy Rees  
Patrick Shaw  
Debra Simpson  
Stephanie Southcott  
Matt Thompson

**RECOMMENDATION:**

All administrators responsible for teacher evaluations have met criteria for certification. It is recommended that the Board approve certification of designated administrators as competent in instructional methodologies and in the evaluation of certificated personnel. Continuing staff development activities will be provided to maintain and improve evaluation and coaching skills for administrator supervisors of certificated classroom personnel.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

There is no fiscal impact to the general fund as a result of this item.

**STUDENT ACHIEVEMENT IMPACT:**

Evaluation of certificated personnel who observe teachers involved in instructional practice is critical to confirm administrator competence in evaluating the depth and value of the educational and instructional programs in classrooms for students. These skills support the administrator enhancing the academic performance of our students and resulting in positive personal development so schools can obtain the highest measures of student learning success.

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

Agenda Item D.5.2.

Consent Item D.5.3. Approval to Travel Outside the State for Identified Employee on Workers' Compensation Leave

Prepared by Minnie Malin  
November 1, 2011

**BACKGROUND:**

Education Code 44984 states that any employee receiving benefits as a result of an industrial accident or illness shall during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

Employee number 59664 is currently on a leave of absence as a result of an industrial accident. Prior to the industrial accident, the employee had requested vacation leave which was approved by his supervisor and by the Human Resources department. Administration is requesting authorization for the employee to leave the state of California for two (2) work days for travel and time planned prior to the accident. The employee has provided certification from their physician stating that the employee is able to travel out of state.

**RECOMMENDATION:**

Administration recommends that the Board of Education approve travel outside the state for the identified employee.

**FISCAL IMPACT:**

There is no fiscal impact to the general fund as a result of this item.

**STUDENT ACHIEVEMENT IMPACT:**

This is a personnel item that does not pertain to student achievement.

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

Agenda Item D.5.3.

DISCUSSION AND/OR ACTION ITEMS Item E.

*The Board invites citizens to address the Board about any of the items listed under Discussion and/or Action. Citizens wishing to address the Board about a Discussion and/or Action item are requested to submit a Request to Speak card in advance.*

Agenda Item E

Discussion and/or Action Item E.1.1. Approval of Monthly Financial Report  
Prepared by Karl Christensen  
November 1, 2011

**BACKGROUND:**

Administration has prepared the accompanying Monthly Financial Report covering the period September 1, 2011 through September 30, 2011 for the Board of Education's review and comments. The statements are prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Monthly Financial Report, as presented.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The Monthly Financial Report shows a beginning cash balance of \$4,009,793; cash receipts of \$5,791,059; and disbursements of \$3,651,827 are reflected for the period of September 1, through September 30, 2011, resulting in an ending cash balance of \$6,149,024 as of September 30, 2011.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.1.1.
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# MONTHLY FINANCIAL REPORT - SEPTEMBER

1

## CASH REPORT FOR SEPTEMBER

		Actual	Projected
Beginning Cash Balance as of August 31, 2011		\$4,009,793	\$4,009,793
<b>INCOME</b>			
A. Revenue Limit Sources			
State Aid	\$ 2,401,434		
Property Taxes	144,237		
		2,545,671	
B. Federal Income			
Federal Funding	260,100		
		260,100	
C. State Income			
Unres. State Funding	61,893		
Lottery			
Deferrals	1,821,855		
CSR	430,007		
HTS Transportation	20,302		
Spec Ed Transportation	11,110		
		2,345,167	
D. Local Income			
Other Local Income	297,015		
Spec ED	343,106		
		640,121	
E. Due to/Due from other funds			
F. Debt Proceeds		-	
<b>TOTAL INCOME</b>		<b>\$5,791,059</b>	<b>\$5,791,059</b>
Beginning Balance Plus Income		<b>\$9,800,853</b>	<b>\$9,800,853</b>
<b>DISBURSEMENTS</b>			
G. Commercial Warrants	\$ 318,616		
H. Payroll Warrants	2,797,008		
I. Statutory Employee Benefits	192,702		
J. Health & Welfare	288,099		
K. Other Outgo	55,402		
<b>TOTAL DISBURSEMENTS</b>		<b>\$3,651,827</b>	<b>\$3,651,827</b>
Ending Cash Balance as of September 30, 2011		<b>\$6,149,024</b>	<b>\$6,149,024</b>





**Budget Revisions  
Through September 30, 2011  
2011-12 Revised Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<b>Beginning Fund Balance</b>	10,121,507	245,571	10,367,078
<b>Estimated Income</b>	32,884,917	11,661,153	44,546,070
<b>Estimated Expenditures</b>	<u>35,002,590</u>	<u>11,846,916</u>	<u>46,849,506</u>
<b>Change in Fund Balance</b>	(2,117,673)	(185,763)	(2,303,436)
<b>Projected Ending Fund Balance</b>	8,003,834	59,808	8,063,642
Less: Designation for Restricted Programs/ Carryovers	-	59,808	59,808
Less: Designation for Prepaid Expenses	375,869		375,869
Less: Designation for Revolving Cash	15,000		15,000
Less: Designation for Stores Inventory	29,615		29,615
Less: Reserve for Vacation Carryover	221,401		221,401
Less: Reserve for Economic Uncertainty	1,405,485		1,405,485
Less: Reserve for State Budget Uncertainty	-		-
<b>Undesignated/Unappropriated/Unreserved Fund Balance (Uncommitted)</b>	5,956,464	-	5,956,464
<b>Fund 17 Projected End of Year Balance</b>	<u>2,853,197</u>		<u>2,853,197</u>
<b>Projected Reserves</b>	<u>10,215,145</u>	<u>-</u>	<u>10,215,145</u>
<b>As a % Estimated Expense Total</b>	21.80%		
<b>* Projected Reserve % 2012-13</b>	18.61%		
<b>* Projected Reserve % 2013-14</b>	12.66%		

\* Based on latest multi-year projection assumptions



**BACKGROUND:**

On October 23, 2009, the District was successful in procuring authorization to issue Clean Renewable Energy Bonds (CREBs) for 15 potential solar projects for all 9 schools and the District Office compound. These 15 projects pertain to the generation of 2.675 megawatts of electricity and allow issuance of up to \$20.66 million in CREBs within three (3) years. Consequently, any new CREBs must be issued by October 22, 2012.

On June 2, 2010, the District issued CREBs in the amount of \$2,260,000 to initiate construction of a solar shade structure project at Hill Creek School. The system became operational August 27, 2010. Final costs for the project were as follows:

<b>Category</b>	<b>Total Cost</b>	<b>Per Watt</b>
Total Direct Solar Costs (Hard & Soft)	\$2,028,756	\$7.33
Total Construction Costs	\$2,073,036	\$7.49
Total Project Costs	\$2,148,993	\$7.76
Total Project Costs with Financing & Issuance Costs of CREBs	\$2,301,467	\$8.31

Hill Creek School experienced the following usage and costs for electricity prior to implementation of solar:

<b>Period</b>	<b>kwHs Consumed</b>	<b>% Change</b>	<b>Cost</b>
2007-08	568,345	N/A	\$93,550
2008-09	621,593	+9.37%	\$115,184
*Dec 2009 Future Estimate Year 1	531,050	-14.57%	\$118,025
2009-10	401,206	-35.46%	\$87,010

\*Determined using average of six (6) 12 month rolling intervals of SDG&E bills from July 2008 through November 2009 pre-modernization. Assumed 10% reduction in kWh usage post-modernization.

As SDG&E billing cycles do not coincide with calendar months, the first day that SDG&E transferred the District to the solar favorable tariff rate structure (DG-R) was October 11, 2010. Data from SDG&E billings for the period from October 11, 2010 through October 9, 2011 reveals the following:



<u>Billing Period</u> <u>From</u>	<u>Billing Period</u> <u>Through</u>	<u>kwHs</u> <u>Purchased</u>	<u>SDG&amp;E Cost</u>
10/11/2010	11/8/2010	14,238	3,074.58
11/9/2010	12/8/2010	2,899	1,430.26
12/9/2010	1/9/2011	4,920	1,651.42
1/10/2011	2/8/2011	7,567	1,941.08
2/9/2011	3/10/2011	5,145	1,732.02
3/11/2011	4/10/2011	2,026	1,389.65
4/11/2011	5/9/2011	(15,265)	879.83
5/10/2011	6/9/2011	(1,807)	1,191.79
6/10/2011	7/11/2011	(23,752)	1,486.70
7/12/2011	8/9/2011	(33,255)	251.97
8/10/2011	9/8/2011	5,447	(5,216.85)
9/9/2011	10/9/2011	(5,898)	(23.07)
<b>Annual Total:</b>		<b>(37,735)</b>	<b>9,789.38</b>
<b>Financial Model projections Year 1:</b>		<b>138,292</b>	<b>31,533.00</b>

Data from the On-Line Dashboard relating to solar generation and consumption at Hill Creek School for the annual period during which the District was on the solar tariff rate reveals the following:

<b>Month</b>	<b>Generation (in kWh)</b>	<b>Consumption (in kWh)</b>	<b>% Solar</b>
Oct 2010	26,568	39,881	66.62%
Nov 2010	26,906	28,899	93.10%
Dec 2010	18,940	26,088	72.60%
Jan 2011	26,167	34,111	76.71%
Feb 2011	28,409	32,974	86.16%
Mar 2011	38,879	42,692	91.07%
Apr 2011	43,318	29,869	145.03%
May 2011	49,122	46,748	105.08%
Jun 2011	38,765	39,700	97.64%
Jul 2011*	41,620	30,000	138.73%
Aug 2011*	41,619	28,851	144.26%
Sep 2011	33,869	32,675	103.65%
<b>Annual Total</b>	<b>414,182</b>	<b>412,488</b>	<b>100.41%</b>
<b>Financial Model projections Year 1</b>	<b>392,758</b>	<b>531,050</b>	<b>73.96%</b>

\*Data collection system was off-line for construction. System combined generation for July and August into August; amounts split evenly for analysis. July consumption amounts lost; 30,000 added as estimate.

As a result of achieving a 35% reduction in usage in 2009-10 attributed to conservation efforts alone, the District is now producing 100% of its electricity needs when only 74% was expected at this time. Although the current generation and consumption pattern indicates an over-production of electricity, there will be additional effects on consumption in the future from being off-line for construction during the summer, usage reduction for modernized facilities and removal of portables, and additional usage for the 10-classroom addition. Also, first year generation tends to be the highest and degradation is expected in subsequent years. Therefore, the actual long-term generation and consumption patterns of the school will not be known for another year or two.

The District is accounting for energy costs and the solar project for Hill Creek School in Fund 40. Cash inflows to the fund include the following:

- Proceeds from CREBs issuance
- One-time transfer from General Fund for costs of issuance of CREBs in excess of 2% allowed
- Annual transfer from the General Fund for the estimated amount that would have been paid to SDG&E if solar were not implemented at Hill Creek School, as determined at the time the financial model was developed
- California Solar Initiative Performance Based Incentives of \$0.46 per kWh generated by the system. These will be received for 5 years
- Rebates received from the Internal Revenue Service for 70% of the costs of interest paid to holders of CREBs. These are received twice each year for 15 years.
- Proceeds from sale of Renewable Energy Credits (these are not being received currently due to the lack of a viable market in California)
- Interest earnings

Cash outflows from Fund 40 include the following:

- Costs for construction of the system
- Soft costs associated with construction of the system
- Issuance costs for CREBs
- CREBs payments made bi-annually
- SDG&E bills for Hill Creek
- Maintenance costs for upkeep and cleaning of the solar panels, if any

The financial results of Fund 40 for the period ending June 30, 2011 are as follows:

<b>Description</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2010-11 Adjustment*</b>	<b>Fund Total</b>
Income	\$2,257,014	\$334,961		\$2,591,975
Outgo	\$92,031	\$2,155,258	\$229,052	\$2,476,341
Fund Balance	\$2,164,983	\$344,686	\$115,634	\$115,634
Less: Remaining CREBs Proceeds			\$66,694	\$66,694
Add: June 2011 incentives not received				\$17,832
Operational Fund Balance (10 mnths of operation)			\$48,940	\$66,772
Financial Model projection Year 1				\$57,647

\*Expected audit adjustment for final payment to Barnhart not booked in Fund 40 prior to closing of books.

All financial and production data indicates that the system at Hill Creek School is operating successfully and financial results are on target with the original model. Therefore, Administration has been exploring the possibility of issuing CREBs and implementing solar at other school sites. Unfortunately, the economics of new solar transactions are more constricting now since the California Solar Initiative has run out of State funds. Consequently, although the District can continue to submit for Performance Based Incentives, new projects are being put on a wait list and are not currently receiving funding allocations. Therefore, financial models for these new projects cannot include any expected cash inflows for incentives. In the model for Hill Creek School, almost \$900,000 was assumed for Performance Based Incentives.

The cost of solar panels has been declining which can help to offset some of the loss of incentives. However, to try and make-up for a loss of \$900,000, the District must explore other more cost effective methods for delivering solar. For Hill Creek School, over \$300,000 was spent for the shade structures. Preliminary analysis indicates that roof mounted systems could be installed at Carlton Hills, PRIDE Academy, and Cajon Park schools. To understand the cost differences for shade structures vs roof mounted, administration has also asked the construction team for estimates to install solar shade structures at Carlton Oaks School.

Preliminary financial analysis for these 4 possible projects is expected to be completed shortly. Administration will come back at the November 15, 2011 Board meeting with site layout drawings and 3D renderings. Then, at the December 6, 2011, Administration will present financial estimates and make a recommendation as to whether to proceed with some or all of the contemplated projects. If the Board approves moving forward, the District will begin incurring architectural and engineering costs to develop drawings for submission to DSA. The team has established the following tentative timeline:

- November 1, 2011: Hill Creek School Solar Update for Board
- November 2, 2011+: Review preliminary financial estimates and begin developing financial model for each contemplated project

- November 15, 2011: Review of preliminary site layouts, 3D renderings, and project concept
- December 6, 2011: Decision on which projects to initiate, if any, and possible commencement of design and engineering phase
- December 7, 2011: Issue Notice to Proceed (NTP) for Architectural and Engineering services and Conditional Letter of Intent to lock-in pricing on solar panels
- February 7, 2012: Approve issuance of CREBs
- February 19, 2012: Submit designs to DSA
- Issue CREBs: February/March 2012
- April 17, 2012: Approve contract for construction of solar
- April 18, 2012: Issue NTP for construction
- May 1, 2012: Begin procuring materials for construction
- June 26, 2012: Last day of school
- June 27, 2012: Construction commences
- August 24, 2012: Construction ends
- August 27, 2012: First day of school

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

The fiscal impact is \$48,940 surplus for Hill Creek School solar for the 10-month period of operations ending June 30, 2011. Fiscal impact for new projects is unknown at this time.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.1.2.
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Discussion and/or Action Item E.2.1.  
Prepared By Karl Christensen  
November 1, 2011

Approval of Annual Contract with Webb Cleff  
Architect & Engineering, Inc. for Architectural  
Services for Small Facility Projects

**BACKGROUND:**

Throughout the year various facilities needs arise requiring the services of an architect and engineer. Webb Cleff Architecture & Engineering, Inc. has provided exemplary services for the Capital Improvement Program and has background knowledge of all the District's facilities. Establishing an annual contract with them will allow administration to resolve and respond more quickly to requests or needs for small facility projects.

**RECOMMENDATION:**

It is recommended that the Board of Education approve an annual architectural contract with Webb Cleff Architect & Engineering, Inc. in an amount not to exceed \$25,000 for small facility projects.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

The fiscal impact of the annual Architectural services contract is not to exceed \$25,000 and will be funded from various sources depending upon the requestor/initiator of the project (i.e. general fund, deferred maintenance, routine restricted maintenance, child nutrition, project SAFE, etc.)

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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BOARD POLICIES AND BYLAWS Item F.

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

Agenda Item F.

Board Policies and Bylaws Item F.1.  
Prepared by Karl Christensen  
November 1, 2011

Second Reading: Revised BP 4112.42;  
4212.42; 4312.42; "Drug and Alcohol Testing  
for School Bus Drivers"

**BACKGROUND:**

Board Policy 4112.42; 4212.42; 4312.42 pertains to the drug and alcohol testing of school bus drivers. This Board Policy was adopted by the Board of Education on May 5, 2009. The legal reference in paragraph 2 is incorrect. Administration requests that the appropriate legal references be inserted into the text of the policy to align with the list of legal references on the second page of BP 4112.42; 4212.42; 4312.42.

Administration is also working on an administrative regulation to more clearly define requirements and timelines for Bus Driver drug testing.

**RECOMMENDATION:**

It is recommended that the Board of Education review and adopt the revised Board Policy 4112.42; 4212.42; 4312.42, "Drug and Alcohol Testing for School Bus Drivers" in a second reading.

This recommendation supports the following District goal:

- Develop social, emotional and health service programs to foster student character and personal well-being.

**FISCAL IMPACT:**

There is no fiscal impact.

**STUDENT ACHIEVEMENT IMPACT:**

This is a safety item.

Motion:		Second:		Vote:	
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Agenda Item F.1.

**All Personnel**

BP 4112.42(a)  
4212.42  
4312.42

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program for all district drivers and other employees who hold a commercial driver's license which is necessary to perform duties related to their employment with the district. This program shall be designed to fulfill the requirements of state and federal law.

The district's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (~~49 USC 31306~~) (49 CFR 382.301, 382.303, 382.305, 383.307, 382.309, 382.311)

The Superintendent or designee shall contract for testing services and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.

No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician. (49 CFR 382.205, 382.207, 382.209; Vehicle Code 34520.3; 13 CCR 1213.1)

Any driver who tests positive for alcohol or drugs or who refuses to submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

The Superintendent or designee shall ensure that each driver receives an explanation of the federal regulations and the district's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information. (49 CFR 382.601)

*Legal Reference: (see next page)*



BP 4112.42(b)  
4212.42  
4312.42

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

35160 Authority of governing boards

#### VEHICLE CODE

34500-34520.5 Safety regulations

#### CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

#### UNITED STATES CODE, TITLE 49

31306 Alcohol and controlled substances testing

41501-41507 Transportation Employee Testing Act

#### CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Part 40, Procedures for transportation workplace drug and alcohol testing programs

382.101-382.605 Controlled substance and alcohol use and testing, especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

### *Management Resources:*

#### WEB SITES

California Highway Patrol: <http://www.chp.ca.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:

<http://www.dot.gov/ost/dape>

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

Agenda Item G.

CLOSED SESSION Item H.

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

*The Board will go into Closed Session to discuss:*

1. Conference With Labor Negotiator (Govt. Code § 54956.8)  
*Agency Negotiator: Karl Christensen, Assistant Superintendent*  
*Employee Organizations: Classified School Employees Association*
2. Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)
3. Public Employee Performance Evaluation (Govt. Code § 54957)  
*Superintendent*

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.