



Santee School District

SCHOOLS:

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

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

BOARD OF EDUCATION REGULAR MEETING AGENDA November 15, 2016

District Mission

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

	<u>Page #:</u>
A. 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	6
1. Superintendent's Report	
1.1. Developer Fees and Collection Report	7
1.2. Use of Facilities Report	8
1.3. Enrollment Report	9
1.4. Schedule of Upcoming Events	10
2. Spotlight on Learning: Rio Seco School	11
3. Passage of California Propositions	12
C. PUBLIC COMMUNICATION	13
<i>During this time, citizens are invited to address the Board of Education about any item not on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. Meetings are recorded.</i>	
D. CONSENT ITEMS	14
<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
Superintendent	
1.1. <u>Approval of Minutes</u>	15
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
1.2. <u>Establish Date and Time of the Board of Education Annual Organizational Meeting</u>	23
It is recommended that the Board of Education establish December 6, 2016 as the date for their annual organizational meeting.	

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

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

- 1.3. **Approval to Omit the January 3, 2017 Board of Education Meeting from the 2017 Board Meeting Calendar** 24
It is recommended that the Board of Education approve to omit the January 3, 2017 meeting from the 2017 Board meeting calendar.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 25
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Approval/Ratification of Expenditure Warrants** 27
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of October.
- 2.3. **Approval/Ratification of Purchase Orders** 29
It is recommended that the Board of Education approve and ratify purchase orders for the month of October as presented in the item.
- 2.4. **Approval/Ratification of Revolving Cash Report** 39
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.5. **Acceptance of Donations** 41
It is recommended that the Board of Education accept donations listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.6. **Approval/Ratification of Consultants and General Service Providers** 42
It is recommended that the Board of Education approve/ratify agreements with Consultants and General Service Providers as presented.
- 2.7. **Approval to Submit Application for PL 81-874 and Designation of Authorized Representative** 44
It is recommended that the Board of Education approve filing the application for PL 81-874 Federal Impact Aid funds for fiscal year 2016-17 and name Karl Christensen, Assistant Superintendent of Business Services, as the authorized District representative.
- 2.8. **Approval of Agreement with Bally Go Bragh (BGB) for Surplus Sales** 45
It is recommended that the Board of Education approve the agreement for surplus asset management disposition services with BGB for 2016-2017.

Educational Services

- 3.1. **Approval of Alternative School of Choice Waiver 2017-2019** 50
It is recommended that the Board of Education approve the submission of Alternative School of Choice Waiver through June 2019.

Human Resources/Pupil Services

- 4.1. **Personnel, Regular** 54
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. **Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263** 56
It is recommended that the Board of Education adopt resolutions authorizing teacher services under Education Code Sections 44256(b), 44258.2, and 44263.
- 4.3. **Acceptance of Report on Certificated Credentials and Assignments** 58
It is recommended that the Board of Education accept this annual report of certificated credentials and assignments.

4.4.	<u>Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds</u>	61
	It is recommended that the Board of Education approve the Santee Collaboration Reinvestment plan for the use of LEA Medi-Cal funds.	
4.5.	<u>Approval to Submit Tobacco-Use Prevention Education (TUPE) Consortium Application with San Diego County Office of Education and East Region Districts for Sixth, Seventh and Eighth Grade Students</u>	67
	It is recommended that the Board of Education approve to submit the Tobacco-Use Prevention Education (TUPE) Consortium application with SDCOE and east region districts for 6-8 grade students.	
4.6.	<u>Approval of Agreement to Provide Software Services in Complying with Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010 between Santee School District and eBenefits Solutions, LLC</u>	74
	It is recommended that the Board of Education approve the agreement to provide software services in complying with patient protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010.	
E.	DISCUSSION AND/OR ACTION ITEMS	101
	<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
	Educational Services	
1.1.	<u>Middle School Elective Application: Rio Seco School</u>	102
	It is recommended that the Board of Education approve the application for electives funding for Rio Seco School.	
1.2.	<u>Approval of Intensive Intervention ELA/ELD Instructional Materials, Grades 4 – 8 for Mild/Moderate Special Day (SDC) Setting</u>	104
	It is recommended that the Board of Education approve the purchase of Grade 4 - 8 Common Core-aligned intensive intervention instructional materials, <i>Read 180</i> .	
1.3.	<u>Approval for Digital Learning Program:</u>	
	<u>• Devices for Instructional Assistants, Instructional Media Technicians and Student Support Assistants</u>	106
	It is recommended that the Board of Education approve iPads and accessories for Instructional Assistants, Instructional Media Technicians and Student Support Assistants, and the annual transfer of \$18,000 to Fund 40 to provide funding for replenishment of the devices on a 4-year cycle.	
	Business Services	
2.1.	<u>Approval of Agreement with Larry LaPray Architect to Provide Architectural Services for Shade Structure Replacement Project</u>	108
	It is recommended that the Board of Education approve the agreement with Larry LaPray Architect to provide architectural services for installing pre-engineered shade structures at five schools.	
2.2.	<u>Approval of Agreement with Spresc Development to Provide Consulting Services for Installing Deep Irrigation Wells</u>	110
	It is recommended that the Board of Education approve the proposal with Spresc Development to provide consulting, project management, and groundwater level monitoring services for deep irrigation wells at Sycamore Canyon and Carlton Oaks Schools.	
2.3.	<u>Disclosure of Financial Advisor, Underwriter, and Bond Counsel for Series B General Obligation Bond Refunding</u>	113
	This is an information item. No action is necessary.	

Human Resources/Pupil Services

- 3.1. **Approval of California Healthy Kids and Santee School District Implementation Plan** 114
It is recommended that the Board of Education approve the California Healthy Kids and Santee School District implementation plan.

Superintendent

- 4.1. **Adoption of Resolutions No. 1617-16 and No. 1617-17 Recognizing Jack E. Dale and Randy Voepel for their Years of Service to the City of Santee** 121
It is recommended the Board of Education Adopt Resolutions 1617-16 and 1617-17 recognizing Jack E. Dale and Randy Voepel for their years of service to the City of Santee.
- 4.2. **California School Boards Association (CSBA) Delegate Assembly Call for Nominations** 124
Nominations are at the discretion of the Board of Education.

F. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS 125

G. CLOSED SESSION 125

1. **Consideration of Student Matter** (Ed. Codes § 35146, 48912 and 48918)
2. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
3. **Conference with Labor Negotiator** (Govt. Code § 54957.6)
Purpose: Negotiations
Agency Negotiator: Tim Larson, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)
4. **Conference with Labor Negotiator** (Govt. Code § 54957.6)
Purpose: Negotiations
Agency Negotiator: Tim Larson, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)
4. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
Property:
 - *Elliot Site #2 (Parcel #: APN 366 050 16 - east of landfill; North of West Hills High School – area commonly known as Camp Elliott)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*
 - *Property adjacent to 9219 Fenway Road, Santee, CA 92071 located at 10201 Settle Road, Santee, CA 92071 (Sycamore Canyon School)**Agency Negotiator: Karl Christensen, Assistant Superintendent*
5. **Public Employee Performance Evaluation** (Govt. Code § 54957)
Superintendent

H. RECONVENE TO PUBLIC SESSION 125

I. ADJOURNMENT 125

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 December 6, 2016, 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
___ Levens-Craig
___ El-Hajj
___ Fox
___ Burns

ITEM A. OPENING PROCEDURES

1. Call to Order and Welcome – 7:00 p.m.
2. District Mission
Santee School District assures a quality education empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.
3. Pledge of Allegiance
4. Approval of Agenda for the November 15, 2016, regular meeting

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report
 - 1.2. Use of Facilities Report
 - 1.3. Enrollment Report
 - 1.4. Schedule of Upcoming Events
2. Spotlight on Learning: Rio Seco School
3. Passage of California Propositions

Agenda Item B.

Requests For Use Of Facilities - November 15, 2016						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Cajon Park						
SNLL (Board Meeting)	Multi-Purpose	11/9/16 - 2/15/17	Wednesday	5:00 pm - 8:00 pm	30	
Santee SD Special Education Dept. (Parents Meeting)	Multi-Purpose	01/24/17	Tuesday	9:00 am - 11:00 am	15	
Carlton Hills						
PTA (Mother/Son Event)	Lower Field	11/13/16	Sunday	1:00 pm - 4:30 pm	200	
Girl Scouts - Magnolia Trails Service Unit	Multi-Purpose	1/20/17	Friday	5:00 pm - 8:30 pm	80	
Carlton Oaks						
PTA (Outdoor Movie Night)	Outdoor Amphitheater	10/7/16	Friday	5:00 pm - 9:00 pm	100	
Girl Scouts (Troop Meetings)	Classroom	10/27/16 - 6/15/17	Thursday	5:00 pm - 6:00 pm	12	
Chet F. Harritt						
Girl Scout Troop 5128	Classroom	10/6/16 - 6/15/17	Thursday	5:30 pm - 7:00 pm	8	
PTA (Trunk or Treat)	Prking Lot/Middle Schl	10/28/16	Friday	3:00 pm - 7:00 pm	100	
Girl Scouts of America (Daisy Meetings)	Classroom	11/7/16 - 6/5/17	Monday	4:30 pm - 5:30 pm	15	
PTA (Hoops - Basketball Class)	Lower Field	11/10/16 - 1/26/17	Thursday	1:40 pm - 3:05 pm	20	
Santee SD Special Education Dept. (Parents Meeting)	Multi-Purpose	5/23/17	Tuesday	9:00 am - 11:00 am	15	
Rio Seco						
Girl Scouts (Recruitment)	Multi-Purpose	10/19/16	Wednesday	6:00 pm - 7:00 pm	20	
The Academy (Baseball Practice)	SNLL Major Field	11/8/16 - 12/29/16	Tues & Thurs	5:00 pm - 7:00 pm	15 - 20	TBD
Santee SD Special Education Dept. (Parents Meeting)	Multi-Purpose	5/21/17	Tuesday	9:00 am - 11:00 am	15	
E L Department (Reclassification Ceremony)	Multi-Purpose	3/30/16	Thursday	6:00 pm - 7:00 pm	300	
Sycamore Canyon						
PTA (Father/Son Laser Tag)	Quad Area	10/7/16	Friday	6:00 pm - 8:00 pm	40	
Santee SD Special Education Dept. (Parents Meeting)	Multi-Purpose	11/29/16	Tuesday	9:00 am - 11:00 am	15	
PTA (Holiday Shopping)	Classroom	12/12/16 - 12/16/16	Mon - Fri	9:00 am - 2:45 pm	all students	
PTA (Mother/Daughter Night)	Media Center	1/6/17	Friday	6:00 pm - 8:00 pm	40 - 50	

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

Santee School District
ENROLLMENT REPORT
11/4/2016
Month 4 Week 2
School Week 11

SCHOOL	REGULAR ED														SPECIAL ED										Total All								
	TK	EAK 5yo	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	11/04/16	11/13/15	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	11/04/16	11/13/15	# Diff	% Diff	11/04/16	10/28/16	# Diff	
Cajon Park			109	96	90	99	119	114	92	108	96	923	960	-37	-3.9%	1	13	2	5	4	10	7	16	9	9	76	54	22	40.7%	999	1003	-4	
Carlton Hills	24		78	70	78	59	45	48	44	62	54	562	551	11	2.0%	3	2	3	4	5	3	6	2	4	32	32	0	0.0%	594	596	-2		
Carlton Oaks			81	82	76	67	86	75	96	87	121	771	788	-17	-2.2%	5	4	6	3	8	11	8	5	7	57	51	6	11.8%	828	826	2		
Chet F. Harritt	21		81	87	81	74	57	51	67	61	64	644	621	23	3.7%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	644	646	-2	
Hill Creek	23		81	84	78	85	77	70	75	67	91	731	750	-19	-2.5%	1	2	2	1	4	5	3	0	0	0	16	16	2	12.5%	749	748	1	
Pepper Drive	25		110	106	88	141	115	100	111	91	72	959	923	36	3.9%	0	0	0	0	0	0	0	2	2	2	6	5	1	20.0%	965	970	-5	
Pride Academy	22		75	68	59	61	77	52	54	60	46	574	575	-1	-0.2%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	574	573	1	
Rio Seco			100	99	107	117	121	124	85	102	98	953	932	21	2.3%	4	1	1	5	9	11	7	8	8	54	59	-5	-8.5%	1007	1008	-1		
Sycamore Canyon			71	48	48	47	40	47	48	0	0	349	336	13	3.9%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	349	348	1	
SUBTOTAL	115	0	788	740	705	750	737	681	672	638	642	6466	6436	30	0.5%	2	27	11	18	20	37	35	39	26	30	243	217	26	12.0%	6709	6718	-9	
Alternative School			3	4	3	1	1	6	3	7	1	31	32	-1	-3.1%																		
Santee Success								1		1	5	7	8	-1	-12.5%											0	0	0	0.0%	7	6	1	
NPS												0	0						1		1		3		5	5	0	0.0%	5	5	0		
SUBTOTAL			3	4	3	1	1	9	3	8	6	38	40	-2	-5.0%	0	0	0	0	1	0	1	0	3	0	5	5	0	0.0%	43	42	1	
TOTAL	115	0	789	744	708	751	738	690	675	646	648	6504	6476	28	0.4%	2	27	11	18	21	37	36	39	29	30	248	222	26	11.7%	6752	6760	-8	

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

	PK	EAK 4yo	Total All
Carlton Hills	0	0	594
Chet F. Harritt	0	0	644
Hill Creek	0	0	749
Prospect Ave	0	0	574
Sycamore Canyon	53	0	402
Total PK/EAK	53	0	

Total Enrollment Including PK
6805

Schedule of Upcoming Events

Date	Event
November 10	District Advisory Committee (DAC); 6:00 p.m., ERC
November 11 (Friday)	Veterans' Day Holiday Schools and Departments Closed
November 15	Board Meeting; 7:00 p.m.
November 21 – 25	Schools Closed for Thanksgiving Holiday
December 1-3	California School Boards Association Annual Education Conference
December 5	Communication Committee; 3:30 p.m., ERC
December 5-9	Parent/Teacher Conference Week Schools on Modified Days
December 6	Organizational Board Meeting for 2016; 7:00 p.m.
December 7	Safety/Facilities Advisory Committee; 3:30 p.m., DO Conf. Room
December 15	Budget Advisory Committee; 6:00 p.m., DO Conf. Room
December 19 – January 2	Winter Break
December 20	Board Meeting; 7:00 p.m.
January 3	Students Return from Winter Break
January 12	District Advisory Committee (DAC); 6:00 p.m., at ERC
January 16	Martin Luther King Holiday Schools and Departments Closed
January 20	District English Learner Advisory Committee (DELAC); 9:00 a.m., at ERC
January 23	Special Education Advisory Committee; 6:00 p.m., at ERC

Reports and Presentations Item B.2.
Prepared by Cathy A. Pierce, Ed.D.
November 15, 2016

Spotlight on Learning: Rio Seco School

BACKGROUND:

Cognitively complex tasks, personalized learning, and technology at our fingertips 24/7 are foundational to Santee School District's educational program. In our schools, students are asked to think differently about solving problems, apply learning to real-world situations, and collaborate with peers in novel ways. As students traverse the depth of Common Core State Standards and optimize growth and performance on the Smarter Balanced Assessments (SBAC), the vision of a high-quality instructional program becomes a reality.

In tandem with academic excellence, schools provide a positive culture where students embrace the facets of character education in their daily interactions with others.

Tonight, Principal Debra Simpson and her team will spotlight student learning at Rio Seco School.

Agenda Item B.2.

Reports and Presentations Item B.3.
Prepared by Cathy A. Pierce, Ed.D.
November 15, 2016

Passage of California Propositions

BACKGROUND:

General elections were held on Tuesday, November 8, 2016. On the ballot, were various propositions for the State of California. The Board of Education and Administration will provide a general overview of impacts to Santee School District.

Agenda Item B.3.

Item C. PUBLIC COMMUNICATION

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

Item D. CONSENT ITEMS

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

Consent Item D.1.1.
Prepared by Cathy A. Pierce, Ed.D.
November 15, 2016

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- November 1, 2016, regular meeting minutes
- November 1, 2016, special meeting minutes

RECOMMENDATION:

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

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

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

November 1, 2016
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

Barbara Ryan, President

Elana Levens-Craig, Vice President

Dianne El-Hajj, Clerk – arrived at 7:11 pm (during item E.1.1.)

Ken Fox, Member

Dustin Burns, Member

Administration present:

Dr. Cathy Pierce, Superintendent and Secretary to the Board

Karl Christensen, Assistant Superintendent, Business Services

Tim Larson, Assistant Superintendent, Human Resources/Pupil Services

Dr. Stephanie Pierce, Assistant Superintendent, Educational Services

Lisa Arreola, Executive Assistant and Recording Secretary

2. District Mission

President Ryan invited the audience to recite the District Mission. She mentioned Member El-Hajj would be arriving shortly.

3. Pledge of Allegiance

President Ryan invited Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, to lead the members, staff, and audience in the Pledge of Allegiance.

4. Approval of Agenda

Member Burns moved approval.

<i>Motion:</i>	<u>Burns</u>	<i>Ryan</i>	<u>Aye</u>	<i>Fox</i>	<u>Aye</u>
<i>Second</i>	<u>Fox</u>	<i>Levens-Craig</i>	<u>Aye</u>	<i>Burns</i>	<u>Aye</u>
<i>Vote:</i>	<u>4-0</u>	<i>El-Hajj</i>	<u>Not Present</u>		

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

1.1. Developer Fees and Collection Report

1.2. Use of Facilities Report

1.3. Enrollment Report

1.4. Claims Against the District

1.5. Schedule of Upcoming Events

2. Recognition of San Diego Christian College Volunteers

Tim Larson, Assistant Superintendent of Educational Services, shared that over the years the District and the Santee Success Program had greatly benefited from the numerous volunteers from the San Diego Christian College. He mentioned volunteers have provided student mentoring, participated in physical education programs, tutored students in academics, provided grocery donations for families over the holidays, amongst many other things. Mr. Larson commended the volunteers for impacting student lives. President Ryan presented representatives from San Diego Christian College with a certificate of appreciation for their partnership in education and involvement in the betterment of Santee School District and the Santee community.

C. PUBLIC COMMUNICATION

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

Yvonne Kwan, a representative Joel Anderson's Office, extended an invitation to the Board, and public, to Senator Anderson's Holiday Legislative Open House on December 7 at 6:00 pm.

D. CONSENT ITEMS

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

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Revolving Cash Report
- 2.3. Acceptance of Donations
- 2.4. Approval of Agreement for Mileage Reimbursement In Lieu of District Transportation
- 2.5. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)
- 2.6. Authorization to Sell/Dispose of Surplus Items
- 2.7. Adoption of Resolution No. 1617-14 to Commit the Ending Fund Balance in Fund 14: Deferred Maintenance Fund
- 3.1. Approval of 2016-17 School Site Fundraising Plans – pulled for separate consideration
- 3.2. Approval of Amended Nonpublic Agency Master Contract Appendix B with Vista Hill Learning Assistance Center for Educationally Related Mental Health Services (ERMHS)
- 3.3. Approval of Nonpublic School Master Contract with San Diego Center for Children Academy Nonpublic School Services
- 4.1. Personnel, Regular
- 4.2. Adoption of Proclamation Endorsing the Great American Smokeout on November 17, 2016
- 4.3. Adoption of Resolution No. 1617-15 to Eliminate a Vacant Classified Non-Management Position

Member Burns moved approval with the exception of Item 3.1. Approval of 2016-17 School Site Fundraising Plans, which was pulled for separate consideration.

<i>Motion:</i>	<u>Burns</u>	<i>Ryan</i>	<u>Aye</u>	<i>Fox</i>	<u>Aye</u>
<i>Second</i>	<u>Levens-Craig</u>	<i>Levens-Craig</i>	<u>Aye</u>	<i>Burns</i>	<u>Aye</u>
<i>Vote:</i>	<u>4-0</u>	<i>El-Hajj</i>	<u>Not Present</u>		

3.1. Approval of 2016-17 School Site Fundraising Plans

Member Burns commended site administration, teachers, and PTA/PTSAs, for their fundraising efforts. He suggested, in the future, the Board look at possibly funding some of the items that are commonly done District-wide. Mr. Burns moved approval.

<i>Motion:</i>	<u>Burns</u>	<i>Ryan</i>	<u>Aye</u>	<i>Fox</i>	<u>Aye</u>
<i>Second</i>	<u>Levens-Craig</u>	<i>Levens-Craig</i>	<u>Aye</u>	<i>Burns</i>	<u>Aye</u>
<i>Vote:</i>	<u>4-0</u>	<i>El-Hajj</i>	<u>Not Present</u>		

E. DISCUSSION AND/OR ACTION ITEMS

Educational Services

1.1. Middle School Elective Application: Chet F. Harritt School

Tylene Hicks, Principal of Chet F. Harritt School, presented an overview of her middle school elective application. She shared, Suzie Martin, Vice Principal, was present at the meeting, but was unable to stay and assist with the presentation. Ms. Hicks shared the school's elective focus was on Project Lead the Way, Digital Arts/Video Production, and Drama/Art/Music. She mentioned students would be using design, modeling, automation, and robotics, to learn about mechanical systems, energy, and computer control systems through Project Lead the Way

(PLTW); students would be able to identify, analyze, interpret, and create art, music, and dance with the Drama/Art/Music elective; and students would be exposed to basic to advanced steps in producing a storyboard, script and video, as well as record, edit, and enhance video through iMovie and other applications in the Digital Arts/Video production elective.

Ms. Hicks shared stakeholder input included interviews with school staff; middle school teachers meeting with the high schools to discuss and provide input on elective ideas; school site council; parent input; and students were given the opportunity to suggest and discuss elective ideas. She explained the stakeholder input was used to determine the elective course content, develop the schedule of electives, and determine optimal equipment. Ms. Hicks provided an overview of the proposed costs.

Item	Cost	Quantity	Total
PLTW PC Laptops	\$1,000	11	\$11,000
Vex Robotics Kits	1,200	7	8,400
Robotics Storage & Supplies	2,100	(Lump Sum)	2,100
PLTW Yearly Participation Cost	1,500	1	1,500
Back Curtains for Stage (MPR)	6,000	1	6,000
Sound System Upgrades	6,000	1	6,000
Costumes, Scripts, & Art Supplies	1,500	(Lump Sum)	2,500
Video Mac Laptops	1,000	6	6,000
Microphones, Flash Drives, Tripods, etc.	1,500	(Lump Sum)	1,500
Total			\$45,000

Ms. Hicks mentioned the site will budget \$10,000 each year to support the successful continuation of the elective courses, including but not limited to:

- Replenishment of engineering, design, and art consumable materials
- Purchase of storage units for engineering, design, and art supplies
- Purchase of additional technology as needed (i.e. replacement of laptops, Vex Robotics Supplies, microphones, etc.)
- Additional personnel and professional learning support as needed.

She mentioned next steps included exploring additional space on campus to create a storage of supplies; providing additional professional development and training to remain refreshed and focused; and exploring additional elective opportunities that broaden our STEAM focus; and exploring additional partnerships and sponsors to extend their college and career opportunities.

Member Fox inquired on the current electives being offered at Chet F. Harritt. Ms. Hicks explained the school currently has some form of the proposed electives and wanted to expand the programs. Member El-Hajj inquired on the purchase of the stage curtain and mentioned she thought that would be a school-site expense. Ms. Hicks clarified the school had purchased curtains for the front of the stage. The proposed curtains were a second set that would allow for performances to continue while props are set-up behind this second curtain. Member Burns moved approval.

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

1.2. Middle School Elective Application: Carlton Hills School

Dr. S. Pierce clarified both of the middle school elective items addressed LCAP action steps and invited staff from Carlton Hills School to present their middle school elective application.

Jerelyn Lindsay, Principal of Carlton Hills School, mentioned as staff began talking about strengthening the elective offerings, surveys were conducted and a discussion was held regarding students' interests and what they enjoyed most about school. She shared the finding showed students preferred the type of curriculum that is engaging, hands-on, and interactive (i.e., robotics and physical education). Parents confirmed the findings when consulted in the School Site Council meetings and during parent conferencing. Ms. Lindsay mentioned the proposed plan was approved by the Carlton Hills School Site Council on October 18, 2016.

Angelo Benedetto, Vice Principal, mentioned Administration met with the junior high team and developed the criteria for electives. He explained these included the need for alignment with the school's mission of preparing students for college and career readiness; need to engage students; were standards-based; and included STEM career opportunities. Mr. Benedetto mentioned since Carlton Hills is a smaller junior high, they will have their electives wheel during periods 5 and 6. Each student will rotate through the electives during their two years at Carlton Hills. He shared Carlton Hills' electives would be focused on robotics, Spanish, broadcast journalism, and theater arts. Principal Lindsay shared the proposed budget.

Item	Cost	Quantity	Total
Laptops	\$1,100	14	\$15,400
Laptop cart	\$1,300	2	\$2,600
Lego Mindstorms kits	\$400	14	\$5,600
Kit replacements/Misc.	\$700		\$700
Engineering software/Space Activity Packs and parts	\$380/\$355/\$1,140	1 of ea.	\$1,875
3 D printer(s) (bot parts)	\$2,000	1-2	\$2,000
Registration STEAM maker fest			\$500
Teacher Macbook	\$1,300	1	\$1,300
iPad tripod & adaptor	\$40	2	\$80
Misc.(flashdrives, clamps, external mics, etc.)			\$400
Green screens, lights, swivel stools	\$200	2	\$500
Fieldtrip to News station/Grossmont college	\$1,000		\$1,000
Theatre Arts scripts/costumes/props	\$1,000		\$1,000
Fieldtrip to a production			\$1,000
Santillana curriculum includes student texts, practice books, workbooks, beginning informational books in Spanish.	Approx. \$6,000		\$6,000
Replacement workbooks 17-18	\$1,200		\$1,200
Informational texts in Spanish			\$1,000
Teacher Professional Development/training/subs			\$3,205
		Total	\$45,000

Principal Lindsay shared Carlton Hills is committed to using approximately \$3,000 in side funds to replace and replenish materials and supplies as needed. She explained next steps included regular news broadcasts, parent visitation day in robotics, student theater productions, field trips of real life experiences, and mainstreaming opportunities with students with moderate/severe disabilities.

Member Burns mentioned the schools are placing television screens in the front offices as a tool to showcase the school and student work. Principal Lindsay mentioned Carlton Hills was in the process of displaying a television in the front office for the same purpose. Superintendent Pierce shared all of the schools were scheduled to have television displays. Member El-Hajj moved approval.

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

Business Services

2.1. Approval of Monthly Financial Report

Karl Christensen, Assistant Superintendent of Business Services, presented the cash and budget revision transactions posted through September 30th. He explained the District ended the month with a cash balance in the General Fund of a little over \$11 million. Mr. Christensen clarified the projection used in this report was outdated as it was done at estimated actuals in June before the books were closed for 2015-16. He explained the next financial report for October, which would be presented in December, would have an updated cash projection for First Interim; making the actuals more aligned with the projection. Mr. Christensen mentioned not all budget revisions were posted in the September budget revisions report and therefore the deficit in the Unrestricted General Fund is lower than currently anticipated and the reserve percentage reported for this year is higher than anticipated. He explained the District is currently estimating this year's reserve percentage to be a little over 18%. Mr. Christensen explained the remainder of known budget revisions would be posted and reported on the October Monthly Financial Report which will also coincide with the First Interim report presented next month; and also include updated estimated reserve percentages for the two subsequent years.

Member Burns inquired on the need to approve the monthly financial report being that it was not current. President Ryan clarified the Board was approving what was being presented as of September 30. Member El-Hajj moved approval.

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

F. BOARD POLICIES AND BYLAWS

1.1. Second Reading: Revised Board Policy and Administrative Regulation 6173 – Education for Homeless Education

Revised Board Policy and Administrative Regulation 6173 was presented for a second reading approval. Member Levens-Craig inquired on the number of homeless students were currently in the District. Dr. S. Pierce shared there were approximately 350 homeless students. With no changes, Member Levens-Craig moved approval.

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

G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Superintendent Pierce shared Cajon Park, Carlton Hills, Sycamore Canyon, and Pepper Drive schools would serve as polling places for the November 8 elections. She mentioned speaking with Captain Ray, from the Santee Sheriff's Office, on needed precautionary measures. Superintendent Pierce shared she would follow-up if the assessment has changed. Cabinet will deploy at the schools to provide support.

Superintendent Pierce shared the District offices would be closed to the public for Veterans' Day, Thanksgiving Break, and Winter Break.

President Ryan mentioned the City of Santee had extended an invitation to the Board for the Oath of Office Ceremony and the celebration in honor of Mayor Voepel's 20 years of service and Vice Mayor Dale's 30 years of service. She inquired on the Board's preference of recognizing their service by adopting a resolution in their honor. The Board agreed to adopt resolutions at the next meeting and asked Administration to work with the City to add them to the event program.

Member Levens-Craig mentioned she had spoken to Waste Management regarding the upcoming "Recycling Champ" recognition. She explained it is a joint award with the City and Waste Management. The Board agreed to accept the award at the City Council meeting as proposed.

Member Levens-Craig opened discussion on the recent placement of an electrical transformer in front of Cajon Park School. Mr. Christensen explained the District had granted SDG&E an easement in 2011. The Board discussed the size and placement of the transformer and their concerns on the safety of students. Member Burns mentioned there has to be a process in place for the Board's consideration of what is placed on the easement. The Board asked Administration to work with SDG&E and the City to find way to make the electrical transformer safer and a little more appealing.

H. CLOSED SESSION

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

1. **Consideration of Student Matter** (Ed. Codes § 35146, 48912 and 48918)
2. **Conference with Legal Counsel – Existing Litigation** (Govt. Code § 54956.9)
 - *San Diego Gas & Electric General Rate Case CPUC A.15-04-012*
3. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
4. **Conference with Labor Negotiator** (Govt. Code § 54957.6)
Purpose: Negotiations
Agency Negotiator: Tim Larson, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)
5. **Conference with Labor Negotiator** (Govt. Code § 54957.6)
Purpose: Negotiations
Agency Negotiator: Tim Larson, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)
6. **Conference with Real Property Negotiators** (Govt. Code § 54956.8)
Property:
 - *Elliot Site #2 (Parcel #: APN 366 050 16 - east of landfill; North of West Hills High School – area commonly known as Camp Elliott)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*
 - *Property adjacent to 9219 Fenway Road, Santee, CA 92071 located at 10201 Settle Road, Santee, CA 92071 (Sycamore Canyon School)**Agency Negotiator: Karl Christensen, Assistant Superintendent*
7. **Public Employee Performance Evaluation** (Govt. Code § 54957)
Superintendent

The Board entered closed session at 8:00 p.m.

I. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:15 p.m. and reported no action was taken.

J. ADJOURNMENT

With no further business, the regular meeting of November 1, 2016 was adjourned.

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

November 1, 2016

MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Ryan called the meeting to order at 6:00 p.m.

Members present:

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

Administration present:

Dr. Cathy Pierce, Superintendent and Secretary to the Board

B. PUBLIC COMMUNICATION

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

C. STUDENT FORUM

The Board of Education met with student representatives from each school to discuss kind, caring, and connecting schools.

D. ADJOURNMENT

The November 1, 2016 special meeting was adjourned.

Dianne El-Hajj, Clerk

Cathy A. Pierce, Ed.D., Secretary

Consent Item D.1.2.
Prepared by Dr. Cathy A. Pierce
November 15, 2016

Establish Date and Time of Board of Education
Annual Organizational Meeting

BACKGROUND:

Education Code sections 35143 and 72000(2) (A) require that the 2016 annual organizational meeting of governing boards be held between December 2 and December 16, 2016, inclusive. The day and time of the annual organizational meeting shall be selected by the Board at its regular meeting held immediately prior to December 6. If a Board fails to select the day and time of its annual meeting, the County Superintendent of Schools sets the date.

The regularly scheduled Board meeting which meets the requirements for this organizational process to occur is December 6, 2016.

RECOMMENDATION:

Administration recommends that the Board of Education set the annual organizational meeting for the regular Board meeting on December 6, 2016, and authorize completion of the Notice of December 2016 Organizational Meeting of the Governing Board.

Motion: _____ Second: _____ Vote: _____ Agenda Item D.1.2.

Consent Item D.1.3.
Prepared by Cathy A. Pierce, Ed.D.
November 15, 2016

Approval to Omit the January 3, 2017
Board of Education Meeting from the 2017
Board Meeting Calendar

BACKGROUND:

The regular meetings of the Board of Education are scheduled for the first and third Tuesdays of each month. The regular meeting date of January 3, 2017, would normally be included on the 2017 Board Meeting Calendar, which is scheduled to be adopted on December 6, 2016. Winter Break immediately follows the week of the December 19, 2016 meeting. During Winter Break, schools and District offices are closed, therefore Administration and most district office staff responsible for preparing the Board meeting information use this as their vacation time. Administration recommends that the Board approve to omit a meeting on January 3, 2017 from the 2017 Board Meeting Calendar that will be presented to the Board for approval on December 6th. Regularly scheduled meetings will be held on December 20, 2016 and January 17, 2017, with only four weeks of business operations between those meetings.

This item comes to the Board at this time in order to have adequate notice to staff and the public since approval of the 2017 Board Meeting Calendar will not occur until December 6th.

Administration does not believe cancellation of the meeting will have a negative impact on district operations and any routine business of the District will be brought to the Board at meetings directly preceding or following. The cancellation of this meeting would be properly noticed at the standard locations and on the District web site.

Administration will notify the Board President if a need arises to schedule a special meeting.

RECOMMENDATION:

Administration recommends that the Board omit scheduling a meeting for January 3, 2017 on the 2017 Board Meeting Calendar. It is determined at this time that it will be unnecessary to reschedule the meeting.

FISCAL IMPACT:

There would be no fiscal impact for not holding a meeting of the Board of Education on January 3, 2017.

Motion: _____ Second: _____ Vote: _____ Agenda Item D.1.3.

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
November 15, 2016

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$3,813, with additional substitute costs of \$920, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.1.

Board Travel Report - November 15, 2016

Travel Dates		Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Tuesday,	11/08/16	Teresa Edgerton	Carlton Oaks	What's new in Children's Literature	SDCOE	\$0	\$75	LCFF Site Allocation	This is a seminar on the best current books and strategies for incorporating them in the library and classroom.
Thursday,	11/17/16	Adrienne Barker	Carlton Hills	Dyslexia Training	San Diego	\$0	\$40	Special Education	This workshop will provide instructional strategies for students with Dyslexia.
Tuesday,	11/29/16	Dr. Stephanie Pierce Kristin Baranski Bonner Montler Daniel Prouty Tiffani Brown Kristen Eveland Stacy Roberts	Educational Services Educational Services Educational Services Educational Services Educational Services Educational Services Educational Services	Achievement Gap Task Force Forum; Ignite Learning - Build Students' Will and Skill to Achieve	San Diego	\$0 \$0 \$0 \$0 \$0 \$0 \$0	\$50 \$50 \$50 \$50 \$50 \$50 \$50	Professional Development Professional Development Professional Development Professional Development Professional Development Professional Development Professional Development	This event feature a powerful blueprint to build a student-centered school culture and ensure students thrive.
Wednesday,	11/30/16	Stacie Barfield Andrea Larkin	Chet F. Harritt Carlton Oaks	Exploring Key Social Communication Concepts	San Diego	\$0 \$0	\$210 \$210	Special Ed/SLP Special Ed/SLP	This workshop will provide strategies for social communication skills.
Thursday,	12/01/16	Adrienne Barker Stephanie Dow	Carlton Hills Rio Seco	Autism Diagnostic Observation Schedule 2nd Edition Training (ADOS-2)	El Cajon	\$0 \$0	\$187 \$187	Professional Development Professional Development	This training will focus on the observational assessment of ASD.
Thursday,	12/15/16	Stephanie Dow	Rio Seco	Larry P's and Q's: Clearing Up The Confusion with Science	San Diego	\$0	\$38	Special Education	This workshop will focus on the components of the assessment process.
Thursday,	01/19/17	Tracie Perez	Rio Seco	Guidelines for Responding to Student Threats of Violence	San Diego	\$0	\$73	Professional Development	The workshop will provide guidelines for responding to student threats of violence.
Friday & Tuesday	01/27/17 & 02/07/17	Michele Ross Naomi Daft Marci Gross Jennifer Johnson Ann Marchant Denise Peters Sandy Wells Julie Venolia	Carlton Oaks Carlton Oaks Carlton Oaks Carlton Oaks Carlton Oaks Carlton Oaks Carlton Oaks Carlton Oaks	Getting Smarter About Tasks and Talk, Grades K-5	SDCOE	\$230	\$106	LCFF Site Allocation	This 2-day workshop focuses on Common Core State Standards Math.
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California									
Tues-Thurs,	11/29/16 - 12/01/16	Barbara Ryan	Board of Education	California School Boards' Association Delegate Assembly	San Francisco	\$0	\$689	Board of Education	Board Member Ryan serves as a CSBA Delegate.
Thursday,	03/30/17	Jill Schmitt Valerie Iverson	Carlton Oaks Carlton Oaks	NSTA National Conference	Los Angeles	\$345 \$345	\$824 \$824	LCFF Site Allocation	This multi-day conference focuses on enhancing professional learning for science educators.

Consent Item D.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Karl Christensen
 November 15, 2016

BACKGROUND:

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

Commercial Warrants issued for the period of October 2016:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	14-168695 TO 14-181150	\$528,832.66
09 00	N/A	\$0.00
12 06	14-174352	\$53.32
13 00	14-169108 TO 14-181152	\$232,504.34
14 00	14-169904 TO 14-174352	\$1,142.90
21 09	N/A	\$0.00
21 39 / 21 08	N/A	\$0.00
25 18	N/A	\$0.00
25 38	14-169891	\$13,288.59
35-00	N/A	\$0.00
40-00	14-169874	\$2,286.00
63 00	14-169110 TO 14-179746	\$27,547.50
		\$805,655.31

Student Body Warrants issued for the period of October 2016:

\$8,394.48

Payroll Warrants issued for the period October 2016:

<u>Fund #/Name</u>	<u>Amount</u>
01 00	\$4,644,146.55
12 00	\$22,694.66
13 00	\$119,929.15
14 00	\$295.39
25 18	\$0.00
63 00	\$207,220.90
\$4,994,286.65	

RECOMMENDATION:

Administration recommends that the Board approve the expenditure warrants for the month of October as presented.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$5,808,336.44 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

Consent Item D.2.3. Approval/Ratification of Purchase Orders
 Prepared by Karl Christensen
 November 15, 2016

BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of October 2016:

AMOUNT	LOCATION
\$ 9,248.13	PEPPER DRIVE SCHOOL
\$ 17,224.28	CARLTON HILLS SCHOOL
\$ 6,433.44	SYCAMORE CANYON SCH
\$ 17,057.73	PROSPECT AVENUE SCH
\$ 28,106.56	CAJON PARK SCHOOL
\$ 22,377.99	CHET F HARRITT SCH
\$ 18,000.84	CARLTON OAKS SCHOOL
\$ 3,924.96	RIO SECO SCHOOL
\$ 10,272.77	HILL CREEK SCHOOL
\$ 432.00	STATE PRE-SCHOOL
\$ 5,000.00	BOARD OF EDUCATION
\$ 898.61	BUSINESS SERVICES
\$ 33,558.59	EDUCATIONAL SERVICES
\$175,147.12	SPECIAL EDUCATION
\$ 7,397.00	EDUCATIONAL PROJECTS
\$ 985.73	PUPIL SERVICES
\$168,181.00	DISTRICT LIBRARY
\$ 39,171.23	PROJECT SAFE
\$ 9,364.20	TECHNOLOGY SERVICES
\$ 10,373.63	OPERATIONS/CUSTODIAL
\$ 45,378.31	MAINTENANCE
\$ 24,800.29	TRANSPORTATION
\$ 79,327.13	FACILITIES MODERNIZATION
\$ 12,843.71	WAREHOUSE
\$ 306.08	PUBLICATIONS
\$745,811.33	Total Purchase Orders – October 2016

RECOMMENDATION:

It is recommended that the Board of Education approve purchase orders #0000001468 through #0000001723 issued October 1, 2016 through October 31, 2016.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact of \$745,811.33 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

LOCATION LIST 2016-17

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

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

Fund Numbers

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

M = Monthly Blanket
 A = Annual Blanket
 L = Lottery

**PURCHASE ORDER EXCEEDED BY 10%
FOR THE MONTH OF OCTOBER 2016**

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
0000001411	9/21/2016	0100	CPM EDUCATIONAL PROGRAM	071	CORE CONNECTIONS COURSES	\$367.20
					ADD SHIPPING/FREIGHT	\$54.83
					NEW TOTAL	\$422.03
0000001461	9/30/2016	0100	UNITED HEALTH SUPPLIES	004	HEALTH OFFICE SUPPLIES	\$36.59
					ADD SHIPPING/FREIGHT	\$9.95
					NEW TOTAL	\$46.54

**PURCHASE ORDER LISTING - OCTOBER 2016
BY SITE**

PO NBR	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
0000001513	10/10/2016	0100	US GAMES	ON-SITE PE TRAINING	\$ 166.66	002	PEPPER DRIVE SCHOOL
0000001524	10/11/2016	0100	UNIVERSAL MERCANTILE EXCHANGE INC	SUPPLIES	\$ 154.35	002	PEPPER DRIVE SCHOOL
0000001525	10/11/2016	0100	AMAZON.COM	SUPPLIES	\$ 1,454.06	002	PEPPER DRIVE SCHOOL
0000001526	10/11/2016	0100	EDMENTUM, INC	SOFTWARE LICENSES	\$ 2,100.00	002	PEPPER DRIVE SCHOOL
0000001531	10/11/2016	0100	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES	\$ 160.92	002	PEPPER DRIVE SCHOOL
0000001541	10/12/2016	0100	EDUDANCE	DANCE INSTRUCTION - PD	\$ 1,440.00	002	PEPPER DRIVE SCHOOL
0000001591	10/18/2016	0100	DELL MARKETING L.P.	PRINTERS	\$ 622.05	002	PEPPER DRIVE SCHOOL
0000001609	10/19/2016	1400	DATTEL SYSTEMS	CABLING - PD HVAC PROJECT	\$ 403.04	002	PEPPER DRIVE SCHOOL
0000001615	10/19/2016	0100	AMAZON.COM	SUPPLIES	\$ 290.81	002	PEPPER DRIVE SCHOOL
0000001622	10/19/2016	0100	VIRCO MANUFACTURING CORP	CLASSROOM FURNITURE	\$ 2,456.24	002	PEPPER DRIVE SCHOOL
					TOTAL \$ 9,248.13		PEPPER DRIVE SCHOOL
0000001469	10/3/2016	0100	AMAZON.COM	CLASSROOM SUPPLIES	\$ 30.63	003	CARLTON HILLS SCHOOL
0000001487	10/6/2016	0100	AMAZON.COM	CLASSROOM SUPPLIES	\$ 291.06	003	CARLTON HILLS SCHOOL
0000001509	10/10/2016	0100	HANDWRITING WITHOUT TEARS	CLASSROOM MATERIALS	\$ 307.33	003	CARLTON HILLS SCHOOL
0000001513	10/10/2016	0100	US GAMES	ON-SITE PE TRAINING	\$ 166.66	003	CARLTON HILLS SCHOOL
0000001554	10/12/2016	0100	DEMCO INC	OFFICE SUPPLIES	\$ 121.43	003	CARLTON HILLS SCHOOL
0000001559	10/12/2016	0100	DELL MARKETING L.P.	PRINTER	\$ 414.70	003	CARLTON HILLS SCHOOL
0000001584	10/18/2016	0100	HEINEMANN	CLASSROOM MATERIALS	\$ 457.84	003	CARLTON HILLS SCHOOL
0000001585	10/18/2016	0100	DELL MARKETING L.P.	LAPTOPS	\$ 9,884.46	003	CARLTON HILLS SCHOOL
0000001598	10/19/2016	0100	BUTTER BRAID SAN DIEGO	FUNDRAISER - 6TH GR. CAMP	\$ 1,656.00	003	CARLTON HILLS SCHOOL
0000001599	10/19/2016	0100	ORIENTAL TRADING COMPANY INC	HEALTH OFFICE SUPPLIES	\$ 8.10	003	CARLTON HILLS SCHOOL
0000001600	10/19/2016	0100	AMAZON.COM	OFFICE SUPPLIES	\$ 55.47	003	CARLTON HILLS SCHOOL
0000001646	10/26/2016	0100	GREATER SAN DIEGO MATHEMATICS COUNCIL	REGISTRATION FEES	\$ 150.00	003	CARLTON HILLS SCHOOL
0000001647	10/26/2016	0100	PICKLEBALLCENTRAL.COM	PE SUPPLIES	\$ 1,555.11	003	CARLTON HILLS SCHOOL
0000001651	10/26/2016	0100	AMAZON.COM	SUPPLIES	\$ 295.54	003	CARLTON HILLS SCHOOL
0000001652	10/26/2016	0100	AMAZON.COM	SUPPLIES	\$ 27.55	003	CARLTON HILLS SCHOOL
0000001653	10/26/2016	0100	AMAZON.COM	SUPPLIES	\$ 34.86	003	CARLTON HILLS SCHOOL
0000001654	10/26/2016	0100	AMAZON.COM	CLASSROOM SUPPLIES	\$ 189.99	003	CARLTON HILLS SCHOOL
0000001679	10/27/2016	0100	US GAMES	PE SUPPLIES	\$ 241.06	003	CARLTON HILLS SCHOOL
0000001683	10/28/2016	0100	BOUND TO STAY BOUND BOOKS INC	CLASSROOM MATERIALS	\$ 1,330.05	003	CARLTON HILLS SCHOOL
0000001705	10/28/2016	0100	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES	\$ 6.44	003	CARLTON HILLS SCHOOL
					TOTAL \$ 17,224.28		CARLTON HILLS SCHOOL
0000001479	10/4/2016	0100	JUNIOR ACHIEVEMENT	ADMISSIONS	\$ 2,814.00	004	SYCAMORE CANYON SCH
0000001507	10/10/2016	0100	STUDENTTREASURES ACQUISITION LLC	CLASSROOM MATERIALS	\$ 821.34	004	SYCAMORE CANYON SCH
0000001508	10/10/2016	0100	FREEFORM CLAY & SUPPLY	EQUIPMENT REPAIRS	\$ 75.00	004	SYCAMORE CANYON SCH
0000001513	10/10/2016	0100	US GAMES	ON-SITE PE TRAINING	\$ 166.66	004	SYCAMORE CANYON SCH
0000001547	10/12/2016	0100	AMAZON.COM	PE SUPPLIES	\$ 249.17	004	SYCAMORE CANYON SCH
0000001548	10/12/2016	0100	S&S WORLDWIDE	SUPPLIES	\$ 36.70	004	SYCAMORE CANYON SCH
0000001549	10/12/2016	0100	US GAMES	SUPPLIES	\$ 133.88	004	SYCAMORE CANYON SCH
0000001558	10/12/2016	0100	DELL MARKETING L.P.	COMPUTERS	\$ 1,361.88	004	SYCAMORE CANYON SCH
0000001666	10/27/2016	0100	HOME DEPOT COMMERCIAL ACCOUNT	GARDEN SUPPLIES	\$ 450.36	004	SYCAMORE CANYON SCH
0000001686	10/28/2016	0100	FOLLETT SCHOOL SOLUTIONS	CLASSROOM MATERIALS	\$ 324.45	004	SYCAMORE CANYON SCH
					TOTAL \$ 6,433.44		SYCAMORE CANYON SCH
0000001468	10/3/2016	0100	PRIDE ACADEMY PTA /	BOOK FAIR	\$ 241.57	005	PROSPECT AVENUE SCH
0000001470	10/3/2016	0100	PORTABLE STORAGE CORP	STORAGE CONTAINERS - PA	\$ 7,473.60	005	PROSPECT AVENUE SCH
0000001500	10/7/2016	0100	LEHIGH HANSON HEIDELBERG	GROUPS SUPPLIES - PA	\$ 527.04	005	PROSPECT AVENUE SCH
0000001504	10/7/2016	0100	SAFE-T-LITE	SIGNS AT PA PRESCHOOL	\$ 195.30	005	PROSPECT AVENUE SCH
0000001505	10/7/2016	0100	RCP BLOCK & BRICK INC	CURB STOPS - PA PRESCHOOL	\$ 265.36	005	PROSPECT AVENUE SCH
0000001513	10/10/2016	0100	US GAMES	ON-SITE PE TRAINING	\$ 166.67	005	PROSPECT AVENUE SCH
0000001527	10/11/2016	0100	SKEDADDLE FUNDRAISERS	FUNDRAISER - PRIDE	\$ 3,851.25	005	PROSPECT AVENUE SCH

0000001530	10/11/2016	0100	MAKEWONDER.COM	SUPPLIES	\$	172.69	005	PROSPECT AVENUE SCH
0000001551	10/12/2016	0100	DELL MARKETING L.P.	PRINTER	\$	829.40	005	PROSPECT AVENUE SCH
0000001582	10/18/2016	0100	ACORN MEDIA	CLASSROOM SUPPLIES	\$	94.86	005	PROSPECT AVENUE SCH
0000001587	10/18/2016	0100	DATEL SYSTEMS	CLASSROOM SUPPLIES	\$	226.80	005	PROSPECT AVENUE SCH
0000001596	10/19/2016	0100	BEARCOM WIRELESS	WALKIE-TALKIE BATTERIES	\$	39.34	005	PROSPECT AVENUE SCH
0000001597	10/19/2016	0100	VIRCO MANUFACTURING CORP	FURNITURE	\$	204.51	005	PROSPECT AVENUE SCH
0000001655	10/26/2016	0100	OMA'S PUMPKIN PATCH	ADMISSIONS	\$	675.00	005	PROSPECT AVENUE SCH
0000001667	10/27/2016	0100	AL'S SPORT SHOP	PE CLOTHES	\$	863.19	005	PROSPECT AVENUE SCH
0000001715	10/31/2016	0100	LITTLE BITS ELECTRONICS INC	CLASSROOM MATERIALS	\$	1,231.15	005	PROSPECT AVENUE SCH
					TOTAL	\$ 17,057.73		PROSPECT AVENUE SCH
0000001511	10/10/2016	0100	AMAZON.COM	SUPPLIES	\$	98.07	006	CAJON PARK SCHOOL
0000001512	10/10/2016	0100	AMAZON.COM	SUPPLIES	\$	361.80	006	CAJON PARK SCHOOL
0000001513	10/10/2016	0100	US GAMES	ON-SITE PE TRAINING	\$	166.67	006	CAJON PARK SCHOOL
0000001542	10/12/2016	0100	NASCO MODESTO	CLASSROOM SUPPLIES	\$	328.65	006	CAJON PARK SCHOOL
0000001543	10/12/2016	0100	AMAZON.COM	SUPPLIES	\$	118.69	006	CAJON PARK SCHOOL
0000001544	10/12/2016	0100	AMAZON.COM	SUPPLIES	\$	619.27	006	CAJON PARK SCHOOL
0000001545	10/12/2016	0100	AMAZON.COM	SUPPLIES	\$	524.30	006	CAJON PARK SCHOOL
0000001555	10/12/2016	0100	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES	\$	247.32	006	CAJON PARK SCHOOL
0000001556	10/12/2016	0100	AMAZON.COM	PE SUPPLIES	\$	70.96	006	CAJON PARK SCHOOL
0000001572	10/13/2016	0100	SEHI COMPUTER PRODUCTS INC	ELECTRONIC EQUIPMENT PARTS	\$	241.86	006	CAJON PARK SCHOOL
0000001576	10/13/2016	0100	DATEL SYSTEMS	KEYBOARDS	\$	820.80	006	CAJON PARK SCHOOL
0000001577	10/13/2016	0100	SEHI COMPUTER PRODUCTS INC	PROJECTOR	\$	4,394.93	006	CAJON PARK SCHOOL
0000001583	10/18/2016	0100	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	1,100.00	006	CAJON PARK SCHOOL
0000001590	10/18/2016	0100	DELL MARKETING L.P.	TONER	\$	143.62	006	CAJON PARK SCHOOL
0000001595	10/19/2016	0100	OMA'S PUMPKIN PATCH	ADMISSIONS	\$	1,170.00	006	CAJON PARK SCHOOL
0000001602	10/19/2016	0100	LEGO EDUCATION	ROBOTICS MATERIALS	\$	1,991.30	006	CAJON PARK SCHOOL
0000001610	10/19/2016	0100	IDENT-A-KID SERVICES OF AMERICA, INC	OFFICE SUPPLIES	\$	106.58	006	CAJON PARK SCHOOL
0000001664	10/27/2016	0100	LEXIA LEARNING SYSTEMS INC	SOFTWARE SUBSCRIPTION	\$	3,400.00	006	CAJON PARK SCHOOL
0000001665	10/27/2016	0100	SCHOLASTIC CLASSRM MAGAZINES	MAGAZINE SUBSCRIPTIONS - CP	\$	85.14	006	CAJON PARK SCHOOL
0000001669	10/27/2016	0100	VIRCO MANUFACTURING CORP	CLASSROOM FURNITURE	\$	11,726.64	006	CAJON PARK SCHOOL
0000001678	10/27/2016	0100	AMAZON.COM	SUPPLIES	\$	305.93	006	CAJON PARK SCHOOL
0000001689	10/28/2016	0100	AMAZON.COM	CLASSROOM SUPPLIES	\$	21.04	006	CAJON PARK SCHOOL
0000001720	10/31/2016	0100	AMAZON.COM	SUPPLIES	\$	62.99	006	CAJON PARK SCHOOL
					TOTAL	\$ 28,106.56		CAJON PARK SCHOOL
0000001482	10/6/2016	0100	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	75.00	007	CHET F HARRITT SCH
0000001510	10/10/2016	0100	SOUTHWEST SCHOOL SUPPLY	SUPPLIES	\$	67.75	007	CHET F HARRITT SCH
0000001513	10/10/2016	0100	US GAMES	ON-SITE PE TRAINING	\$	166.67	007	CHET F HARRITT SCH
0000001557	10/12/2016	0100	PROJECT LEAD THE WAY	CLASSROOM MATERIALS	\$	6,966.00	007	CHET F HARRITT SCH
0000001574	10/13/2016	0100	DELL MARKETING L.P.	LAPTOPS	\$	988.45	007	CHET F HARRITT SCH
0000001601	10/19/2016	0100	EXPLORELEARNING REFLEX	SOFTWARE LICENSES	\$	2,965.00	007	CHET F HARRITT SCH
0000001612	10/19/2016	0100	SEHI COMPUTER PRODUCTS INC	REPL. LAMP FOR PROJECTOR	\$	241.86	007	CHET F HARRITT SCH
0000001613	10/19/2016	0100	DELL MARKETING L.P.	PRINTER SUPPLIES	\$	133.36	007	CHET F HARRITT SCH
0000001625	10/19/2016	0100	PERLMUTTER PURCHASING POWER	SOUND SYSTEM	\$	3,825.00	007	CHET F HARRITT SCH
0000001633	10/24/2016	0100	BEARCOM WIRELESS	RADIOS	\$	549.15	007	CHET F HARRITT SCH
0000001649	10/26/2016	0100	JULIAN PIE COMPANY	FUNDRAISER - CFH	\$	1,254.75	007	CHET F HARRITT SCH
0000001668	10/27/2016	0100	DISNEY DESTINATIONS, LLC/	ADMISSIONS	\$	5,145.00	007	CHET F HARRITT SCH
					TOTAL	\$ 22,377.99		CHET F HARRITT SCH
0000001476	10/4/2016	0100	SCHOLASTIC BOOK CLUBS INC	BOOK CLUB - CO	\$	33.48	008	CARLTON OAKS SCHOOL
0000001513	10/10/2016	0100	US GAMES	ON-SITE PE TRAINING	\$	166.67	008	CARLTON OAKS SCHOOL
0000001564	10/12/2016	0100	LEXIA LEARNING SYSTEMS INC	SOFTWARE LICENSES	\$	7,425.00	008	CARLTON OAKS SCHOOL
0000001565	10/12/2016	0100	BUTTER BRAID SAN DIEGO	6TH GRADE CAMP FUNDRAISER - CO	\$	6,768.00	008	CARLTON OAKS SCHOOL
0000001589	10/18/2016	0100	DELL MARKETING L.P.	TONER	\$	461.67	008	CARLTON OAKS SCHOOL
0000001608	10/19/2016	0100	SCHOOL HEALTH CORPORATION	AED SUPPLIES	\$	44.51	008	CARLTON OAKS SCHOOL
0000001614	10/19/2016	0100	SCHOLASTIC CLASSRM MAGAZINES	SUBSCRIPTIONS - CO	\$	264.57	008	CARLTON OAKS SCHOOL

0000001640	10/24/2016	0100	GROSSMONT-CUYAMACA	ASSEMBLY FEES	\$ 200.00	008	CARLTON OAKS SCHOOL
0000001687	10/28/2016	0100	LEARNING A-Z	SOFTWARE LICENSES	\$ 2,379.30	008	CARLTON OAKS SCHOOL
0000001706	10/28/2016	0100	SCHOLASTIC CLASSRM MAGAZINES	SUBSCRIPTION - CO	\$ 50.29	008	CARLTON OAKS SCHOOL
0000001716	10/31/2016	0100	DELL MARKETING L.P.	PRINTER - CO	\$ 207.35	008	CARLTON OAKS SCHOOL
				TOTAL	\$ 18,000.84		CARLTON OAKS SCHOOL
0000001492	10/7/2016	0100	REUBEN H FLEET SCIENCE CENTER	ADMISSIONS	\$ 1,190.00	009	RIO SECO SCHOOL
0000001513	10/10/2016	0100	US GAMES	ON-SITE PE TRAINING	\$ 166.67	009	RIO SECO SCHOOL
0000001533	10/11/2016	0100	CLASSICS FOR KIDS	ADMISSIONS	\$ 772.00	009	RIO SECO SCHOOL
0000001592	10/18/2016	0100	OMA'S PUMPKIN PATCH	ADMISSIONS	\$ 691.00	009	RIO SECO SCHOOL
0000001603	10/19/2016	0100	OFFICEMAX CONTRACT INC	OFFICE SUPPLIES	\$ 116.92	009	RIO SECO SCHOOL
0000001635	10/24/2016	0100	BEARCOM WIRELESS	RADIOS	\$ 790.37	009	RIO SECO SCHOOL
0000001682	10/28/2016	0100	CLASSICS FOR KIDS	ADMISSIONS	\$ 198.00	009	RIO SECO SCHOOL
				TOTAL	\$ 3,924.96		RIO SECO SCHOOL
0000001477	10/4/2016	0100	LEE & LOW BOOKS	BOOKS - HC	\$ 35.10	010	HILL CREEK SCHOOL
0000001513	10/10/2016	0100	US GAMES	ON-SITE PE TRAINING	\$ 166.67	010	HILL CREEK SCHOOL
0000001535	10/11/2016	0100	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 60.00	010	HILL CREEK SCHOOL
0000001552	10/12/2016	0100	DELL MARKETING L.P.	PRINTER	\$ 207.35	010	HILL CREEK SCHOOL
0000001553	10/12/2016	0100	SEHI COMPUTER PRODUCTS INC	PROJECTOR	\$ 732.49	010	HILL CREEK SCHOOL
0000001561	10/12/2016	0100	SCHOLASTIC CLASSRM MAGAZINES	SUBSCRIPTIONS	\$ 1,296.99	010	HILL CREEK SCHOOL
0000001573	10/13/2016	0100	DELL MARKETING L.P.	PRINTER	\$ 207.35	010	HILL CREEK SCHOOL
0000001594	10/18/2016	0100	OMA'S PUMPKIN PATCH	ADMISSIONS	\$ 948.00	010	HILL CREEK SCHOOL
0000001634	10/24/2016	0100	CHURCH PARTNER/	CLASSROOM FURNITURE	\$ 949.67	010	HILL CREEK SCHOOL
0000001658	10/27/2016	0100	CLARK SECURITY PRODUCTS,	SUPPLIES - HC	\$ 135.15	010	HILL CREEK SCHOOL
0000001681	10/28/2016	0100	URBAN CORPS SAN DIEGO COUNTY	SIDEWALK EXPANSION - HC	\$ 4,935.00	010	HILL CREEK SCHOOL
0000001688	10/28/2016	0100	CAPSTONE PRESS	SUBSCRIPTIONS	\$ 599.00	010	HILL CREEK SCHOOL
				TOTAL	\$ 10,272.77		HILL CREEK SCHOOL
0000001546	10/12/2016	1200	OMA'S PUMPKIN PATCH	ADMISSIONS	\$ 432.00	012	STATE PRE-SCHOOL
				TOTAL	\$ 432.00		STATE PRE-SCHOOL
0000001604	10/19/2016	0100	SANTEE CHAMBER OF COMMERCE	ADVERTISING	\$ 5,000.00	060	BOARD OF EDUCATION
				TOTAL	\$ 5,000.00		BOARD OF EDUCATION
0000001473	10/3/2016	0100	SEHI COMPUTER PRODUCTS INC	PRINTER	\$ 456.88	064	BUSINESS SERVICES
0000001491	10/7/2016	0100	LYNN'S LOCKSMITH SERVICE	SAFE COMBINATION SERVICES	\$ 125.00	064	BUSINESS SERVICES
0000001616	10/19/2016	0100	FEDERAL EXPRESS CORPORATION	OVERNIGHT MAIL DELIVERY	\$ 41.98	064	BUSINESS SERVICES
0000001707	10/31/2016	0100	AMAZON.COM	SUPPLIES	\$ 274.75	064	BUSINESS SERVICES
				TOTAL	\$ 898.61		BUSINESS SERVICES
0000001481	10/6/2016	0100	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 350.00	066	EDUCATIONAL SERVICES
0000001489	10/6/2016	0100	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 150.00	066	EDUCATIONAL SERVICES
0000001490	10/7/2016	0100	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 370.00	066	EDUCATIONAL SERVICES
0000001579	10/13/2016	0100	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 350.00	066	EDUCATIONAL SERVICES
0000001611	10/19/2016	0100	AL'S SPORT SHOP	SUPPLIES	\$ 561.60	066	EDUCATIONAL SERVICES
0000001684	10/28/2016	0100	BEST BUY BUSINESS ADVANTAGE	ELECTRONIC EQUIPMENT	\$ 328.98	066	EDUCATIONAL SERVICES
0000001708	10/31/2016	0100	GROSSMONT UNION HIGH SCHOOL DISTRICT	SPANISH CLASSES - PA	\$ 23,602.01	066	EDUCATIONAL SERVICES
0000001478	10/4/2016	0100	ROSETTA STONE LTD	SOFTWARE LICENSES	\$ 7,846.00	069	EDUCATIONAL SERVICES
				TOTAL	\$ 33,558.59		EDUCATIONAL SERVICES
0000001567	10/13/2016	0100	CRISIS PREVENTION INSTITUTE	REGISTRATION FEES	\$ 5,340.00	067	SPECIAL EDUCATION
0000001569	10/13/2016	0100	NORTHERN SPEECH SERVICES	REGISTRATION FEES	\$ 954.00	067	SPECIAL EDUCATION
0000001571	10/13/2016	0100	EAST COUNTY SELPA /	REGISTRATION FEES	\$ 400.00	067	SPECIAL EDUCATION
0000001578	10/13/2016	0100	POWAY UNIFIED SCHOOL DISTRICT	REGISTRATION FEES	\$ 15.00	067	SPECIAL EDUCATION
0000001623	10/19/2016	0100	HEINEMANN	CLASSROOM MATERIALS	\$ 3,634.40	067	SPECIAL EDUCATION
0000001644	10/25/2016	0100	DEVEREUX	NPS	\$ 120,977.76	067	SPECIAL EDUCATION
0000001657	10/27/2016	0100	UNITED PARCEL SERVICE	SHIPPING CHARGES	\$ 20.01	067	SPECIAL EDUCATION
0000001714	10/31/2016	0100	VOLUNTEERS OF VACAVILLE	EQUIPMENT REPAIR SERVICES	\$ 123.05	067	SPECIAL EDUCATION
0000001717	10/31/2016	0100	STEIN CENTER	NPS	\$ 43,682.90	067	SPECIAL EDUCATION
				TOTAL	\$ 175,147.12		SPECIAL EDUCATION

0000001478	10/4/2016	0100	ROSETTA STONE LTD	SOFTWARE LICENSES	\$ 7,397.00	068	EDUCATIONAL PROJECTS
					TOTAL \$ 7,397.00		EDUCATIONAL PROJECTS
0000001532	10/11/2016	0100	PELICAN PUBLISHING COMPANY	CLASSROOM MATERIALS	\$ 985.73	070	PUPIL SERVICES
					TOTAL \$ 985.73		PUPIL SERVICES
0000001484	10/6/2016	0100	AMPLIFY EDUCATION INC	CLASSROOM MATERIALS	\$ 2,314.20	071	DISTRICT LIBRARY
0000001680	10/28/2016	0100	ACHIEVE3000, INC	ANNUAL LICENSES	\$ 165,542.35	071	DISTRICT LIBRARY
0000001686	10/28/2016	0100	FOLLETT SCHOOL SOLUTIONS	CLASSROOM MATERIALS	\$ 324.45	071	DISTRICT LIBRARY
					TOTAL \$ 168,181.00		DISTRICT LIBRARY
0000001480	10/4/2016	6300	SYSCO FOOD SERVICES OF	FOOD SUPPLIES FOR PROJECT SAFE	\$ 1,530.41	072	PROJECT SAFE
0000001483	10/6/2016	6300	OMA'S PUMPKIN PATCH	ADMISSIONS	\$ 1,600.00	072	PROJECT SAFE
0000001485	10/6/2016	6300	DISCOUNT SCHOOL SUPPLY	YALE CLASSROOM SUPPLIES	\$ 1,385.29	072	PROJECT SAFE
0000001486	10/6/2016	6300	ADVERTISING EDGE INC	T-SHIRTS FOR YALE PRESCHOOL	\$ 446.37	072	PROJECT SAFE
0000001550	10/12/2016	6300	SMART & FINAL	CARNIVAL SUPPLIES	\$ 300.00	072	PROJECT SAFE
0000001560	10/12/2016	6300	DELL MARKETING L.P.	PRINTER SUPPLIES	\$ 51.29	072	PROJECT SAFE
0000001606	10/19/2016	6300	SYSCO FOOD SERVICES OF	FOOD SUPPLIES FOR PROJECT SAFE	\$ 2,072.77	072	PROJECT SAFE
0000001607	10/19/2016	6300	COSTCO MEMBERSHIP	MEMBERSHIP FEES	\$ 165.00	072	PROJECT SAFE
0000001617	10/19/2016	6300	GTSOFT INC	SOFTWARE APPLICATION	\$ 2,430.95	072	PROJECT SAFE
0000001618	10/19/2016	6300	GTSOFT INC	SOFTWARE APPLICATION	\$ 16,000.00	072	PROJECT SAFE
0000001619	10/19/2016	6300	SMART & FINAL	SUPPLIES FOR PROJECT SAFE	\$ 200.00	072	PROJECT SAFE
0000001620	10/19/2016	6300	SMART & FINAL	FOOD SUPPLIES - PROJECT SAFE	\$ 400.00	072	PROJECT SAFE
0000001621	10/19/2016	6300	SMART & FINAL	FOOD SUPPLIES - PROJECT SAFE	\$ 400.00	072	PROJECT SAFE
0000001624	10/19/2016	6300	SMART & FINAL	CARNIVAL SUPPLIES - PROJ. SAFE	\$ 250.00	072	PROJECT SAFE
0000001636	10/24/2016	6300	SMART & FINAL	SUPPLIES FOR PROJECT SAFE	\$ 100.00	072	PROJECT SAFE
0000001645	10/25/2016	0100	CITI CARDS /	PROJ. SAFE SUPPLIES	\$ 74.91	072	PROJECT SAFE
0000001645	10/25/2016	6300	CITI CARDS /	PROJ. SAFE SUPPLIES	\$ 765.39	072	PROJECT SAFE
0000001645	10/25/2016	6300	CITI CARDS /	PROJ. SAFE SUPPLIES	\$ 221.29	072	PROJECT SAFE
0000001709	10/31/2016	6300	SOS SURVIVAL PRODUCTS	EMERGENCY SUPPLIES FOR PS	\$ 8,047.26	072	PROJECT SAFE
0000001710	10/31/2016	0100	SOS SURVIVAL PRODUCTS	EMERGENCY SUPPLIES FOR ASES	\$ 1,111.50	072	PROJECT SAFE
0000001711	10/31/2016	6300	SOS SURVIVAL PRODUCTS	EMERGENCY SUPPLIES - YALE	\$ 1,618.80	072	PROJECT SAFE
					TOTAL \$ 39,171.23		PROJECT SAFE
0000001575	10/13/2016	0100	UZBL	IPAD CASES	\$ 3,207.60	073	TECHNOLOGY SERVICES
0000001581	10/18/2016	0100	CETPA ANNUAL CONFERENCE	REGISTRATION FEES	\$ 2,020.00	073	TECHNOLOGY SERVICES
0000001586	10/18/2016	0100	INSIGHT INVESTMENTS	MONITORS	\$ 102.60	073	TECHNOLOGY SERVICES
0000001586	10/18/2016	0100	INSIGHT INVESTMENTS	MONITORS	\$ 205.20	073	TECHNOLOGY SERVICES
0000001588	10/18/2016	0100	DATEL SYSTEMS	CLASSROOM SUPPLIES	\$ 863.46	073	TECHNOLOGY SERVICES
0000001593	10/18/2016	0100	DELL MARKETING L.P.	LAPTOPS	\$ 2,965.34	073	TECHNOLOGY SERVICES
					TOTAL \$ 9,364.20		TECHNOLOGY SERVICES
0000001488	10/6/2016	0100	MAINTEX INC	CUSTODIAL SUPPLIES - CO	\$ 35.64	074	OPERATIONS/CUSTODIAL
0000001650	10/26/2016	0100	A-DISCOUNT VACUUM	VACUUM PARTS/SUPPLIES	\$ 302.18	074	OPERATIONS/CUSTODIAL
0000001673	10/27/2016	0100	MAINTEX INC	NEW VACUUMS	\$ 8,100.00	074	OPERATIONS/CUSTODIAL
0000001674	10/27/2016	0100	MAINTEX INC	CUSTODIAL SUPPLIES & REPAIRS	\$ 437.51	074	OPERATIONS/CUSTODIAL
0000001674	10/27/2016	0100	MAINTEX INC	CUSTODIAL SUPPLIES & REPAIRS	\$ 340.86	074	OPERATIONS/CUSTODIAL
0000001718	10/31/2016	0100	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 754.34	074	OPERATIONS/CUSTODIAL
0000001719	10/31/2016	0100	A-DISCOUNT VACUUM	VACUUM REPAIRS	\$ 128.66	074	OPERATIONS/CUSTODIAL
0000001723	10/31/2016	0100	A-DISCOUNT VACUUM	VACUUM REPAIRS	\$ 274.44	074	OPERATIONS/CUSTODIAL
					TOTAL \$ 10,373.63		OPERATIONS/CUSTODIAL
0000001496	10/7/2016	0100	STRAIT-LINE CONCRETE CUTTING	ASPHALT REPAIRS - CO	\$ 325.00	075	MAINTENANCE
0000001501	10/7/2016	0100	WESTERN ENVIRONMENTAL & SAFETY	HAZMAT SERVICES	\$ 2,310.00	075	MAINTENANCE
0000001502	10/7/2016	0100	LL HENDRIX	INSPECTION SVCS - CP	\$ 2,656.00	075	MAINTENANCE
0000001503	10/7/2016	0100	R&R CONTROLS, INC.	HVAC SUPPLIES	\$ 715.47	075	MAINTENANCE
0000001528	10/11/2016	0100	ABABA BOLT	ELECTRICAL SUPPLIES	\$ 15.57	075	MAINTENANCE
0000001537	10/11/2016	0100	DIXIELINE LUMBER COMPANY	SUPPLIES FOR BLDG REPAIRS-CFH	\$ 478.42	075	MAINTENANCE
0000001566	10/13/2016	0100	CLARK SECURITY PRODUCTS,	LOCKS & HARDWARE - ANNUAL	\$ 3,000.00	075	MAINTENANCE
0000001605	10/19/2016	0100	DAVE BANG ASSOCIATES INC	GROUNDS SUPPLIES	\$ 4,347.68	075	MAINTENANCE

0000001631	10/20/2016	0100	GRAINGER	HVAC SUPPLIES	\$ 211.82	075	MAINTENANCE
0000001637	10/24/2016	0100	DAVE BANG ASSOCIATES INC	PLAYGROUND EQUIPMENT PARTS	\$ 2,298.05	075	MAINTENANCE
0000001638	10/24/2016	0100	DAVE BANG ASSOCIATES INC	STORM DAMAGED SHADE REPL. - RS	\$ 2,703.09	075	MAINTENANCE
0000001642	10/24/2016	0100	GRAINGER	SUPPLIES FOR REPAIRS	\$ 37.89	075	MAINTENANCE
0000001642	10/24/2016	0100	GRAINGER	SUPPLIES FOR REPAIRS	\$ 50.49	075	MAINTENANCE
0000001642	10/24/2016	0100	GRAINGER	SUPPLIES FOR REPAIRS	\$ 403.56	075	MAINTENANCE
0000001661	10/27/2016	0100	GREENBRIER LAWN & TREE EXPERT CO.	TREE & STUMP REMOVAL - PA	\$ 1,975.00	075	MAINTENANCE
0000001663	10/27/2016	0100	URBAN CORPS SAN DIEGO COUNTY	BRUSH CLEARING - SUMMIT SITE	\$ 5,938.25	075	MAINTENANCE
0000001672	10/27/2016	0100	METAL FAB LOGISTICS INC.	HVAC SUPPLIES - SC	\$ 156.03	075	MAINTENANCE
0000001675	10/27/2016	0100	GRAINGER	SUPPLIES	\$ 1,460.99	075	MAINTENANCE
0000001676	10/27/2016	0100	FORDYCE CONSTRUCTION INC	LUNCH SHELTER REPAIRS - CP	\$ 1,800.00	075	MAINTENANCE
0000001677	10/27/2016	0100	24-HOUR ELEVATOR, INC.	ELEVATOR REPAIRS	\$ 500.00	075	MAINTENANCE
0000001712	10/31/2016	0100	SHINE UP SOLAR	SOLAR PANEL CLEANING - PD	\$ 300.00	075	MAINTENANCE
0000001713	10/31/2016	0100	LL HENDRIX	SDG&E PROJECT AT CP	\$ 13,695.00	075	MAINTENANCE
					TOTAL	\$ 45,378.31	MAINTENANCE
0000001493	10/7/2016	0100	CREATIVE BUS SALES INC	SUPPLIES FOR BUS REPAIRS	\$ 106.40	076	TRANSPORTATION
0000001494	10/7/2016	0100	O'REILLY AUTO PARTS	SUPPLIES FOR BUS REPAIRS	\$ 18.36	076	TRANSPORTATION
0000001495	10/7/2016	0100	SCHOOL BUS PARTS COMPANY	SUPPLIES FOR BUS REPAIRS	\$ 484.46	076	TRANSPORTATION
0000001499	10/7/2016	0100	A-Z BUS SALES, INC.	SUPPLIES FOR BUS REPAIRS	\$ 203.80	076	TRANSPORTATION
0000001514	10/10/2016	0100	NORTH COUNTY REBUILDERS	PARTS/SUPPLIES FOR BUS REPAIRS	\$ 301.32	076	TRANSPORTATION
0000001515	10/10/2016	0100	ROADONE	TOWING	\$ 240.00	076	TRANSPORTATION
0000001516	10/10/2016	0100	O'REILLY AUTO PARTS	PARTS/SUPPLIES FOR BUS REPAIRS	\$ 104.58	076	TRANSPORTATION
0000001517	10/10/2016	0100	INTERSTATE BATTERY OF SAN DIEGO INC	PARTS/SUPPLIES FOR BUS REPAIRS	\$ 210.07	076	TRANSPORTATION
0000001534	10/11/2016	0100	TURBO SYSTEMS REPAIR	PARTS/SUPPLIES FOR BUS REPAIRS	\$ 434.00	076	TRANSPORTATION
0000001534	10/11/2016	0100	TURBO SYSTEMS REPAIR	PARTS/SUPPLIES FOR BUS REPAIRS	\$ 300.00	076	TRANSPORTATION
0000001580	10/14/2016	0100	ONLINE AUTO GROUP, INC.	FORD F350 PURCHASE	\$ 14,091.90	076	TRANSPORTATION
0000001639	10/24/2016	0100	A-Z BUS SALES, INC.	SUPPLIES FOR BUS REPAIRS	\$ 3,015.66	076	TRANSPORTATION
0000001690	10/28/2016	0100	CUSTOM AUTO WRAP	VEHICLE DECALS	\$ 173.02	076	TRANSPORTATION
0000001691	10/28/2016	0100	O'REILLY AUTO PARTS	SUPPLIES FOR REPAIRS	\$ 128.34	076	TRANSPORTATION
0000001692	10/28/2016	0100	TIRE CENTERS, LLC	TIRES FOR BUSES	\$ 1,040.73	076	TRANSPORTATION
0000001693	10/28/2016	0100	WAYNE MILLER'S MOBILE TIRE INC	VEHICLE REPAIRS	\$ 793.12	076	TRANSPORTATION
0000001694	10/28/2016	0100	INTERSTATE BATTERY OF SAN DIEGO INC	VEHICLE REPAIRS	\$ 126.51	076	TRANSPORTATION
0000001695	10/28/2016	0100	ROADONE	TOWING SERVICES	\$ 240.00	076	TRANSPORTATION
0000001696	10/28/2016	0100	KIRKS RADIATOR	BUS REPAIRS	\$ 1,149.60	076	TRANSPORTATION
0000001697	10/28/2016	0100	ASBURY ENVIRONMENTAL SVCS	OIL WASTE PICK UP	\$ 120.00	076	TRANSPORTATION
0000001698	10/28/2016	0100	PENSKE FORD	PARTS FOR REPAIRS	\$ 232.96	076	TRANSPORTATION
0000001699	10/28/2016	0100	TNT MOBILE SERVICES	BUS REPAIRS	\$ 774.64	076	TRANSPORTATION
0000001700	10/28/2016	0100	INLAND KENWORTH (US) INC.	BUS REPAIRS	\$ 193.99	076	TRANSPORTATION
0000001701	10/28/2016	0100	SCHOOL BUS PARTS COMPANY	PARTS FOR BUS REPAIRS	\$ 160.74	076	TRANSPORTATION
0000001702	10/28/2016	0100	NORTH COUNTY REBUILDERS	PARTS FOR BUS REPAIRS	\$ 16.20	076	TRANSPORTATION
0000001703	10/28/2016	0100	CUMMINS PACIFIC LLC	PARTS FOR BUS REPAIRS	\$ 139.89	076	TRANSPORTATION
					TOTAL	\$ 24,800.29	TRANSPORTATION
0000001497	10/7/2016	0100	ABABA BOLT	LIGHTING RETROFIT SUPPLIES-ERC	\$ 28.75	077	FACILITIES MODERNIZATION
0000001498	10/7/2016	0100	DRAIN PROS INC	STORM DRAIN CLEANING - DO	\$ 395.00	077	FACILITIES MODERNIZATION
0000001506	10/7/2016	0100	BEST-RATE REPAIR CO INC	PATIO RAIL	\$ 990.00	077	FACILITIES MODERNIZATION
0000001529	10/11/2016	0100	CALIFORNIA ELECTRIC SUPPLY	LIGHTING RETROFIT KITS	\$ 118.80	077	FACILITIES MODERNIZATION
0000001536	10/11/2016	0100	CLARK SECURITY PRODUCTS,	NEW LOCKS - DO	\$ 161.48	077	FACILITIES MODERNIZATION
0000001538	10/11/2016	0100	DUNN EDWARDS CORPORATION	PAINT SUPPLIES FOR DO	\$ 52.47	077	FACILITIES MODERNIZATION
0000001539	10/11/2016	0100	CALIFORNIA ELECTRIC SUPPLY	SUPPLIES FOR PD MOD	\$ 110.71	077	FACILITIES MODERNIZATION
0000001540	10/12/2016	0100	LOWE'S STORE #1661	PLUMBING SUPPLIES	\$ 5.82	077	FACILITIES MODERNIZATION
0000001562	10/12/2016	0100	CALIFORNIA ELECTRIC SUPPLY	LIGHTS AT PD	\$ 243.00	077	FACILITIES MODERNIZATION
0000001563	10/12/2016	0100	CLARK SECURITY PRODUCTS,	LOCKS FOR IPAD CABINETS	\$ 148.22	077	FACILITIES MODERNIZATION
0000001570	10/13/2016	0100	ONESOURCE DISTRIBUTORS	LIGHTING RETROFIT KITS-ERC/DO	\$ 11,300.90	077	FACILITIES MODERNIZATION
0000001616	10/19/2016	0100	FEDERAL EXPRESS CORPORATION	OVERNIGHT MAIL DELIVERY	\$ 42.42	077	FACILITIES MODERNIZATION

0000001632	10/20/2016	0100	GREENBRIER LAWN & TREE EXPERT CO.	TREE/STUMP REMOVAL - DO	\$ 9,250.00	077	FACILITIES MODERNIZATION
0000001641	10/24/2016	4000	GRAINGER	RESTROOM CONVERSION - CH	\$ 171.44	077	FACILITIES MODERNIZATION
0000001643	10/25/2016	0100	DAVE BANG ASSOCIATES INC	PLAY GROUND EQUIPMENT - SC	\$ 22,127.04	077	FACILITIES MODERNIZATION
0000001656	10/26/2016	0100	ZASUETA CONTRACTING INC.	PLAY EQUIPMENT INSTALL - SC	\$ 10,862.00	077	FACILITIES MODERNIZATION
0000001659	10/27/2016	0100	CLARK SECURITY PRODUCTS,	LOCK SUPPLIES - DO	\$ 2,191.30	077	FACILITIES MODERNIZATION
0000001660	10/27/2016	0100	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES FOR DO PROJECT	\$ 1,435.58	077	FACILITIES MODERNIZATION
0000001662	10/27/2016	0100	GREENBRIER LAWN & TREE EXPERT CO.	TREE TRIMMING - DO	\$ 1,500.00	077	FACILITIES MODERNIZATION
0000001670	10/27/2016	0100	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES FOR DO IMPROVEMENTS	\$ 210.83	077	FACILITIES MODERNIZATION
0000001671	10/27/2016	0100	EWING IRRIGATION PRODUCTS	SUPPLIES FOR DO IMPROVEMENTS	\$ 1,161.25	077	FACILITIES MODERNIZATION
0000001685	10/28/2016	0100	INLAND PACIFIC RESOURCE	SUPPLIES FOR DO IMPROVEMENTS	\$ 1,222.00	077	FACILITIES MODERNIZATION
0000001704	10/28/2016	0100	LOWE'S STORE #1661	SUPPLIES FOR DO IMPROVEMENTS	\$ 746.41	077	FACILITIES MODERNIZATION
0000001705	10/28/2016	0100	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES	\$ 110.70	077	FACILITIES MODERNIZATION
0000001721	10/31/2016	0100	KIRK PAVING, INC	DO IMPROVEMENTS PROJECT	\$ 14,675.00	077	FACILITIES MODERNIZATION
0000001722	10/31/2016	0100	EWING IRRIGATION PRODUCTS	DO IMPROVEMENTS PROJECT	\$ 66.01	077	FACILITIES MODERNIZATION
					TOTAL \$ 79,327.13		FACILITIES MODERNIZATION
0000001518	10/10/2016	0100	FOLD-A-GOAL	INVENTORY REPLENISHMENT	\$ 184.37	078	WAREHOUSE
0000001519	10/10/2016	0100	CAMEO PAPER & JANITORIAL	INVENTORY REPLENISHMENT	\$ 2,765.34	078	WAREHOUSE
0000001520	10/10/2016	0100	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	\$ 483.67	078	WAREHOUSE
0000001521	10/10/2016	0100	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	\$ 129.82	078	WAREHOUSE
0000001522	10/10/2016	0100	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	\$ 1,617.40	078	WAREHOUSE
0000001523	10/10/2016	0100	US GAMES	INVENTORY REPLENISHMENT	\$ 166.32	078	WAREHOUSE
0000001626	10/20/2016	0100	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	\$ 176.42	078	WAREHOUSE
0000001627	10/20/2016	0100	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	\$ 52.36	078	WAREHOUSE
0000001628	10/20/2016	0100	MAINTEX INC	INVENTORY REPLENISHMENT	\$ 335.92	078	WAREHOUSE
0000001629	10/20/2016	0100	DELL MARKETING L.P.	INVENTORY REPLENISHMENT	\$ 5,663.13	078	WAREHOUSE
0000001630	10/20/2016	0100	VERITIV OPERATING COMPANY	INVENTORY REPLENISHMENT	\$ 1,268.96	078	WAREHOUSE
					TOTAL \$ 12,843.71		WAREHOUSE
0000001472	10/3/2016	0100	CDW GOVERNMENT INC	SOFTWARE LICENSES	\$ 306.08	092	PUBLICATIONS
					TOTAL \$ 306.08		PUBLICATIONS
					\$745,811.33		

Consent Item D.2.4. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
November 15, 2016

BACKGROUND:

The Revolving Cash Fund of \$198,677 is used for prompt payment to vendors and saves the costs associated with processing payments of small amounts through the County Superintendent of Schools. The attached report of numerical listings by check number include the issue date, name of payee, a general description of items purchased, and the amount of the check.

RECOMMENDATION:

Administration recommends approval of check #24436 on the \$198,677 Revolving Cash Account.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$3,525.02 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

**SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT- \$198,677**

Date	Number	Name	Memo	Amount
10/28/16	22436	Heather Wolf	Manual paycheck to replace incorrect check	3,525.02
Total Checks Written				\$3,525.02
10/31/16	Pending	Mission Federal Credit Union San Diego County of Education	October, 2016 Bank Earnings Reimbursement for manual paycheck district issued	-40.02 -3,525.02
Total to be Reimbursed				
Total to Deduct from Future Reimbursement				-\$40.02

Consent Item D.2.5. Acceptance of Donations
 Prepared by Karl Christensen
 November 15, 2016

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Science and Technology Programs	\$500.00	Mission Gorge Development Co.	Chet F. Harritt School
Supplies for Classroom Tortoise	\$125.00	Petco	Pepper Drive School
Funds to Purchase Gardening Blocks for Outdoor Classroom	\$200.00	Anonymous Donor	Sycamore Canyon School
	\$250.00	Bill St. Clair	
TOTAL DONATIONS RECEIVED	\$1,075.00		

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The donation above is valued at \$1,075.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

Consent Item D.2.6. Approval/Ratification of Consultants and General Service Providers
Prepared by Karl Christensen
November 15, 2016

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

**Consultant / General Service Provider Report
November 15, 2016**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
Patricia C. White	Consultant	Leadership Development	07/06/16 - 09/01/16	\$2,300.00 (not to exceed)	Board of Education	Independent Contractor
Elyse Starr	Consultant	Speech Services	11/04/16 - 06/21/17	\$25,000.00 (not to exceed)	Special Education	Employee

Agreements Below Were Approved by the Board of Education and Have Exceeded Original Budgeted Amount

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Original Amount and Approval Date	Requested Increase/ Contract Total	Funding	Payment Type (Independent Contractor or Employee)
US Games	General Service Provider	P.E. Training	06/08/16 - 06/30/17	\$9,600.00	\$6,000.00 / \$15,600.00	Special Education	Independent Contractor

Consent Item D.2.7. Approval to Submit Application for PL 81-874 and
Prepared by Karl Christensen Designation of Authorized Representative
November 15, 2016

BACKGROUND:

PL 81-874 Federal Impact Aid is available to districts for students whose parents live or work on military bases or at other federal facilities. Part of the application process for obtaining the PL 81-874 money requires that we receive approval for the application process, which is prepared online in January, from our Board of Education. The Board is also required to name an authorized District representative.

RECOMMENDATION:

It is recommended that the Board of Education approve filing the application for PL 81-874 Federal Impact Aid funds for fiscal year 2016-17 and name Karl Christensen, Assistant Superintendent of Business Services, as the authorized District representative.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The District will receive income of approximately \$80,000 per fiscal year.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

Consent Item D.2.8.
Prepared by Karl Christensen
November 15, 2016

Approval of Agreement with Bally Go Bragh (BGB)
for Surplus Sales

BACKGROUND:

Bally Go Bragh (BGB) is a company that will work with Santee School District to sell surplus items. BGB provides an online auction format through various resources including E-Bay. All legal requirements of the surplus item sales are included in the services provided by BGB. Additionally, a savings of personnel and labor costs to move items and coordinate sales is realized. It is a very effective resource to sell unwanted items that take up limited storage space. Any unwanted items can be surplus sold from its current storage location by BGB. Currently, Child Nutrition Services has some surplus items that can be auctioned by BGB.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement for surplus asset management disposition services with BGB for 2016-2017.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

BGB to be paid 50% of the proceeds of surplus sales.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.8.

Service Agreement

Service agreement is made between Bally Go Bragh (“BGB”), and Santee School District. The effective date set below in the signature blocks of this agreement.

BGB agrees to:

1. Serve Santee School District, by selling surplus (new and used) education goods in an online auction forum and other surplus markets in compliance with California Education Code (most specifically sections 17540-07542, 17545-17547 and 61510-60511.)
2. Use industry standard, professional and workmanlike methods and means to sell said surplus in the manner outlined in supplement A of this service agreement. Supplement A outlines all service processes and commission fees.
3. Will execute this agreement, including its supplements at high ethical and professional standards in all face to face meetings, written communications, telephone conversations and any other means of communication.
4. Will treat all staff of Santee School District and any buyers of surplus merchandise with respect and dignity and without discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, age, sexual orientation or gender.
5. Will communicate any and all pertinent information regarding sales to Santee School District in a professionally timely manner.
6. Maintain proper professional and business licenses.
7. Maintain valid sales permit.
8. Maintain General Liability insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate.
9. Maintain auto insurance with the following limits: \$1,000,000/\$1,000,000/\$500,000
10. Maintain dishonesty/fidelity bond in the amount of \$25,000.

Santee School District agrees to:

1. Assign a representative to be primary “contact person” for BGB related communications.
2. Provide a safe and clean environment for BGB to be able to reasonably preform duties as outlined in supplement A.
3. Follow the guidelines in supplement A regarding “holding and housing” assets assigned to be sold by BGB.
4. Provide any and all paperwork (if available) to BGB having to do with any assets being sold. (Examples include Pink slips for vehicles)
5. Have the legal right to sell any item(s) to be sold in connection with this agreement. Will indemnify and hold harmless BGB against all claims, damages, losses or costs arising in connection with any claim based on or arising from items sold or offered for sale in connection with this agreement or title, except if claim is based on the negligence or willful misconduct of BGB.
6. Post public notice of each sale, if not using a continuous notice, or inform BGB prior to “inventory” that public notice and/or board approval is necessary.

Both parties agree to the following:

1. Nothing in this service agreement establishes a partnership, joint venture, association or employment relationship between Santee School District and BGB.

Initials _____
Initials _____

2. The length of this agreement is one year. Commencing on the date set below in the signature blocks until the same day the next calendar year.
3. Either party may terminate this agreement for material breach.
4. BGB cannot predict how much revenue will be produced for **Santee School District** through the described sales activities – we are using an open market venue and valuations can and do fluctuate.

General:

Disclaimer of Warranties.

BGB disclaims all warranties, express and implied, included, but not limited to, the implied warranties of merchantability, quiet enjoyment, quality of information, fitness for a particular purpose and title/non- Infringement. No oral or written information or advice given by BGB or its authorized representatives shall create a warranty or in any way increase the scope of BGB’s obligations hereunder.

Limitation of Liability and Damages.

Except with respect to **Santee School District** indemnity obligations (except where noted, above) neither party nor any of its officers, employees, agents or contractors shall be liable to the other party or any other individual or entity for any indirect, incidental, special or consequential damages, including loss of profits, revenue, data, or use arising out of this agreement or the transactions contemplated hereby. In no event will BGB’s liability arising out of or otherwise with respect to this agreement and the transactions contemplated hereby (whether in contract, tort or otherwise) exceed the greater of the maximum amount covered by any applicable insurance carried by BGB or the amounts received by BGB under this agreement during the twelve months prior to the date liability is determined.

Agreed and Acknowledged:

Santee School District

BGB

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BGB
 2320 Lawton Drive
 Lemon Grove, CA 91945
 619-987-2645
 619-838-7557

Supplement A

Auction Service, Schedule and Commissions

General:

1. More than one contact may be named – but all communications will be sent to the primary contact first and filtered to other named contacts.
2. The named contact/representative (contact) will be instructed in the best practices, policies and procedures. In addition, BGB will, upon request, conduct an overview orientation (in person or via telephone) with any staff directly involved with the surplus liquidation activity.

Auction/Sale Process Overview:

1. Upon notification of surplus to be auctioned. BGB will come to the site, meet with contact and conduct an Inventory Audit. The audit will consist of;
 - a. Identifying item(s) to be liquidated
 - b. Evaluate quality and salability of item(s)
 - c. Confirm start dates and pickup dates and locations.
 - d. Noting any desired minimum start prices of item(s)
2. For all item(s) estimated to be salable BGB will inventory. The number of item(s), their location and storage will be a factor in the time needed for the inventory. A typical inventory takes between 2 and 3 hours. The inventory will consist of;
 - a. Mark the items for sale, either with printed tape, or other obvious marking.
 - b. Create a list with general description and present location of item(s).
 - c. Take digital photos and/or video of item(s).
 - d. Determine with contact, the calendar of inspections, sale dates, pickup dates.
3. Inventoried items will then be listed and placed in an online auction.
 - a. Items will be classified, lotted and start prices for items will be determined by best practices and experience.
 - b. Auctions will be held online for 7 days.
 - c. Inspections of items will be offered to potential buyers.
 - d. If requested or required, BGB will provide an inventory list, with start prices and starting/ending dates. _____ initial.
 - e. If requested or required, BGB will provide an inventory list, with start prices and starting/ ending dates requiring approval prior to any listing activity. _____ initial.
4. Holding and Housing Item(s) inventoried and scheduled for sale.
 - a. Item(s) should remain accessible.
 - b. Item(s) should remain in same condition as when initially inventoried
 - c. Item(s) should remain inside or in a secure covered storage (if possible/feasible)
 - d. Item(s) should not be removed from inventory area unless BGB is notified.
 - e. Item(s) should remain secure through the duration of the surplus sales process.
5. Sold Item(s)
 - a. Monies (selling price plus any applicable sales taxes) will be collected from winning bidder (buyer.) **Only** paid for items will be released and scheduled for pickup.
 - b. Arrangements will be made with buyer for pickup based on pre-arranged pick up date/time.
 - c. Buyer, prior to pick up, will sign release of liability form and be given a bill of sale and any other pertinent paperwork for any and all items being purchased and picked up.
6. Unsold Item(s)
 - a. Re-offered for sale or released back to Santee School District.
 - b. The unsold item(s) plan is to utilize BGB's secondary sales option to sell after auction for up to 30 days, and/or to Dispose of merchandise, per each individual sale.

- 7. Refunds & Refusals
 - a. If a customer refuses pick up after viewing item(s) during pick up. A refund for that item will be issued depending upon method of initial payment.
 - b. The item(s) refunded will be either re-listed or placed into the unsold item(s) category and follow the plan as listed above.
 - c. If the customer, after signing for, accepting and removing the item then files a dispute with either PayPal, Ebay, or other supplier regarding item(s) the pertaining contract rules will be followed and Santee School District will be notified.
- 8. Item(s) that are Lost, Stolen, Damaged or Incomplete that have been sold and are obligated to a buyer will be
 - a. Offered to the buyer at a discount, to be determined by BGB, or;
 - b. A refund issued to the buyer, or;
 - c. Charged to Santee School District at the selling price and treated as a completed sale.
- 9. Commissions - Commission is 50%
- 10. Payments for Sold Item(s)
 - a. Sales taxes collected for any and all sales will be paid by BGB at the appropriate and lawful rate to the California Board of Equalization according to the schedule dictated by the seller's permit issued to BGB.
 - b. BGB will submit payment for all items sold in an "inventory", along with a detailed list of item(s) sold and unsold within five (5) working days of the pick ups. Payment schedules will be determined and written based on specific details pertaining to each individual client choices of sold and unsold methods.
 - c. Detailed spreadsheet with inventory description and sales amounts will be included with every check.
- 11. General Sales Information
 - a. Is board approval needed prior to each sales round? NO
 - b. Is there a continuous notification? YES
 - i. If no what is the notification protocol: N/A
 - ii. Who is responsible for Nancy Stasch
 - c. Is there assistance (forklifts, manpower, loading dock, pallet jack, etc.) available on site for use during pickups? YES
- 12. Additional Services Available
 - a. Removal services - fee based
 - b. Organization, audit and sorting - fee based
 - c. Consultation - fee based

Agreed and Acknowledged:

Santee School District

BGB

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Consent Item D.3.1.

Approval of Alternative School of Choice
Waiver 2017-2019

Prepared by Dr. Stephanie Pierce
November 15, 2016

BACKGROUND:

Santee School District operates an Alternative Home School program allowing parents in the Santee community the opportunity to provide a home school experience. For schooling accountability purposes, parents and children submit weekly independent study contracts. These independent study contracts produce an average daily attendance and funding to maintain the program.

Education Code 51745.6a states that the ratio of average daily attendance for independent study pupils 18 years of age or less to school district full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio of pupils to full-time certificated employees for all other educational programs operated by the school district. A school district may request an Alternative School of Choice Waiver to increase by 10% the ADA-to-teacher ratio in the Alternative School.

Santee School District has a current waiver on file with the California Department of Education through the end of this school year. The Alternative School continues to experience enrollment fluctuations from month-to-month and the enrollment waiver will help support staffing needs based on enrollment fluctuations. Since this is a renewal waiver, a public hearing is not necessary for Board approval. A copy of the waiver request is attached.

RECOMMENDATION:

Administration recommends that the Board of Education approve the submission of Alternative School of Choice Waiver through June 2019.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no fiscal impact in submitting the waiver to the California Department of Education.

STUDENT ACHIEVEMENT:

Many students interact with their learning through first-hand experiences while in the Alternative School program since students are not in a traditional classroom setting.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Return to: Educational Options, Student Support, and American Indian Education Office
 California Department of Education
 1430 N Street, Suite 6408
 Sacramento, CA 95814-5901

Telephone: 916-323-2183
 Fax: 916-323-6061

County and District Code:

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Local Educational Agency: Santee School District			Contact recipient of approval/denial notice: Dr. Stephanie Pierce		
Address: 9619 Cuyamaca Street	City: Santee	State: CA	ZIP: 92071	Phone: (619) 258-2351	
Period of request: (month/day/year) From: 07/01/17 To: 6/30/19		Local board approval date: (Required) November 15, 2016		Date of public hearing: <i>Not necessary for renewal waivers, unless controversial.</i>	

Part 1: LEGAL CRITERIA

(PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACES DESIGNATED)

1. **Under the Waiver Authority of the Education Code Section 58509, the particular Education Code or the California Code of Regulations section(s), or portion(s) thereof to be waived:** Santee School District is requesting a 10% increase in student enrollment over the District K – 8 enrollment average. This request relates to Education Code 51745.6.

2. If this is a renewal of a previously approved waiver, list approval date, and attach a copy of the original document: May 2015

3. **Position of the bargaining unit.** Does the district have any employee bargaining units? Yes No
Not necessary for Renewal Waivers unless controversial.

Date(s) the bargaining unit(s) was/were consulted: _____ / _____ / _____

Name of the bargaining unit person(s) consulted: _____ / _____ / _____

The position(s) of the bargaining unit(s) was/were: Neutral Support Oppose *Please summarize below.*

Comments (If appropriate):

4. **Public hearing requirement.** A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district (modeled after Education Code Section 5362). *Not necessary for Renewal Waivers unless controversial.*

How was the required public hearing advertised?

Notice in a newspaper Notice posted at each school Other _____ *Please summarize below.*

5. **Advisory committees/school site councils.** Please identify the committee or council that reviewed this waiver:
Not necessary for Renewal Waivers unless controversial.

Date the committee/council reviewed the waiver request: _____

Check here, if there were objection(s) *Please summarize the objection(s) below.*

PART II. PURPOSE AND DESIRED OUTCOMES

1. Summary of the *Education Code* or *California Code of Regulations* section(s) or portion(s) to be waived.
 Please summarize the meaning, in plain language, of the *Education Code* or *California Code of Regulations* Section(s) or portion(s) to be waived. If a portion of a section is requested to be waived, include that portion verbatim.

Students attending the Alternative (Home) School program complete weekly independent study contracts. The number of students in the Alternative Home School would need to have the same ADA-to-teacher ratio as the District ADA-to-teacher ratio as the other educational programs operated in the school district.

2. Desired outcome/rationale.
 State what you hope to accomplish with the waiver. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations.

Santee School District has been operating an Alternative School for many years and has an existing waiver to allow for the fluctuation of student ADA. As in years past, the school expects to experience a monthly fluctuation of students enrolling and un-enrolling. Because of this fluctuation, the District is requesting the waiver to provide an increase of 10% above the District base ADA-to-teacher ratio of 27.40. The ADA-to-teacher ratio for the purposes of Independent Study Contracts would then be 30.14 to 1. This waiver would help the District with any future staffing needs, particularly as the enrollment grows.

3. For a waiver renewal, district also must certify:

- | | | |
|-------------------------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| True | False | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | The facts which precipitated the original waiver request have not changed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | The remedy for the problem has not changed. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Members of the local governing board and district staff are not aware of the existence of any controversy over the implementation of this waiver or the request to extend it. |

Renewals of Alternative School of Choice waivers must be submitted **two months prior** to the date the active waiver expires. The local governing board must approve the renewal request. Because the district certifications above assure the State Superintendent that there is no evidence of controversy associated with the waiver's renewal, it is not necessary to repeat the public hearing. Submit the renewal request **at least two months before the waiver expires** to ensure enough time for action by the State Superintendent before the present waiver expires. Retroactive waivers must go through the *first time waiver process*.

District or County Certification

I hereby certify that the information provided on this application is correct and complete.

	Assistant Superintendent	11/16/2016
Signature of Superintendent or Designee	Title	Date

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Responsible Office: _____ Guidelines: Met Not Met Don't Exist

CALIFORNIA DEPARTMENT OF EDUCATION RECOMMENDATION: Approve Deny

Staff (Type or print)	Staff (Signature)	Date:
Unit Manager (Type or print)	Unit Manager (Signature)	Date:
Division Director (Type or print)	Division Director (Signature)	Date:
Deputy (Type or print)	Deputy (Signature)	Date:

BACKGROUND:

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

Certificated Staff

A. New Appointments:

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

B. Temporary Rehires:

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

C. Change of Status/Location:

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

D. Unpaid Leave Requests:

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

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Appointments:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Cooper, Sarah (replacing Liz Owens)	Carlton Hills	Instructional Assistant, Special Ed II 21 A / 5.5 hrs	\$0.00	\$1,861.06	10-21-16
2. Gonzalez, Majia Yvette (replacing Michael Huang)	Cajon Park and Carlton Hills	Instructional Assistant, Limited English Proficient 20 A / 3.5 Hrs	\$0.00	\$1,128.31	10-27-16
3. Hansen, Kristina (replacing Nancy Boxler)	Rio Seco	Instructional Assistant, Special Ed II 21 A / 6.0 hrs	\$0.00	\$2,030.25	10-24-16
4. Motisi, Paula	Cajon Park	Project SAFE Assistant 17 A / 3.75 hrs	\$0.00	\$1,044.01	11-02-16
5. Nuttall, Theresa (replacing Deborah Gribble)	Hill Creek	Instructional Assistant, Special Ed I 20 A / 5.0 hrs	\$0.00	\$1,611.87	10-24-16
6. Paige, Debra (replacing Vicky Luttmers)	Rio Seco	Campus Aide CA A / 2.0 hrs	\$0.00	\$450.50	10-28-16
7. Rodgers, Amy (replacing Alina Kleinhenz)	Rio Seco	Instructional Assistant, Special Ed I 20 A / 3.0 hrs	\$0.00	\$967.12	10-27-16

I. Rehires:

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

Classified Staff – continued

J. Change of Status/Location:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Arevalo, Tammy (replacing Leigh McCullough)	Carlton Oaks	Instructional Assistant, Visually Impaired 23 E / 6.0 hrs to <i>Instructional Assistant, Special Ed II 21 E / 5.5 hrs</i>	\$2,732.25	\$2,270.81	12-21-16
2. Cutler, Judith	UPLOA to Rio Seco	UPLOA to Instructional Assistant, Special Ed I 20 E / 6.25 hrs	\$2,553.03	\$2,553.03	10/24/16
3. Glover, Dandridge (replacing David Bright)	Hill Creek	Campus Aide CA A / 2.0 hrs to Project SAFE Assistant 17 A / 3.0 hrs	\$450.50	\$835.12	10/31/16
4. Kathol, Hayley	Sycamore Canyon	Instructional Assistant, Special Ed II 21 A / 3.25 Hrs to 21 A / 3.0 hrs	\$1,099.85	\$1,015.12	11-28-16
5. Manahan, Ron	Carlton Hills	Out of School Time Group Leader 19.5 B / 3.92 hrs to 19.5 B / 5.75 hrs	\$1,295.56	\$1,900.50	11-1-16
6. Siegfried, Terri	Transportation	Bus Driver I 25 E / 6.55 hrs to 25 E / 6.87 hrs	\$3,555.78	\$3,792.48	11-01-16

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Figueroa, Elsie	Educational Resource Center	Bilingual Clerical Assistant	Retirement	12/31/16

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours		Effective Date
1. Bloomfield, Heather	Carlton Oaks	Instructional Assistant, Special Ed II 21 A / 5.75 Hrs		11-28-16
2.Boxler, Nancy	Rio Seco	Instructional Assistant, Special Ed II 21 E / 3.5 hrs		11-28-16

N. Dismissals:

Employee	Location	Position	Effective Date
1. Manahan, Ron	Carlton Hills	Out of School Time Group Leader	11-10-16

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

Consent Item D.4.2. Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263

Prepared by Tim Larson
November 15, 2016

BACKGROUND:

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

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

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

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

The resolutions are to satisfy code requirements for the 2016-2017 school year. Attached is a list of teachers who are affected by these resolutions. Adoption of these resolutions authorizes several teachers to instruct departmentalized classes.

RECOMMENDATION:

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

FISCAL IMPACT:

This item will not impact the general fund.

STUDENT ACHIEVEMENT IMPACT:

Administration consistently reviews assignments to ensure proper credentialing.

Motion: _____ Second: _____ Vote: _____ Agenda Item D.4.2.

Education Code 44256 (b)

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
John Beacom	Cajon Park	Physical Science	Science
Celina Register	Cajon Park	Math	Math
Kelly Farmer	Cajon Park	Math	Math
Kelly Farmer	Cajon Park	Math Enrichment	Math
Valerie Iverson	Carlton Oaks	Life Science	Science
Valerie Iverson	Carlton Oaks	Social Studies	Social Science
Jill Schmitt	Carlton Oaks	Physical Science	Science
Cameron Williams	Carlton Oaks	Literature Enrichment	English
Julia Fabyan	Carlton Oaks	English Language Arts	English
Marc Robbins	Rio Seco	Math	Math

Education Code 44258.2

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

Education Code 44263

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
Kathryn Ducharme	Carlton Hills	Academic Lab - Spanish	Spanish
Megan Bertrand	Carlton Hills	Journalism	English
Megan Bertrand	Carlton Hills	Language Arts Enrichment	English
Lawrence Barbary	Chet F. Harritt	Academic Lab – Math	Math
Lawrence Barbary	Chet F. Harritt	Academic Lab – Science	Science
Jackie Ray	Chet F. Harritt	Academic Lab – ELA	English
Jackie Ray	Chet F. Harritt	Academic Lab – Social Studies	Social Science
Kristina Sparley	Pepper Drive	Science	Science
Cynthia Journeay	Rio Seco	Language Arts	English

Prepared by Tim Larson
November 15, 2016

BACKGROUND:

Education Code Section 44258.9 requires that administration inform the Board of Education annually about any certificated employees who are assigned to perform services not authorized by their credential. Accordingly, all certificated management and non-management employees are legally authorized to serve in their respective 2016-17 assignments. All certificated management, all K-6 classroom teachers, and most upper grade certificated staff, hold the appropriate credentials for their specific assignment. The qualifications regarding upper grade certificated staff requiring additional authorizations beyond their original credentials supported with proper experience and training are summarized below.

Special Authorizations

Listed below by Education Code are the methods approved by CTC to license teachers for instruction in grades K-8:

Education Code Section 44258.7(c) and (d)

Allows twenty-four (24) full-time teachers with special skills and preparation outside of their credential authorization to be assigned to teach in the area of their special skills for an elective course (a course other than English, Math, Science or Social Studies), provided the assignment is approved by the local Assignment Committee. The Assignment Committee consisting of STA and administrative members; Melanie Hirahara, Lori Meaux, Kristin Baranski, and Tim Larson, have approved these assignments.

Education Code Section 44258.1

- a. Allows twenty-three (23) elementary teachers with credentials authorizing instruction in self-contained classrooms to teach in grades five through eight in a middle school, provided that the teacher teaches two or more subjects for two or more periods a day to the same group of students; and
- b. Allows elementary teachers to teach subjects they are already teaching for an additional period or periods at the same grade level for up to 50% of the total teaching assignment.

Education Code Section 44258.3

Authorizes five (5) teachers holding credentials to teach any subject(s) in departmentalized classes in any of grades kindergarten through eighth upon local verification of knowledge of the subject(s) to be taught with the teachers' consent.

Teachers are also providing instruction for part of their assignments based on adopted Board resolutions under the following provisions:

Education Code Section 44256(b)

Permits ten (10) teachers who have elementary credentials to instruct in departmentalized classes because they have completed twelve semester units, or six upper division or graduate units, in the subject taught. One (1) teacher has one (1) authorization that allows the teacher to teach two (2) subjects; and two (2) teachers have (1) authorization that allows the teacher to teach one (1) subject.

Education Code Section 44263

Permits six (6) teachers to instruct in departmentalized classes because they have completed eighteen semester units, or nine upper division or graduate semester units, in the subject taught.

Education Code Section 44865

Allows two (2) teachers to teach in an opportunity and alternative classroom setting.

Education Code Section 44258.2

At this time, there are no teachers having a single subject secondary credential instructing another subject in a departmentalized situation because the teacher has completed twelve semester units, or six upper division or graduate semester units, in the subject taught.

Additionally, teachers are authorized under legal provisions designed to alleviate recruitment constraints:

University Internships

At this time, there are no teachers enrolled at a college or university in a Commission-approved intern program, to be issued University Intern Credentials. These one to two-year programs are administered by California colleges and universities in partnership with local school districts and are designed to provide participants with classroom experience while they complete course work requirements for the preliminary credential. University Intern Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder's employer, in the area or subject listed on the credential.

Recruitment

Special Education, Math, Science and Bilingual instruction continue to be areas where qualified candidates are scarce. The district works to identify promising candidates who demonstrate a strong potential for success and who will commit to regularly taking the course work needed for their assignment's authorization to obtain the proper credential.

RECOMMENDATION:

It is recommended that the Board of Education accept this annual report of certificated credentials and assignments.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Qualified teachers are the keystone to obtaining student achievement. The required authorizations presented tonight are based upon training and special skills of current staff to support student achievement, according to required Education Codes.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

Consent Item D.4.4.

Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds

Prepared by Tim Larson
November 15, 2016

BACKGROUND:

The Santee Community Collaborative’s mission is to promote a healthier, more proactive community that builds resilient children and families.

The Santee School District participates in the LEA Medi-Cal Program. School districts participating in the program are required to annually approve a budget for the reinvestment of the funds received through the billing and reimbursement process. The law also requires that the local community collaborative develop and recommend a budget to the governing board for consideration. Attached is the Santee Collaborative Year End Report for 2015-16.

On August 24, 2016 the Santee Community Collaborative approved the attached budget. The majority of the proposed budget will fund the Collaborative Coordinator. All funds not proposed for expenditure in this budget will be saved to fund the coordinator’s position in 2017-18

RECOMMENDATION:

It is recommended that the Board of Education approve the reinvestment plan for use of LEA Medi-Cal funds.

FISCAL IMPACT:

The attached Santee Community Collaborative Reinvestment Plan outlines how LEA Medi-Cal funding will be expended for the 2016-17 school year.

STUDENT ACHIEVEMENT:

Support services may provide a greater potential for student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

Santee Collaborative Initiatives 2015-16

1. Mental Health and Wellness

- Santee Collaborative increased collaboration in therapeutic services for youth and families by connecting with Home Base Ranch to provide equine therapy and mentoring for boys and their families within Santee. Home Base Ranch also signed a Memorandum of Understanding with Santee School District to provide group services for Santee Success Program and other specialized classrooms. These programs are provided at no cost to the District.
- Collaborative partner, San Diego Youth Services' – "Check Your Mood" offered suicide and self-harm prevention to all Santee School District schools serving 1194, 7th and 8th grade students. The number of students identified themselves as needing to talk with a staff member was 220 and 53 safety plans were created for the most at-risk students that were seen by the program. A parent and teen communication class was held at the Santee Library with 44 people in attendance.
- Santee Collaborative/community members attended the LCAP meetings and advocated for increased school counseling program for the District.
- Santee Collaborative facilitated the continued MOU's with:
 - Community Assessment Team – groups and case management for at-risk students and families
 - East County Behavioral Health – SDSU for EPSDT
 - Family Forces – MHS for military dependents
 - Home Based Ranch – equine therapy and mentoring for boys
 - Home Start – CHAT therapy, STEP parenting, Community Services for Families in home parenting support
 - Rady Children's' Outpatient Psych for EPSDT
- Coordination and counseling for foster and homeless students and their families at the District and school sites.
- GOALS – The Collaborative coordinated a review of at-risk students with: counselors, Sheriff, Child Welfare, West Hills and Santana administrators. These meetings gave us the opportunity to study more than 25 students and families and develop additional resources to serve and support them.

2. Substance Abuse and Safety Prevention – Santee Solutions Coalition

The following programs were completed in 2015-16 by Collaborative members and Santee Solutions Coalition. TUPE Grant with Club Live at four sites includes youth leadership.

- Assessment of all off-sale establishments for alcohol
- Park Assessment and coordinating with San Diego River Park Conservancy
- Alcohol Server Training
- Coffee with the Captain

In addition to the work done by Santee Solutions Coalition (SSC), the Santee School District (SSD) and the Grossmont Union School District (GUHSD) have a Tobacco Use Prevention and Education (TUPE) grant that has increase student leadership opportunities to prevent youth smoking tobacco. SSD had five Club Live Youth Groups for middle school youth and West Hills High School has a Friday Night Live Chapter. These groups attend county leadership conferences during the winter. This consortium will apply again for TUPE funding next month.

3. *Outreach*

- Coordinated getting volunteers for the Kaboom Playground building event. Approximately 150 people from all areas of the community and Forrester Corporation built two beautiful playgrounds at the ASA softball fields next to Rio Seco School.
- Recruited and staffed the clothing tent at San Diego Veterans Stand Down during the summer.
- Sponsored parenting programs throughout the community on communication, helping your child succeed in school and various parenting programs for military connected families through Fleet and Family Support Center.
- Examined the health and demographic data of Santee. Critical areas where the City of Santee needs improvement are: arthritis, cancer, acute and chronic substance abuse, and self-inflicted injury (suicide attempts). Health areas where Santee is better than county average are: asthma, homicide, motor vehicle and pedestrian crashes.
- Cultural Competency topics were: Military life panel and LGBTIQ; and Speed Networking to understand the services and support other members provide to Santee.

4. *Homelessness*

- Point in Time Count – responsible for recruiting San Diego Christian College (SDCC) to serve as a deployment site for Santee. More than 30 volunteers to participate in the Regional Point in Time Count. SDCC volunteer at Santee Success Program and with Cajon Park – Santee TLC initiative.

- Education for Homeless Children and Youth grant from the California Department of Education to work with more than 325 students and their families and increase school support. This grant is in collaboration with the La Mesa Spring Valley school district. Santee is the only grant awarded to an elementary district in the county. The funds provide for a .4 FTE counselor.
- Member Outreach for homeless: Veteran's Village, Courage to Call, San Diego Christian, Health and Human Services, Family Health Centers of San Diego and McAllister Institute.

5. *Military*

- Fleet and Family Support Center provide weekly programs at the Santee Branch, located at Chet F. Harritt School.
- Coordinator participates in regional training for District liaisons to learn about the issues of military families. Santee School District was selected to pilot Trevor Romain Resiliency Project with training and implementation scheduled for fall.
- Family Readiness Express provided resources for military families at Chet F. Harritt School and Walmart.
- Santee Family Medicine is a community clinic that opened in summer and serves families with Tri-Care.

6. *Santee TLC*

- Grant initiative awarded by United Way of San Diego County to create and coordinate a collective impact network at Cajon Park School. The three objectives of this initiative are: enhance school climate & culture; engage family, school and community partners; and improve attendance and academics at Cajon Park.
- Grant extended for an additional year with additional funding that pays for .5 FTE counselor at Cajon Park.
- Tiered level of support for students including: social/emotional support for all students at the classroom level. Cool down kits for students; check and connect volunteers to work with indicated students; and student nurses from SDSU and Azusa Pacific to help with families and students.
- Parent leaders supporting other families and marketing the change on campus.
- Teacher leaders participating in process and providing feedback.
- Community partners providing additional support on campus to help students and their families.

- Evaluation of process and outcomes by subgroup and as whole school.

Growth Areas/Concerns

These area areas that Santee Collaborative will address in 2016-16:

- Celebrate 20 years as a community collaborative and plan for the next 20 years.
- Network and Resource Sharing – formalizing resource pathways and examining how to collect data that leads to increased sharing of support and addressing the mission of the Collaborative.
- Homelessness - develop an understanding of what the homeless problem looks like in Santee; study impact and the possible solutions.
- Develop resource center to support the needs of families in the community.
- Transportation – study the public transportation needs and make recommendations.
- Volunteers – develop database of volunteer opportunities and training in connecting to the community.
- Connection to Law Enforcement – the Collaborative would like to have regular participation from law enforcements at meetings.
- Increased evaluation and documentation of what is being done to show outcomes.

**Santee Community Collaborative
Proposed Budget 2016-17**

Revenue	Budget
LEA Medi-Cal Carryover:	\$85,470.01
Attributable to SLP Claims in Prior Years:	\$1,288.00
All Other Funds:	\$84,182.01
Total LEA Medi-cal Available for 2016-17	<u><u>\$85,470.01</u></u>

Total Available for 2016-17 **\$85,470.01**

Expenses- Staffing	Budget
Collaborative Coordinator Salary - .55 FTE	\$45,889.80
Health & Welfare - .55	\$3,960.00
Fringe Benefits - 23.3166%	\$10,699.94

Expenses- Supplies	
Printing and Duplicating	\$300.00
Meeting Supplies/Food/Recognition	\$300.00
Mileage	\$1,000.00
Postage	\$30.00
Office Supplies	\$75.00

Expenses- Contracts	
Billing Contract	\$6,000.00

Expenses- Program Expenses	
Parenting for District (flyers and child supervision)	\$1,000.00
Additional Programs for Collaborative	\$6,712.00
Carryover Set Aside and Expenses for SLP Staff	\$1,288.00
Additional Collaborative Programs	\$2,579.01

Subtotal	\$79,833.75
Indirect Cost 7.06%	\$5,636.26

Total for FY 2016-17 **\$85,470.01**

Consent Item D.4.5. Approval to Submit Tobacco-Use Prevention Education (TUPE) Consortium Application with San Diego County Office of Education and east region districts for Sixth, Seventh and Eighth Grade Students

Prepared by Tim Larson
November 15, 2016

BACKGROUND:

The Tobacco Use Prevention Education (TUPE) Grant is offered by the California Department of Education to promote tobacco free school campuses for 6th through 12th grade students. This grant's purpose is to give students the knowledge and skills they need to live tobacco free life. The funds provide tobacco-use prevention, intervention, youth development and cessation programs only. TUPE applications are due December 10, 2016 and the grant is expected to be awarded in March, 2017. The grant would begin July 1, 2017 and end June 30, 2020.

Santee would like to participate in a consortium formed by the San Diego County Office of Education and other east county Tier 2 applicants. There is a stronger likelihood that the grant will be awarded to the consortium. Consortium member districts include: Cajon Valley, Grossmont Union, Lemon Grove, and Santee School Districts.

Each District would receive \$45 per student in 6th-12th grade with \$.90 per student going to SDCOE for project administration and reports. The Santee School District would receive \$86,792 over 3 years of services (\$28,931 annually) for district wide tobacco prevention program, youth development, intervention and cessation. The program helps provide a comprehensive strategy to reduce use of tobacco by youth. This is a decrease of more than \$21,000 dollars from the previous grant.

These are the components of the Consortium TUPE project for Santee School District:

- **Evidence based curriculum** – TUPE requires that we continue to offer the evidence based curriculum, Project Alert in 7th and 8th grades. Each school will receive funds to provide training and support for the teachers at their site.
- **Broad based collaborative** – This program requires a collaborative and a coordinator to oversee the program - The Collaborative Coordinator would administer this grant and use the Santee Collaborative and Santee Solution Coalition as the broad based collaborative for Santee.
- **Smoking cessation classes for interested pregnant and parenting minors** – The School Counselor/School Social Worker will be trained and be available to offer cessation classes to interested students. Santee will also partner with the Grossmont Union High School to provide more extensive treatment options for pregnant and parenting teens if necessary. The MOU for this service if it is necessary is included in this board item.

- **Youth development** - After school leadership groups for middle school students with a prevention focus will be available at 4-7 schools with a certificated staff person at those sites receiving a stipend for conducting the tobacco prevention leadership groups. These leadership groups will partner with Project SAFE, Santee Solutions, Santee Teen Center and Club Live, to train students and teachers on prevention strategies and youth leadership. Grossmont District Friday Night Live Chapters may send high school mentors to support Club Live when appropriate.
- **Participation in school/community wide programs** - Santee School sites will participate in “World No Tobacco Day” and “Great American Smokeout Day” to support tobacco free environments for all students. Participation can mean school/classroom speakers, presentations by youth, proclamations by the Board of Education or information provided in parent newsletter.
- **California Healthy Kids Survey** - Santee must participate in the California Healthy Kids Survey Core Modules in 2019 and TUPE will pay the cost of that survey and the District and site reports.

RECOMMENDATION:

It is recommended that the Board of Education accept the TUPE grant to provide tobacco prevention education programs on all school campuses.

FISCAL IMPACT:

The grant provides \$86,792 over three years to pay for staffing and the program includes funding for a .05 FTE coordinator as well as additional funds to support school sites.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.

**Applicant Agency: San Diego County Office of Education (SDCOE)
Cohort I Tier 2 Tobacco-Use Prevention Education Program (TUPE) Grant**

The San Diego County Office of Education (SDCOE) has established an agreement, if funded, with the listed member district Superintendents participating in Cohort M Tier 2 TUPE Grant dated July 1, 2017 to June 30, 2020.

The SDCOE and all school districts and schools represented in the application agree to:

1. Enforce the tobacco-free district policy
2. Neither receive nor apply for funds from the tobacco industry or any agency which has received funding from the tobacco industry
3. Administer the district-level CHKS core module in grades 7, 9, and 11 as appropriate.
4. Report survey results by school site and student ethnicity and race to the extent possible
5. Publicly report survey findings to district stakeholders and community partners
6. Submit all required reports by designated due dates
7. Expend funds as detailed in the approved application
8. If randomly chosen, participate in the California Student Tobacco Survey (CSTS) administered by the California Dept. of Public Health (CDPH)
9. Download and keep on file the Assurances and Certifications located on the CDE Funding Forms Web page located at <http://www.cde.ca.gov/fg/fo/fm/ff.asp>.

Consortium member districts further agree to:

1. Identify a District level TUPE Project Coordinator responsible for the overall coordination and documentation of project activities; attending a minimum of two meetings a year with the County TUPE Coordinator to monitor the implementation of the grant; attend CHKS Administration and Results training; and provide information and reports to the County TUPE Coordinator as necessary to fully implement the grant.
2. Identify a TUPE contact person at each school site responsible for ensuring all grant activities are implemented at the school sites including the collection of data. Grant activities include implementation of Project Alert in grades 7/8 and TND in grades 9/10 with fidelity; youth development strategies including developing Friday Night Live and Club Live chapters that develop the next generation of tobacco free advocates; tobacco intervention and cessation activities; other supplemental activities as determined by the District Coordinator to ensure the school population is served with activities that focus on the prevention of tobacco use.

The County TUPE Coordinator further agrees to:

1. Provide technical assistance, resources, information, and training in the grant components, including – implementing the tobacco-free policy; administering the

CHKS; implementing research validated curriculum with fidelity; youth development strategies, and intervention and cessation services.

2. Provide overall grant management including collecting data from each district; ensuring grant goals and objectives are met; and writing and submitting required reports.
3. Provide a minimum of two meetings per year for TUPE Project Coordinators to assist in the grant implementation
4. Oversee the recertification of tobacco free school district
5. Serve as a liaison with County prevention partners, agencies, and stakeholders supporting the purposes of the grant.

The SDCOE further agrees to:

1. Provide payment, if funded, to member districts at the rate of \$45 per pupil based on 2015/16 P-2 ADA for grades 6 – 12 minus 2%. The SDCOE will retain 2% of the total grant in order to provide the services provided by the County TUPE Coordinator in the paragraph above.

Applicant Agency: San Diego County Office of Education

**Tier 2 Tobacco-Use Prevention Education Program (TUPE) Grant
Memorandum of Understanding
Member District Certification**

The Superintendent of Schools (or designee), San Diego County Office of Education, has established an agreement, if funded, with the listed member district Superintendents participating in Cohort M Tier 2 TUPE Grant dated July 1, 2017 to June 30, 2020.

The signature below documents that the member consortium district and Superintendent (or designee), if funded, supports the Tier 2 TUPE Grant Memorandum of Understanding.

San Diego County Office of Education

Printed Name _____ Title _____

Signature _____ Date _____

Grossmont Union School District

Printed Name _____ Title _____

Signature _____ Date _____

Cajon Valley Union School District

Printed Name _____ Title _____

Signature _____ Date _____

Lemon Grove School District

Printed Name _____ Title _____

Signature _____ Date _____

Santee School District

Printed Name Tim Larson _____ Title Asst. Supt., HR/Pupil Services

Signature _____ Date _____

Memorandum of Understanding

The purpose of this Memorandum of Understanding is to establish a referral process for placement consideration of Santee School District (SSD) pregnant minors and minor parents in the Grossmont Union High School District (GUHSD) East San Diego County, California School Age Families Education (Cal-SAFE) Program located at Grossmont High School. Referred students will be considered on an individual basis. Students will be accepted into the GUHSD Cal-SAFE Program if a review of factors, including age and attendance history of the student, indicates a high potential for success. This program meets the compliance requirements for the Tobacco Use Prevention Education (TUPE) Grant programs.

- I. **Term:** This Memorandum of Understanding shall begin on July 1, 2017 and will extend through June 30, 2020.

- II. **Services:** The following services are offered by the program:
 - Referral to prenatal and related support services
 - Referral to health and developmental screenings
 - Child development classes
 - Child birth education
 - Individualized tobacco-related counseling and advocacy services
 - Motivational tobacco-related prevention messages
 - Outreach services and assessment of smoking status
 - Smoking cessation services
 - If appropriate, incentives to maintain a healthy, tobacco-free lifestyle
 - Follow-up tobacco-use assessment
 - Maintenance and tobacco-use relapse-prevention services

- III. **Confidentiality and Non-Discrimination Practices:** All parties agree to abide by all statutes for the protection of family/client confidentiality. The rights of all will be respected without regard to color creed, religion, sexual orientation, gender, ethnicity, nationality, health disability, or other individual difference.

- IV. **Indemnification:** Grossmont Union High School District hereby indemnifies, defends, and holds harmless Santee School District, its Board, officers, employees, agents, independent contractors, 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 temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of Grossmont Union High School District, its Board, officers, employees, agents, independent contractors, consultants, or other representatives.

Santee School District hereby indemnifies, defends, and holds harmless Grossmont Union High School District, its Board, officers, employees, agents, independent contractors, 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 temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the Santee School District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

Grossmont Union High School District shall have no obligation to indemnify, defend, or hold harmless Santee School District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the Santee School District's sole negligence or willful misconduct; and the Santee School District shall have no obligation to indemnify, defend, or hold harmless Grossmont Union High School District, its Board, officers, employees, agents, independent contractors, consultants and other representatives for Grossmont Union High School District's sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract of final payment hereunder, and is in addition to any other rights or remedies that Grossmont Union High School District or Santee School District may have under the law or this contract.

- V. **Insurance:** Grossmont Union High School District shall maintain Public Liability and Property Damage Insurance to protect them and the Santee School District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability	\$1,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$1,000,000 per occurrence
Umbrella Liability	\$4,000,000 per occurrence

Workers Compensation will be in conformance with the laws of State of California and applicable federal laws.

- VI. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days' written notice.

Santee School District

Grossmont Union High School District

Tim Larson
Assistant Superintendent

Tim Glover, Ed.D.
Superintendent

Date

Date

Consent Item D.4.6. Approval of Agreement to Provide Software Services in Complying with Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010 between Santee School District and eBenefits Solutions, LLC

Prepared by Tim Larson
November 15, 2016

BACKGROUND:

This agreement will allow eBenefits Solutions, LLC, to provide the tools necessary to assist Santee School District in complying with the requirements of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010.

In addition, eBenefits Solutions, LLC, agrees to protect the privacy and security of any such Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability Act (“HIPAA”).

These agreements will be in effect on the “go-live” date and shall last for twenty-four (24) months with an automatic renewal for an additional twenty-four (24) month term upon expiration of the initial term unless the parties negotiate a new agreement. Either party may terminate the agreement without cause upon 90 days advanced written notice to the other party.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreements with eBenefits Solutions, LLC to provide support for the Santee School District with ACA compliance.

FISCAL IMPACT:

The annual estimated cost for these services will be \$21,140 paid by the General Fund.

STUDENT ACHIEVEMENT:

This is a personnel item.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.6.

AGREEMENT FOR SERVICES

This agreement (the “**Agreement**”) is effective the 8th day of November, 2016, between **Santee School District** (hereinafter referred to as “**Client**”) and EBenefits Solutions, LLC, (hereinafter referred to as “**Company**”).

Whereas, Company is engaged in providing software solutions for employers providing benefits to their employees, including tools to assist employers in complying with the requirements of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 (collectively, the “ACA”);

Whereas, Client is desirous of engaging a company that can provide software solutions for employee benefits enrollment and administration; and

Whereas Client has requested and Company has agreed to make available the use of certain software and to provide certain services on the terms and conditions set forth in the attached Exhibits, on a non-exclusive basis.

Now, therefore, in consideration of the foregoing recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. This Agreement includes the following “**Exhibits**,” each of which are hereby incorporated by reference and made a part of this Agreement:
 - a. Exhibit 1 – General Terms and Conditions
 - b. Exhibit 2 – ACA Compliance Module Scope of Service
 - c. Exhibit 3 – Fees and Payment Schedule
 - d. Exhibit 4 – Implementation Process
 - e. Exhibit 5 – HIPAA Business Associate Addendum
2. As set forth in the attached General Terms and Conditions and other Exhibits to this Agreement, Company shall provide Client and its Covered Employees, access to, and use of, Company’s internet portal and software, and provide the Services described in the Exhibits.
3. Any and all notices, requests, demands, or other communications which relate to the other party’s failure to perform, or which otherwise affect either party’s rights under this Agreement will be deemed properly given when furnished by receipted hand-delivery to the other party, delivered by a receipted express courier or overnight delivery service, or delivered by the U.S. Postal Service (postage prepaid, certified mail, return receipt requested). Sender will address all notices, requests, demands, or other communications to the recipient at the address below.

If to Client, the communication will be sent as follows:

Santee School District
Attn: Tim Larson
9625 Cuyamaca Street
Santee, CA 92071

If to Company, the communication will be sent as follows:

EBenefits Solutions
Attention: Kismet Toksu, President
U.S. Steel Tower
600 Grant Street, Suite 5600
Pittsburgh, PA 15219

4. In the event of any conflict between any provisions of this Agreement for Services, the attached General Terms and Conditions and/or any Exhibit (other than the Business Associate Agreement), schedule, or attachment, the provisions the General Terms and Conditions shall control. The foregoing notwithstanding, in the event of a conflict between the Business Associate Agreement attached as Exhibit 5 and this Agreement for Services or any Exhibit, the Business Associate Agreement shall control.

In Witness Whereof, and intending to be legally bound, Company and Client have each caused this Agreement to be executed by its duly authorized representative.

EBenefits Solutions, LLC.	Santee School District
By: _____	By: _____
Name: <u>Kismet Toksu</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: _____	Date: _____

EXHIBIT 1

General Terms and Conditions

These General Terms and Conditions shall apply to the System and all Services provided pursuant to the Agreement. In consideration of the mutual undertakings contained in the Agreement, these General Terms and Conditions and the attachments to the Agreement, the Parties agree as follows:

ARTICLE 1: DEFINITIONS.

All capitalized terms shall have the meaning set forth in the Agreement, unless otherwise defined herein.

Acceptance is defined in **Section 4**, below.

Agreement means the Agreement for Services to which these General Terms and Conditions are attached, these General Terms and Conditions, all other exhibits and appendices to the Agreement for Services, and all documents incorporated by reference herein. The foregoing together shall constitute the Agreement.

Application means Company's proprietary software application as specified in the Quotation and as may have been configured for Client's use (subject to applicable customization fees), as well as all related documentation provided to Client.

Benefit Providers means insurance carriers, health benefit providers, disease management providers, and other third parties that Client authorizes Company to either provide Data or to grant access to Data.

Client means the entity identified as the Client in the Agreement for Services.

Client Elements means Client's trade names, trademarks, service marks, logos, slogans, and trade dress, and all intellectual property rights relating thereto.

Client Site means, individually and collectively, the Client website(s) located through the URL(s) to be provided to Company by Client.

Company means EBenefits Solutions, LLC. and its successors and assigns.

Company's Intellectual Property means the Application, the Documentation, the Portal and all materials provided by or on behalf of Company to Client, and all related intellectual property rights, including, but not limited to, all trade name, trademark, copyright, trade secret and patent rights.

Covered Employee means any employee of Client eligible for benefits offered by Client.

Data means data provided either by or on behalf of Client or a Covered Employee under the Agreement, or created from such data.

Data Center means, individually and collectively, the physical location(s) where Company hosts the System.

Documentation means written descriptions of the features and functionality of the Application, including applicable user manuals for administrators, implementation plans, and such other documents as Company may create for Client.

Normal Work Hours means 8:00 a.m. to 5:00 p.m. U.S. Eastern Time, excluding weekends and those legal holidays observed by Company.

Party means either Company or Client, and Parties means Company and Client.

Payment Schedule means the schedule of payments attached as **Exhibit 3**.

Portal means the Company website through which the Services are provided and through which Client and Covered Employees will provide Data.

Quotation means the Proposed Service Fees attached in **Exhibit 3**.

Required URLs means the universal resource locator(s) (URL(s)) provided by Company for use by Client as hyperlinks from the Client Site to the Portal. Client will permit access to the Portal only from the Client Site.

Requirements Document means the document(s) listing the specifications and requirements of the Services, including the manner in which the Services will be provided, as such document(s) may be amended or supplemented from time to time. The Requirements Document will be prepared by Company after reviewing the Plans and consulting with Client. The Requirements Document or portions thereof will be submitted to Client for approval. Upon approval, the Requirements Document will be incorporated by reference into this Agreement. Company shall have no obligation to perform under the Requirements Document until it is approved by Client.

Services means the services to be provided under the Agreement, as described in **Exhibit 2**.

System means, collectively, the Applications, the Portal, and the Third-Party Components.

Term means the term of the Agreement, as specified in these General Terms and Conditions and the attached Payment Schedule.

Third-Party Components means the (i) Third-Party Equipment, Third Party Software, and Services; or (ii) items within the public domain used by Company in providing the Services under the Agreement.

Third Party Equipment means any computer hardware or other equipment located at the Data Center that Company utilizes or permits a Client to utilize, in the performance of the Services.

Third Party Software means any software that Company licenses from an entity that is not a party to the Agreement and which Company utilizes, permits Client to utilize, and/or sublicenses to Client.

Users means Client and Covered Employees and all agents of Client authorized by Client to use the System.

ARTICLE 2: SERVICES.

2.1 Access and Use of the Application. During the Term, Client shall have the limited, non-exclusive, and non-transferable right in the United States to (i) access through the Portal and use the Application, configured and hosted by Company, solely for its own internal use, (ii) use the Documentation, make copies of the Documentation and distribute the Documentation to Users only as reasonably required for its own internal use, and (iii) include on the Client Site the Required URLs referencing and linking to the Portal. Client will use, and permit Users to use, the Application, Documentation and Portal only as contemplated by, and specified in, the Agreement, including, without limitation, these General Terms and Conditions.

2.2 Implementation Services. Company shall provide the implementation services as set forth in **Exhibit 4** to the Agreement.

2.3 Services. During the Term, Company shall provide the services set forth in **Exhibit 2** to the Agreement, "Services Provided by EBenefits Solutions."

2.4 Hosting and Data Retention. All Data entered by or on behalf of Client or Users, or created based on such Data, will reside on equipment operated by Company or its affiliates. Such Data will be included in Company's standard data backup. Company is responsible for establishing and maintaining adequate operational back-up and disaster recovery provisions and procedures for Data. Client is responsible for establishing and maintaining adequate operational back-up and disaster recovery provisions for its Data.

2.5 ERISA. The Parties acknowledge and agree that Company is not intended to be a "Fiduciary" under the terms of the Employment Retirement Income Security Act (29 U.S.C. §1001, et. seq.) or any related regulations (referred to collectively as "ERISA"). The Parties further acknowledge and agree that none of the services provided by Company are fiduciary functions and that Company shall have no discretion in the management of any benefit plans offered by Client.

2.6 Portal; Company's Internet Protocol (IP) address. Unless otherwise specified, all Services will be provided through the Portal. Elements of the Client Site may be used in the Portal, at Client's discretion, and the Portal may include Client Elements. Copyright notices with the "E Benefits Solutions" name and/or logo may be placed on each page of the Portal.

2.7 Use of Client Elements. Client grants to Company for the sole purpose of delivering the Services a limited, non-exclusive, right within the United States during the Term to (i) use the Client Elements provided to Company by Client, and (ii) "push," or re-transmit, display, deliver, or direct Users to, any one or more pages from the Client Site to users of the Portal if Client requests that Company do so in order to answer questions from users of the Portal. (The rights granted under this Section will automatically terminate upon the expiration or earlier termination of the Agreement.) Company agrees that title to and ownership of the Client Elements remain at all times with Client. Company will use the Client Elements in accordance with Client's usage guidelines, as provided to Company, including any modifications to such guidelines that are provided to Company from time to time, and exactly in the form, color, and size provided by Client. Client will provide all necessary artwork to Company in an appropriate digital format and at Client's expense. Company will not form any combination marks using one or more of the Client Elements in combination with the marks or logos of Company or any other person or entity. Company will not take any action inconsistent with Client's ownership of the Client Elements. Company will take appropriate measures to maintain, in connection with its use of the Client Elements, the integrity and rights of Client in and to the Client Elements, and will use commercially reasonable efforts to immediately notify Client if Company becomes aware of any threatened or actual conflict with

or challenge against one or more Client Elements. Company will not use any Client Element except as contemplated by, and specified in, the Agreement and these General Terms and Conditions. All rights, duties, and obligations set forth in this Section relating to the Client Elements that bind or inure to the benefit of Company will concurrently bind and inure to the benefit of any third party appointed by Company to provide a portion of the Services (including, but not limited to, any third party that may "push" pages from the Client Site to users of the Portal as requested by Client). Company will be responsible for the performance of its third party providers in accordance with the Agreement and these General Terms and Conditions.

2.8 Not a Tax Return Preparer. Company does not, and shall not be deemed to provide tax or legal advice in providing the Services. Company will use reasonable efforts to ensure that the Services are current and accurate, but due to rapidly changing tax rates and regulations which require interpretation by Client's qualified tax and legal professionals, Client bears full responsibility to determine the applicability of the output generated by the Services and confirm its accuracy. To the extent that Client elects and receives services related to its reporting obligations under the ACA (including, but not limited to, completion and transmission of IRS Forms 1094-C and 1095-C), the Parties acknowledge and agree that the Company and its officers, directors, and employees are not acting as, are not assuming any obligations as, and are not intended to be, "tax return preparers" under the terms of Section 7701 of the Internal Revenue Code (26 U.S.C. §7701) or any related regulations when performing such services and to the extent that it is determined by any regulatory agency that Company is or was a "tax return preparer", Client shall indemnify Company as set forth in **Section 10.2**. The parties further acknowledge and agree that Client's information reported on the IRS Form 1094-C and IRS Form 1095-C and transmitted to the IRS is information that does not constitute a substantial portion of any return of tax for the Client.

3.0 CLIENT RESPONSIBILITIES.

3.1 List of Client Responsibilities. Included as a part of **Exhibit 2** is a summary of "Services Provided by the Client or Policyholder". These Services shall be responsibilities of Client. Client shall perform the obligations set forth in the Exhibits and these terms and conditions, including, without limitation, those specified below.

3.2 Users. Client shall provide Company, no less frequently than on the first business day of each month a complete, accurate, and updated electronic file, in a format agreed to by Company and Client, that includes: (a) a list of all persons who are Covered Employees and eligible Users; and (b) a list of all persons who, during the course of the previous month, ceased being Users. Company shall have the right to rely on the completeness and accuracy of these files, and Client shall be responsible for any errors, inaccuracy, or incompleteness.

3.3 Plan Design. To the extent required for Company to provide Services, Client shall provide Company detailed descriptions of the plan design for Client's employee benefits plan(s). Throughout the Term, Client shall provide Company with thirty (30) days advance written notice of any changes to any plan design, together with a detailed description of the revised plan design.

3.4 Data.

(a) Client shall not import, add, modify or delete Data by any method other than direct data entry through the Portal, without the prior written approval of Company.

(b) Client is responsible for maintaining adequate controls over its processing and Data transmissions, for monitoring the input of such processing and transmissions and for notifying Company of any non-conforming processing and/or transmissions.

(c) Company shall provide a user name and password to each individual that Client identifies as an authorized User. Client is responsible for accurately identifying its authorized Users, and Company shall have the right to assume that all such information it receives directly from Client is correct, up-to-date, and complete.

(d) Client shall be solely responsible for assigning access codes to its employees and agents who will access the System on behalf of Client. It is Client's responsibility to notify Company of any issues that require Data access modifications.

(e) Client shall be solely responsible for identifying the Benefit Providers to which Data and other information provided by Client or other Users may be transmitted by Company, and for determining when such Data transmissions should be discontinued. Company shall discontinue sending/transmitting Data to a Benefit Provider as soon as reasonably practical but in all events within five (5) business days of receipt of written notice from Client that such Data transmission should be discontinued. Company shall have the right to rely on Client's instructions in performing the Services.

(f) Client acknowledges and agrees that Company is not responsible for checking, verifying or editing Data content or completeness or for detecting errors or anomalies, regardless of whether such Data is provided by Client or entered by a User(s). Company shall have the right to rely on the completeness and accuracy of all Data, regardless of whether the Data is provided by or on behalf of Client or a Covered Employee.

(g) Client shall be solely responsible for verifying the accuracy and completeness of all Data provided by Client and/or a User(s). Client must report to Company any inaccuracies or other Data or Systems issues promptly after Client becomes aware of such issues.

3.5 Notification to Client's Employees. The Parties acknowledge and agree that Client is responsible for complying with any notifications, including all federal, state, and local notification requirements that may apply to Client. Company shall not be responsible for reviewing any notifications or for advising Client of the completeness, adequacy, timing, or accuracy of any such notifications.

3.6 Consents. Client shall be solely responsible for obtaining in a timely manner any consent required under federal or state laws, rules or regulations (including, without limitation, any consent required under HIPAA) for the transmission of Data to Company, the provision of Services to Client and Covered Employees by Company, and Company's provision of Data to any third parties in the performances of the Services (e.g., Benefit Providers). Client represents and warrants that it shall obtain and maintain throughout the Term, all such required consents in a timely manner. Company shall be responsible for obtaining in a timely manner any consent it is required to obtain under federal, state or local laws, rules or regulations.

3.7 Client Equipment. Client shall be solely responsible for selecting, purchasing, and maintaining any equipment and computer hardware and/or software required for Client or Users to access the Portal and use the Application.

3.8 Completion and Filing of Tax Returns and Similar Documents. Client shall be solely responsible for: (i) providing correct and accurate information as well as any agency information relating to reporting and/or reconciliations necessary for the

completion of any tax returns or similar documents; (ii) reviewing content and accuracy of all tax returns and similar documents; (iii) signing, acknowledging, and/or attesting to (as required) all tax returns and similar document; and, if applicable, (iv) directing Company to file or electronically transmit, on Client's behalf, any tax returns, information returns or other similar reports or documents required by applicable federal, state or local laws and regulations. Although Company, as part of its services hereunder, may assist in compiling or otherwise populating the content and information to be included on any such returns, reports or documents, nothing herein shall relieve Client of its responsibility to complete, review, and certify (by signature or attestation) any tax documents and/or make Company a "tax return preparer" within the meaning of Section 7701 of the Internal Revenue Code (26 U.S.C. §7701) or any related regulations.

ARTICLE 4: ACCEPTANCE.

The System, as implemented for Client, shall be deemed accepted as of the earlier of (i) the first date that Client grants access to the System to any Covered Employee; or (ii) thirty (30) days after Company notifies Client that the System implementation is completed, provided that during such thirty (30) day period Client does not notify Company in writing of any material errors or malfunctions in the System that prevents the System from providing the features or functionality set forth in the Documentation (the "**Error Notice**"). In the event that Client provides Company with an Error Notice, Company shall use commercially reasonable efforts to provide Client with a correction or a reasonable workaround. In the event that Company does not provide a correction or a workaround within thirty (30) days of the date Company receives the Error Notice, Client shall have the right to terminate the Agreement upon written notice to Company, which right of termination must be exercised within sixty (60) days of Company's receipt of the Error Notice, unless otherwise agreed by the Parties in writing. Under this Section, Client's right to terminate the Agreement shall be Client's sole and exclusive remedy.

ARTICLE 5: OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY.

5.1 Ownership of Data. All Data provided by Client to Company shall remain the property of Client. The foregoing notwithstanding, Company shall have a perpetual, full paid-up license to use and disclose solely in furtherance of Company's business, any Data that: (i) either does not include "Protected Health Information" as defined by HIPAA or has been de-identified as required by HIPAA, and (ii) has not been identified by Client in writing as Confidential Information or could not reasonably be expected to be confidential based on the nature of the disclosure. In addition, the business records of Company and all other records, electronic or otherwise, created or maintained by Company in performance of the Agreement will be and remain Company's property, with the exception of those records containing Protected Health Information of Client's employees. All de-identified information created by Company in compliance with the Agreement will belong exclusively to Company. Upon termination of this agreement, Client shall have access to retrieve data, including employee and benefit information, specific to the Client.

5.2 Ownership of Intellectual Property. Client acknowledges and agrees that title to and ownership of Company's Intellectual Property are and will remain vested in Company at all times and for all purposes. Client will not knowingly take any action inconsistent with Company's rights in and to Company's Intellectual Property. At Company's reasonable request, Client will assist Company in maintaining the integrity of its rights in and to Company's Intellectual Property, at Company's sole cost and expense. Client will use commercially reasonable efforts to notify Company if Client becomes aware of any threatened or actual conflict with or

challenge against any of Company's rights in and to Company's Intellectual Property.

ARTICLE 6: ACCESS.

6.1 Monitoring Access. Client will be responsible for assigning and monitoring access to the System by its employees, third party consultants to Client and anyone accessing the System on Client's behalf or utilizing access codes provided to Client, including all Users. It is Client's responsibility to inform Company of any issues that require System or Data access modifications. It is Company's responsibility to inform Client of an improper access to the System by Client's employees, third party consultants or anyone accessing the System on Client's behalf or utilizing access codes provided to Client, including all Users, if, and only if, Company becomes aware of such improper access.

6.2 Unauthorized Access. Client shall be allowed to access only its instance of the Application and its Data. Client will not attempt to gain or allow access to any data, files or programs to which it is not entitled under the Agreement and, if such access is obtained, as soon as Client learns of such access Client will destroy such materials or return them to Company and, to the extent Client is unable to do so, will safeguard the same as Company's Confidential Information.

6.3 Disabling Access. Company may, in its sole discretion, disable access to the System or applicable portions thereof and notify Client within twenty-four (24) hours of the reason for disabling access, in the event Company determines that Client, anyone affiliated with Client or using access codes assigned to Client (i) is not an authorized user, (ii) is attempting or has attempted to interfere with or disrupt the System or other users of the Application, including by uploading any virus, worm, disabling device, or other unauthorized device, (iii) is attempting or has attempted to copy any Application or gain access to portions of the System which it is not authorized to access, or (iv) is attempting or has attempted to access any portion of any other system maintained by Company for any other client. Upon disabling the System, Company and Client shall work in good faith to re-enable the System as soon as reasonably practical.

ARTICLE 7: PAYMENT TERMS.

7.1 Fees. **Exhibit 3** sets forth all fees and payments due under the Agreement.

7.2 Payment Terms. Client agrees that Client is solely responsible for the payment of all fees (and taxes if any) relating to the use of the System by or on behalf of Client and Covered Employees. All monthly invoices for Services shall be issued thirty days in advance of the month during which such services are to be rendered. Client agrees to pay all invoiced amounts within forty-five (45) days of the receipt of an invoice. Any invoice outstanding beyond sixty (60) days from the due date shall be subject to a late fee equal to 1.5% per month. Undisputed invoices unpaid beyond ninety (90) days shall be deemed to be a material breach by Client and may result in suspension or termination of Client access to the System and in termination of the Agreement.

ARTICLE 8: COMPANY REPRESENTATIONS AND WARRANTIES.

8.1 Warranties. Company represents and warrants that (i) Company has the right to grant Client the licenses provided for under the Agreement; (ii) the Services will be performed in a timely, professional, and workmanlike manner in accordance with applicable commercial standards; and (iii) the Services and System will be provided in the English language.

8.2 Disclaimer of Warranties. CLIENT ACKNOWLEDGES THAT (A) COMPANY IS IN NO MANNER RESPONSIBLE FOR ANY ACTION OR INACTION OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, HARDWARE, SOFTWARE, OR TELECOMMUNICATIONS VENDORS OR INTERNET SERVICE PROVIDERS; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT APPLY TO ANY SUBCONTRACTORS OF COMPANY; (B) ANY "AUTHORIZATION" BY COMPANY OF ANY SUCH THIRD PARTY DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD PARTY OR ITS PRODUCTS OR SERVICES; AND (C) COMPANY HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR FREE OR WITHOUT DELAY. THE PARTIES ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY EITHER PARTY EXCEPT FOR THE LIMITED WARRANTIES MADE IN THE AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY AND ITS AFFILIATES AND THEIR OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, SUPPLIERS, THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND THE LIKE DO NOT MAKE ANY WARRANTY (A) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; (B) THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR FREE OR WITHOUT DELAY; OR (C) OF ANY OTHER KIND, STATUTORY, EXPRESS OR IMPLIED, INCLUDING , BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Except as otherwise explicitly provided herein, neither (i) Company, (ii) any vendor providing equipment, software, or services to Company ("Vendor"), nor (iii) any director, officer, employee, affiliate, or agent of Company or any Vendor, will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, that may arise out of, or be in any way related to, the use of the System, including, but not limited to: (a) the suspension or termination of, or the inability to use, all or any part of the System; (b) the erroneous transmission of any data or the transmission of any erroneous data; (c) any failure or delay suffered or allegedly suffered by any party in receiving or sending any information; (d) the delivery or transmission of any virus, worm, or other disruptive device; or (e) any other cause in connection with the furnishing of services or notices by Company or the performance, maintenance, or use of, or inability to use, all or any part of the System; provided, however, the foregoing limitation of liability will not apply to the extent such loss, damage, cost or expense arises out of the gross negligence or willful misconduct of Company. In addition, neither (i) Company, (ii) any vendor providing equipment, software, or services to Company ("Vendor"), nor (iii) any director, officer, employee, affiliate, or agent of Company or any Vendor, will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, that may arise out of: (a) Client's negligence or willful misconduct; (b) the inaccuracy, incompleteness, or inadequacy of any Data provided by Client and/or User(s); (c) the transmission of any tax returns, information returns or other similar reports or documents required by applicable laws and regulations on behalf of Client and at Client's direction (d) Client's breach or alleged breach of this Agreement including any Client omissions; (e) the use, operation, or combination of the System with unapproved programs, data, or equipment; (f) any modifications to or markings of the System that are not specifically authorized in writing by Company; or (g) the use of the System in a manner for which it was neither designed nor contemplated.

ARTICLE 9: SYSTEM AVAILABILITY.

Company will maintain the following Service Level Standards with respect to the System:

9.1 Availability. The Portal shall be available no less than an average of 98.0% of the time during Normal Work Hours and an

average of 96.0% of the time outside of Normal Work Hours (as measured at the Portal) measured by Company on an annual basis. The determination of System availability shall not include times when the System is unavailable due to scheduled maintenance or to causes that are beyond Company's reasonable control (including, without limitation, any Force Majeure event, interruption in telecommunication services, failure of Client's or any User's equipment, network, or Internet service provider, power outage, failure, malfunction, or error in any application not provided by Company, or corrupt data provided by Client or any User). In the event that Company fails to meet the service levels contained herein, Client shall notify Company in writing of the service level failure, and Company shall have ninety (90) days to cure such failure(s). If Company is unable to establish that it has cured any identified service level failures within such 90-day period, Client may terminate this Agreement in accordance with the terms contained in Article 12.

9.2 Monitoring; Technical Problems. Company will monitor the performance and availability of the Portal and provide Client with an annual report of Portal availability. Company will provide Client with contact information for Company's principal business and technical representatives responsible for the performance by Company of its obligations hereunder (including e-mail, phone, pager and fax information, as applicable, for both during and after business hours).

ARTICLE 10: INDEMNIFICATION.

10.1 Indemnification by Company. Company shall indemnify, defend and hold Client and its officers, directors, employees, agents, affiliates, subsidiaries, successors, users and assigns harmless from and against any claim that the Application infringes a U.S. copyright, trademark or trade secret (an "**Infringement Claim**") at its own expense. Company shall defend Client against any Infringement Claim and pay all damage, cost or loss (including without limitation attorney's fees) and amounts that a court finally awards or that Company agrees to in settlement of such claim. Client shall: (i) immediately notify Company in writing of any Infringement Claim; and (ii) allow Company to control, and fully cooperate with Company in, the defense of such claim and all related negotiations. Company shall not be required to indemnify Client for any settlement that Client enters into without Company's prior written consent. If the operation or use of any Application becomes, or in Company's opinion is likely to become, the subject of any claim of infringement of any third party's intellectual property rights, then Company may, at Company's sole discretion and expense, either (a) procure the right for Client to continue to use the Application or (b) replace or modify the Application so that it becomes non-infringing while retaining substantially comparable functionality. If the foregoing is not possible on terms that are commercially reasonable in Company's judgment, then Company may terminate the Agreement upon written notice to Client. Company shall have no obligation to defend, indemnify or hold Client harmless against an Infringement Claim to the extent that such claim is based on Client's access or use of any Application(s) in violation of the terms of the Agreement. This **Section 10.1** states Company's entire obligation to Client regarding Infringement Claims.

10.2 Indemnification by Client. Client agrees to indemnify, hold harmless, and defend Company and its officers, directors, employees, agents, affiliates, subsidiaries, successors, users, and assigns from and against any and all damages or losses to person or property incurred in connection with any claim or cause of action by any person or entity who is not a Party to the Agreement to the extent based upon, arising from, or related to (i) the improper use of or access to the System; (ii) the inaccuracy, incompleteness, or inadequacy of any Data or information provided to Company by Client; (iii) the inaccuracy or incompleteness of any information that is included in the Requirements Document and approved by Client;

(iv) the ineligibility of any employee of Client, or any other person, for any benefit, product, or coverage offered by Client; (v) any negligence or willful misconduct of Client and/or its officers, directors, employees, agents, or affiliates; (vi) any failure of Client to comply with HIPAA, or any other applicable federal or state law or regulation; (vii) an allegation that the Client Elements provided by Client to Company hereunder infringe any patent, copyright, trademark, trade secret, or other intellectual property right of a third party, provided that the allegation of infringement is not a result of Company's unauthorized alteration of the Client Element(s); (viii) the design of Client's benefit plan(s), the administration of Client's benefit plan(s) or any decisions or determinations related to the Client's benefit plan(s); (ix) the completion, signing, certification, and directed filing/transmission of any federal, state or local tax returns, information returns or other similar reports or documents of Client; or (x) any determination, claim, or allegation made against Company alleging Company is or was a "tax return preparer" under the terms of Section 7701 of the Internal Revenue Code (26 U.S.C. §7701) or any related regulations when performing the Services.

ARTICLE 11: LIMITATION OF LIABILITY.

CLIENT ACKNOWLEDGES THAT (A) CLIENT IS SOLELY RESPONSIBLE FOR COMPLYING WITH ANY FEDERAL, STATE, OR LOCAL NOTIFICATION REQUIREMENTS THAT MAY APPLY TO CLIENT; (B) COMPANY IS IN NO MANNER RESPONSIBLE FOR ANY ACTION OR INACTION OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, HARDWARE, SOFTWARE, OR TELECOMMUNICATION VENDORS OR INTERNET SERVICE PROVIDERS; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO SUBCONTRACTORS OF COMPANY; (C) ANY "AUTHORIZATION" BY COMPANY OF ANY SUCH THIRD PARTY DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD PARTY OR ITS PRODUCTS OR SERVICES; AND (D) COMPANY HAS NOT REPRESENTED OR WARRANTED THAT THE SYSTEM OR THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR FREE, OR WITHOUT DELAY. IN NO EVENT SHALL: (i) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) COMPANY'S CUMULATIVE LIABILITY HEREUNDER EXCEED THE LESSER OF \$50,000 OR THE SUM OF THE LICENSE FEES PAID BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO LIABILITY.

ARTICLE 12: TERM AND TERMINATION.

12.1 Term and Termination. The initial Term of the Agreement shall commence on the "go-live" date, as defined in the attached Payment Schedule, and shall last for twenty-four (24) months (the "Initial Term"), unless earlier terminated by the Parties in accordance with this Article 12. The Agreement will automatically renew for an additional twenty-four (24) month term upon the expiration of the Initial Term unless the Parties (1) negotiate a new agreement, or (2) terminate the Agreement in accordance with this Article 12.

12.2 Termination for Convenience. During the Initial Term of this Agreement, Company may terminate the Agreement without cause upon 90 days advance written notice to Client. After the expiration of the Initial Term of the Agreement and in any subsequent agreement term, either party may terminate the Agreement without cause upon 90 days advanced written notice to the other party. In addition, Company may terminate the Agreement as provided in **Sections 10.1 and 14.3** and Client may terminate the Agreement upon written notice to Company as provided in **Sections 4, 9.1 and 14.3**.

12.3 Termination for Cause. Either Party shall have the right to terminate the Agreement if the other Party materially breaches the Agreement. The non-breaching Party electing to terminate the Agreement shall send a notice of termination to the breaching Party specifying each breach with reasonable specificity and the Agreement shall be terminated thirty (30) days following delivery of such notice unless during such thirty (30) day period either: (i) the breaching Party shall have cured each such breach, or (ii) with respect to a breach which may not reasonably be cured within such thirty (30) day period, the breaching Party and the non-breaching Party have agreed upon a plan to cure the breach (the “Cure Plan”), provided that it shall be deemed a material breach of the Agreement if the breaching Party fails to timely provide the cure in accordance with the Cure Plan, in which event the non-breaching Party shall have the right to terminate the Agreement upon written notice to the breaching Party. Termination of the Agreement by the non-breaching Party shall not relieve the breaching Party from liability for any breach of, or other obligations arising under, the Agreement occurring before such termination.

12.4 Effect of Termination. Sections 2.5, 2.6, 2.7, 2.8, 3.5, 3.6, Article 5, Article 7, Article 8, Article 10, Article 11, Article 13 and Article 14 of these General Terms and Conditions and any other provision contained in the Agreement that, by its nature, is intended to survive the expiration or termination of the Agreement, shall survive the termination or expiration of the Agreement.

ARTICLE 13: CONFIDENTIALITY; HIPAA COMPLIANCE.

13.1 Confidentiality.

(a) Confidential Information means any and all proprietary or confidential business information or Data related to the disclosing Party, or such Party’s operations, employees, services, or customers. In addition, Company’s Intellectual Property shall be Confidential Information of Company, and the Client’s Intellectual Property, the Data and the Client Elements shall be Confidential Information of Client.

(b) Except as provided in the Agreement (including, without limitation, these General Terms and Conditions), each Party shall: (i) not disclose the Confidential Information of the other Party to any third party, other than to its employees, contractors, or agents that have a need to know and a legal duty to protect the Confidential Information; and (ii) use at least a reasonable standard of care, but in no event less than the standard such party uses to protect its own Confidential Information, to prevent disclosure of the other Party’s Confidential Information. Except as provided by the Agreement (including, without limitation, these General Terms and Conditions), neither Party shall: (1) use the other Party’s Confidential Information; (2) acquire any right in or assert any lien against the other Party’s Confidential Information; or (3) refuse to promptly return, provide a copy of, or destroy the other Party’s Confidential Information upon request of the other Party. The receiving Party shall immediately notify the disclosing Party upon gaining knowledge of any disclosure, loss, or use of the disclosing Party’s Confidential Information in violation of the Agreement (including, without limitation, these General Terms and Conditions). These confidentiality obligations shall survive the termination of the Agreement (including, without limitation, these General Terms and Conditions).

(c) The Parties agree that breach of the confidentiality obligations or misuse of a Party’s intellectual property rights will cause continuing, substantial and irreparable injury to the other Party and that the other Party’s remedies at law for such breach or misuse will not be adequate. Accordingly, the Parties agree that the affected Party shall be entitled to seek immediate injunctive relief against the breach, misuse or threatened breach or threatened

misuse of the foregoing undertakings by the other Party, and that such rights shall be in addition to, and not in limitation of, any other rights or remedies to which the other Party may be entitled at law or equity.

13.2 HIPAA Compliance. Company, in its business operations, will comply with all laws and regulations concerning security and privacy that apply to Company in its performance of its obligations under the Agreement, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder from time to time (referred to collectively as “HIPAA”). Additionally, the terms and conditions contained in the EBenefits Business Associate Addendum are hereby incorporated as Exhibit 5.

ARTICLE 14: GENERAL PROVISIONS.

14.1 Governing Law. The Agreement (including, without limitation, these General Terms and Conditions) will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws rule or principle that might refer governance or construction of the Agreement to the laws of another jurisdiction). Venue for any action hereunder shall be proper only in the federal and state courts situated in Pittsburgh, Pennsylvania, and the Parties hereby consent to the personal jurisdiction of the Pennsylvania state courts and federal courts located in Pittsburgh, Pennsylvania.

14.2 Entire Agreement. These General Terms and Conditions, the Agreement for Services, and all exhibits or appendices thereto shall constitute the entire agreement between the Parties with respect to the subject matter of the Agreement. There are no understandings or agreements relating to the subject matter of the Agreement that are not fully expressed herein, and no amendment or waiver is valid unless it is in writing and executed by the Party against whom it is sought to be enforced. The Agreement may be amended or modified only by a written instrument that is signed by all Parties. No term or provision in any purchase order, invoice, or other form provided by Client or Company will control the relationship of the Parties or supercede any conflicting term or provision of the Agreement. In the event of any conflict between any provision of these General Terms and Conditions and any provision of the Agreement for Services or any other exhibit or appendix, the provisions of these General Terms and Conditions shall control.

14.3 Force Majeure. In the event either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party’s performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence. In the event that a Party’s performance is prevented or delayed for more than thirty (30) days, then the other Party may terminate the Agreement by delivery of written notice to the non-performing Party.

14.4 Severability. If a court of competent jurisdiction finds any provision of the Agreement to be unenforceable, the remainder of the Agreement will be enforced, with substitution as necessary to give reasonable overall effect to the terms of the Agreement.

14.5 Injunctive Relief. The Parties understand and agree that, due to the highly competitive nature of the computer industry, the breach of any covenants set out in the Agreement may cause irreparable injury to Company or Client for which no adequate remedy at law will be available. Therefore, either Company or Client, as the case may be, will be entitled, in addition to such other remedies as it may have hereunder, to seek a temporary restraining order and preliminary injunctive relief for any breach or threatened breach of the Agreement.

14.6 Business Relationship. The Agreement will not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the Parties. No Party has the authority to nor will a Party attempt to, create any obligation on behalf of another Party as a result of the Agreement.

14.7 Authority. Each individual executing the Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual is duly authorized to execute, and deliver the Agreement on behalf of that entity and that such execution and delivery make the Agreement a valid and binding obligation of the entity for all purposes.

14.8 Dispute Resolution. Except for a dispute related to claims subject to indemnification under **Article 10**, or as otherwise provided in this **Section 14.8**, neither Party shall resort to legal remedies or commence any formal proceedings to resolve a dispute under the Agreement until the Parties have attempted to resolve the dispute through the escalation process described in this **Section 14.8**. The Party raising a dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the dispute (a "**Dispute Notice**"). The

designated primary representative of each Party shall attempt to resolve the dispute. If the Parties' primary representatives fail to resolve the dispute within fifteen (15) days from receipt of a Dispute Notice, a Senior Vice President (or higher-level officer) of each Party shall attempt to resolve it. If the Senior Vice Presidents (or higher-level officers) of the Parties are unable to resolve the dispute within thirty (30) days from receipt of the Dispute Notice, either Party may commence formal legal proceedings in accordance with **Section 14.1** above to resolve the dispute. This **Section 14.8** shall not be construed to prevent a Party from instituting formal proceedings earlier than indicated in this **Section 14.8** to: (i) avoid the expiration of any applicable limitations period; (ii) preserve a superior creditor position; or (iii) seek injunctive relief to prevent an irreparable harm, including without limitation, harm caused by a breach of confidentiality.

14.9 Assignment. Company shall have the right, upon written notice to Client, to assign any or all of its rights and/or delegate any or all of its obligations under the Agreement, provided that the assignee or delegee, as applicable, agrees to be bound by the terms of the Agreement.

Exhibit 2

ACA Compliance Module Scope of Services

Responsibilities / Obligations of Company and Client

This document provides a summary of the services provided by EBenefits to United Auburn Indian Community dba Thunder Valley Casino Resort

Services Provided by EBenefits Solutions

1. Uploading of client employee data
2. Customized configuration of client compliance preferences
3. Reporting of employee population after each data load
4. Populating and Providing IRS Forms 1094-C and 1095-C

Services Provided by the Client or Other Third Parties:

These are services that we expect to be provided by the Client, Covered Employee or other Third Party. We may be willing to provide some of these services, based upon the scope of these services. A determination must be made if these services can and should be provided by EBenefits, and at what price.

NOTE: This ACA Compliance Module Scope of Services is incorporated into the Services Agreement (“Agreement”) between Client and Company. Except to the extent expressly provided otherwise in this Scope of Services, all the terms and conditions of the Agreement are incorporated by reference into this Scope of Services.

1. Uploading of client employee data

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
<p><u>For every individual employed:</u></p> <p>Employee ID Social Security Number Last Name First Name Middle Name Address 1 Address 2 City State Postal Zip Code Email Address Subsidiary Company Code Subsidiary Company Name Subsidiary Company Location Federal Employer ID Number Employee Work Status Employee Job Title First Start Date Last Start Date Employee Pay Period Union Classification (if any) Termination Date Leave of Absence (type) Leave of Absence Start date Leave of Absence End date ACA Full time on Hire (Y/N) Employee Classification Hourly Rate of Pay Monthly Pay Medical Plan Coverage Code Monthly Premium Deduction Month (of data) Year (of data) Work hours (for total month)</p>	<p>1 Uploading of client employee data is done on a one-time historical basis and a monthly basis going forward.</p> <p>2. For integrated clients, any new data not previously in EBenefits' databases will be protected as confidential information or PHI, as appropriate.</p>	<p>1. For existing integrated clients, production of data elements required for successful upload process and/or modification of the file by the client, either for historical data purposes or for monthly files going forward.</p> <p>2. Ensure monthly census data upload is complete and accurate</p>

2. Client configuration

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
<p>Classification Code Descriptions</p> <p>Medical Plan Code Descriptions</p> <p>Minimum Value Determinations</p> <p>Lowest Cost Plan Determination</p> <p>Identification of Legal Entities</p> <p>Total Premiums on an annual basis by plan medical option</p> <p>Rounding Full-time determination</p> <p>Choosing Standard Lookback Periods Determination</p> <p>New Variable Hour or Seasonal Hire Initial Measurement Period Determination</p> <p>Reclassifying after Rehire or Return from Other Leaves of Absence Determination</p> <p>Special Leaves Determination</p> <p>Educational Institutions</p> <p>Non-Calendar Plans</p> <p>Multiemployer Plans</p>	<ol style="list-style-type: none"> 1. Configuration screens will pull forward data from preloaded files or from manual census upload. 2. Summarization of client data reflecting the lowest cost plan option available for each classification. 3. Identification of ACA large employer members with likely independent ACA liability 4. Optional flexibility for rounding up employee average hours between 29 and 30 hours in two different methods. 5. Configuration of Lookback Safe Harbor periods on the basis of the client's preferred length of standard administrative period. 6. Options for counting hours under various regulatory methodologies. 7. Options for counting hours of Employment Break Periods for Educational Institutions under regulatory provided methods. 8. Options to assist client in determining whether any transitional relief may apply. 	<ol style="list-style-type: none"> 1. Provide additional data or confirmation, as applicable, as requested through each screen of the configuration process. 2. Select preferred options as accurate and truthful responses, independently and without advice from EBenefits representatives. 3. Verify data is pulling correctly into summary tables and contact account manager with functional issues.

3. Reporting of employee population

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
		<ol style="list-style-type: none">1. Ensure monthly census data upload is accurate and complete.2. Ensure census data is uploaded every month to update the Dashboard.

4. Populating and Providing IRS Forms 1094-C and 1095-C

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
<p>Populating of IRS Forms 1094-C and 1095-C</p> <p>Providing IRS Forms 1094-C and 1095-C</p>	<ol style="list-style-type: none"> 1. Populate the most current IRS 1094-C and 1095-C forms based on analytics from the total of client historical and client monthly data file feeds as submitted by the client. 2. Provide access to client data as an internal control mechanism for period of 7-years. 3. 1095-C: - Translate information about medical plan eligibility and medical plan value, and other plan design offerings to be consistent with codes required by the IRS for form 1095-C employee statement. 4. 1095-C: Capture data on a month-to-month basis to identify offer of coverage for the lowest cost plan with an actuarial value of at least 60%, and enter required codes per month. 5. 1095-C: Provide multiple 1095-C forms for any employee that changes employment between ALE members that are part of the client ALE (Applicable Large Employer). 6. 1095-C: Determine per client data required safe harbor codes when employee is not offered a plan when applicable, and enter required codes per month. 7. 1095-C: Per client information, will include monthly data on enrollment of dependents covered individuals if the client is self-insured, and check the box and enter appropriate information for each individual per month as required. 8. 1095-C: Capture preferred business contact on a per ALE Member basis in case of employee inquiry. 9. 1094-C: - Determine per client data and wizard configuration selections whether any Certifications of Eligibility apply, and if so, translate client information into streamlined filing options for 1094-C transmittal, and enter required 	<ol style="list-style-type: none"> 1. Providing correct and accurate information source data uploads necessary for the timely completion of any tax returns or similar documents. <p>Provide acceptable and complete historical data (or acceptable and complete instructions for using partial / incomplete or unacceptable historical data), to complete facilitate analysis to population of 1094-C and 1095-Ce IRS forms.</p> <p>Complete wizard configuration including any mid-year changes during the tax year to be captured by 1094-C and 1095-C IRS forms.</p> <p>After December 31st year-end client data file has been uploaded, visit your dashboard, and click on the IRS reporting tab showing the "ALERT" feature.</p> <p>Download IRS instructions (optional) to see updated information from Dept. of Treasury, for your own reference.</p> <p>Complete the IRS questionnaire step to submit correct client specific information not previously captured through the process of wizard configuration.</p> <p>Click to generate IRS tax forms 1094-C and 1095-C.</p> <p>Review all forms drafted and prepopulated for 1094-C and 1095-C.</p> <p>Verify and approve transmittals prior to submission to the appropriate regulatory agency.</p> <p>Direct delivery to employees, 1095-C employee statements with truncated SSN and/or DOB by January 31st of each year.</p> <p>Direct electronic submission of</p>

	<p>codes per month.</p> <ol style="list-style-type: none"> 10. 1094-C: Group Applicable Large Employer (ALE) members of the client into separate 1094-C transmittal forms. 11. 1094-C: Capture and report client selection of DGE (Designated Government Entity (according to employer information) and transfer appropriate information into the IRS form. 12. 1094-C: Capture and report the number of 1095-C employee statements related to each 1094-C transmittal (according to employer information) 13. 1094-C: Capture and report preferred business contact information in the case of IRS inquiry 14. Alert through the dashboard to visit IRS reporting tab, after client data is received containing information through 12/31 of the tax year, 15. Deliver 1094-C transmittals and 1095-C employee statements in PDF (or appropriate format as required by IRS instructions) batch format after required client selections. 16. Upon direction from the Client, electronically submit IRS Information Returns 1094-C Transmittal and 1095-C Employee Statements with full SSN and/or DOB to IRS by March 31st of each year. Company shall provide to Client in writing an "Electronic Submission" deadline. Client approval and filing direction provided to Company after the Electronic Submission deadline cannot guarantee Company's electronic submission to the IRS by the regulatory deadline. Late files are processed on first available basis with the Client responsible for fines and penalties. 17. [OPTIONAL] Subject to additional fees, 1095-C fulfillment services. In the event fulfillment services are selected, Company shall provide to Client in writing a "Go To Print" deadline. Print file approvals sent after the Go To Print deadline cannot be guaranteed to print and mail by the regulatory deadline. Late files are processed on first available basis with the Client 	<p>IRS Information Returns 1094-C Transmittal (with your authorized signature) and 1095-C Employee Statement with full SSN and/or DOB to IRS by March 31st of each year.</p>
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	responsible for fines and penalties.	
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Exhibit 3 – Fees and Payment Schedule

Proposed Service Fees

Standard Features

Services Description	Standard Fees
<p>Implementation (one time cost) - including:</p> <ol style="list-style-type: none"> 1. System configured and tested for ACA Monitoring and Reporting listed in Scope of Services 2. 3. Project management 4. Administrator training 5. Initial load processing 	<p>\$2,500.00</p>
<p>Per Month Fee for total measured employees</p>	<p>\$0.95 PEPM for approximately 1,100 employees.</p> <p>Actual monthly PEPM fees, which are payable beginning on the targeted go-live date of 9/1/2016, will also be based upon the actual number of employees loaded onto the eBenefits Platform.</p>
<p>IRS Form 1094-C Electronic Transmittal Fee:</p>	<p>\$5,000 per year</p>
<p>Optional 1095-C Form Fulfillment:</p>	<p>\$1.00 per employee per year</p>
<p>Duration of Contract</p>	<p>24 Months</p>

Payment Schedule

Payments will begin the first of the month the system is implemented based on Acceptance as defined in the Terms and Conditions.

Client agrees that Client is solely responsible for the payment of all fees (and taxes if any) relating to the use of the System by or on behalf of Client and Covered Employees. All monthly invoices for Services shall be issued thirty days in advance of the month during which such services are to be rendered. Client agrees to pay all invoiced amounts within thirty (30) days of the receipt of an invoice. Any invoice outstanding beyond thirty (30) days from the due date shall be subject to a late fee equal to 1.5% per month. Invoices unpaid beyond ninety (90) days shall be deemed to be a material breach by Client and may result in suspension or termination of Client access to the System and in termination of the Agreement.

Exhibit 4 Implementation Process

- **ACA CompModule Setup**

Provide File Specs

Receive Historical Data per File Spec from Customer

Provide Administrator Training

Ongoing Service & Support

Review

- Review interaction between EBenefits™ and your HR staff

Exhibit 5

HIPAA Business Associate Addendum

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”), effective November 3, 2016, is entered into by and between the University of Pittsburgh (the “Covered Entity”) and EBenefits Solutions, LLC (the “Business Associate”).

WHEREAS, Covered Entity and Business Associate have entered an agreement, including all Exhibits appended thereto, with each other (“Underlying Agreement”) whereby Business Associate performs services for Covered Entity in connection with which Business Associate may create, receive, maintain and/or transmit Protected Health Information (as defined below) from or on behalf of a Covered Entity;

WHEREAS, Covered Entity and Business Associate desire to protect the privacy and security of any such Protected Health Information in compliance with the Health Insurance Portability and Accountability Act (“HIPAA”), as amended (including the Health Information Technology for Economic and Clinical Health Act or “HITECH Act”) and the HIPAA Rules (as defined below), (collectively “HIPAA”);

WHEREAS, on January 25, 2013, the U.S. Department of Health and Human Services (HHS) issued a Final Rule (the “Omnibus Rule”) containing modifications to the HIPAA Privacy Rule, the HIPAA Security Rule, and the Breach Notification Rule under HIPAA and HITECH; and

WHEREAS, HHS will continue to issue guidances, standards and regulations in its ongoing role as regulatory agency for HIPAA and Health Information Technology;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein and other good and valuable consideration, Covered Entity and Business Associate agree as follows.

DEFINITIONS

The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Records Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (also referred to as “PHI”), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and, with regard to this Agreement, shall mean the specific Business Associate designated above.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and, with regard to this Agreement, shall mean the specific Covered Entity designated above.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160, 162 and 164.

I. BUSINESS ASSOCIATE'S RESPONSIBILITIES

- A. **Permitted Access, Use and Disclosure, Compliance.** Business Associate agrees to access, use and disclose PHI only for the purposes of performing its obligations under the Underlying Agreement and in compliance with the Underlying Agreement, this Agreement, the provisions of HIPAA (including, without limitation, applicable portions of the Privacy, Security, Breach Notification, and Enforcement Rules) and as Required by Law. If the underlying Services Agreement requires the Business Associate to perform Data Aggregation, management or administrative activities, the Business Associate may access, use or disclose PHI for those specific purposes. In accordance with the de-identification requirement of the Privacy Rule, Business Associate is permitted to de-identify any and all PHI received or created by Business Associate under this Agreement, which de-identified information shall not be subject to this Agreement and may be used and disclosed on Business Associate's own behalf.
- B. **Safeguards.** Business Associate agrees to use appropriate administrative, technical and physical safeguards, and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent access, use or disclosure of PHI other than as provided for by this Agreement.
- C. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, the harmful effects of (i) any access, use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement; and (ii) any Security Incidents.
- D. **Reports of Improper Access, Use or Disclosure.** Business Associate agrees to report to Covered Entity any access, use or disclosure of PHI not permitted by this Agreement in as expeditious a time frame as possible.
- E. **Security Incident.** The Business Associate further agrees to report to the Covered Entity any Security Incident of which it becomes aware, particularly if the security incident results or may have resulted in any Breach.
- F. **Notification of Breach.** Business Associate agrees to report to Covered Entity any breach of unsecured PHI as quickly as possible after the discovery of the breach. In no circumstance shall this report be beyond ten (10) business days from the discovery of the breach. As soon as the names of each Individual affected are known, Business Associate shall notify the Covered Entity and include all details required to be included in the notification that the Covered Entity must send to the Individual. These elements are included in 45 CFR § 164.404(c).
- G. **Breach of Unsecured PHI.** If an unauthorized access, use or disclosure is a Breach of Unsecured PHI (as defined in CFR 164.402) Business Associate shall include the following information, to the greatest extent possible, in its notification: (i) the identity of each Individual whose Unsecured PHI has been, or is reasonably believed to have been accessed, used or disclosed during the Breach; (ii) a brief description of what happened, including the date of the Breach, and the date of the discovery of the Breach; (iii) a description of the types of Unsecured PHI that were involved in the Breach (including, but not limited to, name, social security number, date of birth, home address, account number, diagnosis, disability code, etc); (iv) a description of what the Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. To the extent the information in (i) through (iv) is not available at

the time the Breach is reported to the Covered Entity, Business Associate shall report such information to the Covered Entity as soon as it becomes available, but in any event not more than fifteen (15) business days after discovery.

- H. **Subcontractors and Agents.** To the extent Business Associate uses any subcontractor or agent to provide services under the Agreement, and such subcontractor or agent creates, maintains, receives, transmits, or accesses PHI, Business Associate will require each subcontractor or agent to agree, in writing, to be bound by the terms of this Agreement to the same extent as Business Associate.
- I. **Access to Information in a Designated Record Set, Electronic Health Record.** If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, in a time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity, or as directed by Covered Entity, to an Individual, in order to meet the requirements of 45 CFR 164.524. If Business Associate maintains PHI in an Electronic Health Record, Business Associate agrees to provide such information in an electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- J. **Amending Information in a Designated Record Set.** If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity within a timeframe mutually agreed upon, and to take any other measure necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- K. **Access to Business Associate's Books.** Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the access, use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity (including Covered Entity's authorized agents and/or subcontractors) and/or the Secretary in a time and manner designated by Covered Entity and/or the Secretary within the time frame designated by the Covered Entity and/or Secretary for purpose of the Secretary determining Covered Entity's compliance with HIPAA.
- L. **Record of PHI Disclosures.** Business Associate agrees to document disclosures of PHI by recording: (i) the date of disclosure; (ii) the name and address of the person or entity to whom the disclosure was made; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the basis for the disclosure, and a copy of the request for disclosure and authorization for disclosure, if one was required, as required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the HITECH Act.
- M. **Minimum Necessary Access, Use and Disclosure.** When accessing, using or disclosing PHI or when requesting PHI from the Covered Entity and/or a business associate, Business Associate agrees to make reasonable efforts to limit PHI to the minimum amount necessary to accomplish the intended purpose of the request, use or disclosure.
- N. **Data Aggregation Services.** Business Associate agrees to provide data aggregation services if requested by Covered Entity.

- O. **Remedies in Event of Contractual Breach.** Business Associate expressly acknowledges and agrees that the breach of any contractual provision of this Agreement may cause irreparable harm to Covered Entity and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such contractual breach, Covered Entity is entitled to seek injunctive relief to prevent Business Associate from commencing or continuing such contractual breach without posting bond or other security and without having to prove the inadequacy of any other available remedies. Business Associate further agrees to indemnify Covered Entity for any and all costs and expenses incurred as a result of Business Associate's contractual breach, including, without limitation, costs of notification and attorneys fees. These remedies and indemnification are in addition to any remedies and indemnifications to which Covered Entity may be entitled under the Underlying Agreement.

Notwithstanding the foregoing, Business Associate's liability to Covered Entity hereunder with respect to any claim of any kind for any loss or damage arising out of, in connection with or resulting from the breach of Business Associate's obligations under this Agreement shall in no case exceed Business Associate's liability set forth in the Underlying Agreement.

- P. **Examination.** Covered Entity or its authorized agents or contractors may, at Covered Entity's expense, upon advance notice to Business Associate and during Business Associate's normal business hours, examine Business Associate's facilities, systems, procedures and records as may be necessary to certify that they are compliant with HIPAA.

II. PERMITTED ACCESS, USE AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. **As Stipulated in Underlying Services Agreement.** Except as otherwise limited in this Agreement, Business Associate may access, use or disclose PHI for the purpose of fulfilling any responsibilities it may have with any employer groups that are included under the previously executed agreement, that the Business Associate has with the Covered Entity, provided that such access, use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- B. Except as otherwise limited in this Agreement, Business Associate may access or use PHI for the proper management and administration of the Business Associate or for carrying out the legal responsibilities of the Business Associate as delineated in this Agreement and the Underlying Services Agreement with the Covered Entity.
- C. Except as otherwise limited in this Agreement, Business Associate may disclose PHI possessed by Business Associate in its capacity as a Business Associate of Covered Entity for the proper management and administration of Business Associate or for carrying out the legal responsibilities of Business Associate if the disclosure is Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such person, and such person agrees to notify Business Associate of any instances of which such person is aware in which the confidentiality of the information has been breached.

- D. Except as otherwise limited in this Agreement, Business Associate may access and use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).
- E. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with §164.502(j)(1).

III. ADDITIONAL DISCLOSURES WHICH BUSINESS ASSOCIATE MAY MAKE

Business Associate may disclose PHI in the following circumstances pursuant to 45 CFR §164.512:

- 1) *Uses and disclosures required by law.*
- 2) *Uses and disclosures for public health activities.*
- 3) *Uses and disclosures for health oversight activities.*
- 4) *Disclosures for judicial and administrative proceedings.*
- 5) *Disclosures for law enforcement purposes.*
- 6) *Uses and disclosures about decedents.*
- 7) *Uses and disclosures to avert a serious threat to health or safety.*
- 8) *Uses and disclosures for specialized government functions.*

IV. OBLIGATIONS OF COVERED ENTITY

- A. **Provision of Document Templates.** Covered Entity shall notify Business Associate of any limitation(s) contained in the Notice of Privacy Practices and Authorization Form that the Covered Entity produces in accordance with 45 CFR §164.520 and 45 CFR §164.508, respectively, to the extent that such limitation may affect Business Associate's access, use or disclosure of PHI.
- B. **Permissions.** Should an Individual change or revoke permission to Use or Disclose PHI, Covered Entity shall provide Business Associate with the change, if such change affects Business Associate's permitted or required Uses and Disclosures.
- C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction(s) on the use or disclosure of PHI to which the Covered Entity has agreed in conformity with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. **Permissible Requests by Covered Entity.** Covered Entity shall not request that Business Associate access, use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- E. **Access and Copies.** Covered Entity can direct the Business Associate to grant an Individual, who is the subject of the PHI, the right to access and copy that Individual's PHI, under 45 CFR §164.524 and 45 CFR §164.504(e)(2)(ii)(E).
- F. **Accounting.** Covered Entity can request the timeframe and manner by which Business Associate may document and make available an accounting of disclosures under 45 CFR §164.528 and §164.504 (e)(2)(ii)(G).

- G. **Representations.** Covered Entity represents and warrants that its notice of privacy practices permits Covered Entity to access, use and disclose PHI in the manner that Business Associate is authorized to access, use and disclose PHI under this Agreement.

V. EFFECTIVE DATE, TERM & TERMINATION

- A. **Effective Date, Term.** This Agreement is effective as of the effective date in the first paragraph above and shall remain in effect until the expiration of the term of the Underlying Agreement (including any extensions thereof), or until earlier terminated thereunder or hereunder (but only when all the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions herein).
- B. **Termination for Cause.** If either party believes the other party is in material breach of this Agreement and/or believes it has knowledge of a pattern of activity or practice constituting a material breach or violation of the other party's obligations under this Agreement, that party shall immediately notify the other party in writing and, if such breach is curable, shall provide the other party with an opportunity to take reasonable steps to cure the breach and/or end the violation within thirty (30) days of notification; if the breach is incurable or if the breach is not cured and/or the violation is not ended within the specified time frame, the notifying party may terminate this Agreement. If neither termination nor cure is feasible, the notifying party shall report the violation to the Secretary. Termination of this Agreement shall serve to terminate the Underlying Agreement. These termination rights are in addition to and not in lieu of any termination rights in the Underlying Agreement.
- C. **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. In the event that Business Associate believes that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If, in its sole discretion, Covered Entity determines that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further access, use and disclosure of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. NOTICES

- A. Notices to Business Associate shall be sent to:
EBenefits Solutions, Inc.
600 Grant Street, Suite 5600
Corporate Compliance Office
Pittsburgh, PA 15219

B. Notices to Covered Entity shall be sent to:

VII. MISCELLANEOUS

- A. **Regulatory References.** A reference in this Agreement to HIPAA and/or a regulation issued pursuant to HIPAA means the section as in effect or as amended.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with HIPAA.
- C. **Survival.** Any and all obligations of Business Associate that are intended to and/or that would naturally survive the expiration or termination of this Agreement shall do so.
- D. **Interpretation and Conflict.** Any ambiguity in this Agreement shall be resolved to permit compliance with HIPAA. In the event of a conflict between the terms of this Agreement and the terms of the Underlying Agreement, the terms of this Agreement shall prevail, with respect to the subject matter herein.
- E. **Entire Agreement, No Third-Party Beneficiaries.** This agreement is the entire agreement of the parties with respect to the subject matter herein, supersedes all prior agreements whether in writing or oral, and is not intended to confer on any party, other than the parties hereto, any right, benefit, remedy or obligation.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, intending to be legally bound hereby:

COVERED ENTITY
Santee School District

BUSINESS ASSOCIATE
EBenefits Solutions, Inc.

Signature

Signature

Name

Kismet Toksu
Name

Title

President
Title

Date

Date

Item E. DISCUSSION AND/OR ACTION ITEMS

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

Discussion and/or Action Item E.1.1.

Middle School Elective Application:
Rio Seco School

Prepared by Dr. Stephanie Pierce
November 15, 2016

BACKGROUND:

Legislation enacting the Local Control Funding Formula requires school districts to develop and adopt a three-year Local Control Accountability Plan (LCAP) and to update the plan every year. The LCAP is a strategic planning instrument involving significant engagement of stakeholders to inform decision-making for the formation of Goals and Action Steps. These Goals and Action Steps are to increase or improve services for all students.

One approved LCAP Goal and Action Step expands elective course offerings such as coding, visual and performing arts, and STEM (Science, Technology, Engineering, and Mathematics) related opportunities for middle school students.

This evening, Debra Simpson, Principal at Rio Seco School, Kristen Bonser and Erica Edmonston, Vice Principals at Rio Seco School, will be presenting Rio Seco's middle school elective application for programs and expenses beginning this school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the application for electives funding for Rio Seco School.

This recommendation supports the following District goals:

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.
- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

FISCAL IMPACT:

Rio Seco School's total allocation for middle school electives from LCFF funding is \$60,000.

STUDENT ACHIEVEMENT IMPACT:

Elective course offerings designed to expand student knowledge and skills in California State Standards and 21st Century Skills will increase student college and career readiness.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

Discussion and/or Action Item E.1.2.

Approval of Intensive Intervention ELA/ELD Instructional Materials, Grades 4 – 8 for Mild/Moderate Special Day Class (SDC) Setting

Prepared by Dr. Stephanie Pierce
November 15, 2016

BACKGROUND:

At the November 4, 2015 State Board of Education meeting, the State Board adopted new instructional English Language Arts and English Language Development materials for grades K – 8. The State Board adopted these materials based on program types:

- Program 1: Basic ELA
- Program 2: Basic ELA and ELD
- Program 3: Basic Biliteracy
- Program 4: Intensive Intervention
- Program 5: Specialized ELD

Since this State adoption of instructional materials, Santee School District employees have been researching best practices for English language arts and ELD based on the new curricular framework also published by the State in July 2015. A pilot committee was formed to review Program 4 materials.

To meet the instructional needs of children in special day class settings, particularly the mild/moderate disabilities classrooms, teachers agreed that Program 4 ELA/ELD intensive intervention materials will best meet their students' instructional needs. Based on an initial review of all five State adopted Program 4 materials, two publishers, Houghton Mifflin Harcourt and Voyager Sopris, were asked to present their programs, *Read 180* and *Language!* to all mild/moderate special day class teachers. Teachers reviewed both programs against a rubric and determined that *Read 180* would best meet our students' needs.

A special day classroom teacher vote was conducted with 82% of teachers participating in the vote and 100% of the teachers agreed that *Read 180* is the best intensive intervention program for Santee School District students. Parents and the community were asked to provide materials feedback in Educational Services during the week of October 10, 2016 and materials were also on display at the Special Education Advisory Committee on October 17, 2016.

General consensus from parent and community feedback included an appreciation for providing materials to children that are not only engaging but materials that also help personalize the phonics and comprehension skills some children lack.

This evening, Mimi McGinty, Director of Special Education, and two SDC mild/moderate teachers, Sara Brownell and Pam Mitchell, will provide the Board an overview of the materials review process and the recommendation to adopt *Read 180* intensive intervention instructional materials for grade 4 – 8 students.

RECOMMENDATION:

Administration recommends approval of the purchase of Grade 4 - 8 Common Core-aligned intensive intervention instructional materials, *Read 180*.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The grade 4 – 8 intensive instructional materials, *Read 180*, will cost \$232,945.38 and a budget for this purchase has been allocated from Local Control Funding Formula (LCFF). This program does require ongoing, annual costs of approximately \$10,000. These ongoing costs include web hosting fees and consumable student materials.

STUDENT ACHIEVEMENT IMPACT:

Program 4 Intensive Instructional Materials supports the basic ELA program and provides an accelerated, intensive intervention pathway for students who are two or more years below grade level. The materials are designed to accelerate students' successful re-entry into a basic ELA program and include clear instructional plans and tools for entering and exiting the program.

Motion: _____ Second: _____ Vote: _____

Discussion and/or Action Item E.1.3.

Approval for Digital Learning Program:

- Devices for Instructional Assistants, Instructional Media Technicians and Student Support Assistants

Prepared by: Dr. Stephanie Pierce
November 15, 2016

BACKGROUND:

The 1:1 Digital Learning Program is an opportunity for learners to engage in a purposeful academic environment with challenging curriculum. As part of this program, the District has already provided iPad Air to teachers, vice-principals, principals, technology staff and district curriculum leaders and to all students (Grade K to 8).

In order to fully support the digital learning in the classrooms, it is necessary to provide similar iPad Air to the Instructional Assistants and the Instructional Media Technicians who are on site assisting teachers and students in the classroom. These devices would also greatly enhance the classroom support for students with disabilities.

Number of Positions

Position	SITES AND DEPARTMENT												Count	
	PD	CH	SC	PA	PAX	CP	CFH	CO	RS	HC	ES	PS		
Instructional Assistants				2	6		5		1	1		1	16	
Instructional Assistants-LEP	2	1		2		1	1	1	1				9	
Instructional Assistants-Spec Ed I	1	1	4	2		10	2	8	3	2			33	
Instructional Assistants-Spec Ed II	1	11	11			7	2	4	7	4			47	
Instructional Assistants-Vis. Impaired		1						2					3	
Instructional Media Technicians	1		1	1		1	1	1	1	1	1		9	
Student Support Assistants	1									2			3	
													Total	120

Hardware and Software Cost

Hardware/Software	Qty.	Unit Cost	Sub Total	Recycle Fee	Sales Tax	Total
iPad Air 2 - 32GB	120	\$360.00	\$43,200.00	\$360.00	\$3,456.00	\$47,016.00
MDM Licenses	120	\$20.00	\$2,400.00			\$2,400.00
Case with Keyboard	120	\$70.90	\$8,508.00		\$680.64	\$9,188.64
						\$58,604.64

Timeline for Implementation

Board Meeting	November 15, 2016
Purchase Order to Apple	November 18, 2016
Estimated Equipment Delivery	December 2, 2016
iPad Provisioning/Setup	December 16, 2016
Winter Break	December 19 – December 30, 2016
iPad Deployment to Staff	January 3, 2017

RECOMMENDATION:

Administration recommends approval of:

- a. iPads and accessories for Instructional Assistants, Instructional Media Technicians and Student Support Assistants
- b. Annual transfer of \$18,000 to Fund 40 to provide funding for replenishment of the devices on a 4 year cycle

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Provide a safe, engaging environment that promotes creativity, innovation and personalized learning.

FISCAL IMPACT:

Funding for these devices, up to \$60,000 will come from the Local Control Funding Formula (LCFF) Base Grant portions of the.

An additional \$18,000 annual transfer to Fund 40 to provide funding for replenishment of the devices on a 4-year cycle.

STUDENT ACHIEVEMENT IMPACT:

These devices will serve as an integral component of daily instruction, providing students a purposeful academic environment with challenging curriculum that is student-centered and focused on inquiry-based learning.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.3.

Discussion and Action Item E.2.1.
Prepared by Karl Christensen
November 15, 2016

Approval of Agreement with Larry LaPray
Architect to Provide Architectural Services for
Shade Structure Replacement Project

BACKGROUND:

At the September 26, 2016 Special Board Meeting, the Board approved various non-CIP facility projects. One of those projects is to replace lunch shade shelters at Cajon Park, Rio Seco, Sycamore Canyon, Carlton Hills, and Chet F Harritt.

In order to plan for this replacement project, it is necessary to procure the services of an Architect. Larry LaPray Architect works with Valley School Shelters and frequently processes their DSA plans. He specializes in school walkway and shade structures exclusively. The attached proposal outlines the scope of work to be conducted by Larry LaPray Architect.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with Larry LaPray Architect to provide architectural services for installing pre-engineered shade structures at five schools.

This recommendation supports the following District goal:

Learning Environment

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

FISCAL IMPACT:

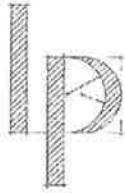
The fiscal impact is a \$23,000 fee to be paid from the General Fund Non-CIP Facility Needs Budget.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.



Larry LaPray Architect

6080 BIG BEND DRIVE, ROSEVILLE, CA 95678
laprayarchitect@surewest.net
916-616-6182

Date: November 3, 2016

To: Christina Becker
Director of Maintenance, Operations & Facilities
Santee School District
9625 Cuyamaca Street
Santee, CA 92071

Re: Proposal for Architectural Services for Shade Structures

Site Plans for installation of (1) Shade Structure at each of the following (5) Sites:

(Cajon Park, Carlton Hills, Rio Seco & Sycamore Canyon)

Architectural Plans will be prepared by the Architect and approved by the District.

Architect will obtain DSA Approval of the plans.

Architect will coordinate DSA closeout of the project.

1 Shade Structure	(2 sites at \$4,000 each)	\$ 8,000.00
<u>2 Shade Structure2</u>	<u>(3 sites at \$5,000 each)</u>	<u>\$15,000.00</u>
TOTAL PROPOSAL		\$23,000.00


50% of fee (\$11,500) will be due at Approval of Plans by DSA.

50% of fee (\$11,500) will be due at DSA Closeout.

DSA fees are not included in this Proposal.

District will hire DSA approved Inspector of Record.

District will hire Laboratory to do Lab Work and Special Inspectors where required.


Larry LaPray
Larry LaPray, Architect

Christina Becker
Santee School District

Discussion and Action Item E.2.2.
Prepared by Karl Christensen
November 15, 2016

Approval of Agreement with Spresc Development
To Provide Consulting Services for Installing Deep
Irrigation Wells

BACKGROUND:

At the September 26, 2016 Special Board Meeting, the Board approved funding of deep irrigation wells at Sycamore Canyon and Carlton Oaks schools. These schools do not have access to reclaimed irrigation water for sports fields. Santee School District has successfully implemented deep irrigation wells at Hill Creek & Pepper Drive Schools and Dennis Snow, now with Spresc Development, assisted on both of these projects.

In order to move forward with the water well projects, it is necessary to procure the services of a consultant. The District plans to proceed with this project, one school at a time. This will allow us to gauge the success of the first school before incurring costs for the second school.

RECOMMENDATION:

It is recommended that the Board of Education approve the proposal with Spresc Development to provide consulting, project management, and groundwater level monitoring services for deep irrigation wells at Sycamore Canyon and Carlton Oaks Schools.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$7,200 per school, for a total of \$14,400 fixed fee to be paid from the General Fund Non-CIP Facility Needs Budget.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

November 2, 2016

Christina Becker
Maintenance, Operations, and Facilities
Santee School District
9625 Sycamore Street
Santee, CA 92071

Dear Ms. Becker

RE: New irrigation production wells project oversight services and groundwater level monitoring.

Thank you for your request for proposal to provide oversight and consulting services pertaining to new irrigation well systems to be drilled and constructed at Sycamore Canyon School and Carlton Oaks School (Campuses) respectively. In addition to oversight of the new well system projects this proposal includes groundwater level monitoring services twice a year for two years beginning the Spring of 2017 for all operating wells within the Santee School District (District). Our company (Company) holds a C-57 water well license i.e. 1002086 with the California State License Board and is bonded and insured.

Our oversight and consulting services will include the following:

- A site survey of Campuses to learn the irrigation needs. Obtaining adequate knowledge of existing electrical and irrigation infrastructure. Deciding with the District where the optimal location of the well systems will be constructed.
- The Company will provide the District with a well design adequate to meet the irrigation needs of the Campuses.
- Provide assistance to the District in preparing a request for proposal (RFP) to seek out a qualified drilling contractor (Contractor) to construct the well systems.
- The Company will communicate with the Contractor to provide assistance in obtaining the required permits.
- The Company will organize and schedule project status meetings with the District and Contractor before, during, and after completion and/or as needed.
- Upon completion of the well system projects the company will provide the District with a project summary to include copies of permits, well design, construction images, literature i.e pump/panel, and well completion report documentation.
- Groundwater level monitoring for all existing and operating well systems within the Santee School District. The well monitoring will be conducted twice a year by the late Fall and late Spring for years 2017 and 2018.



C57 1002086

The Company will provide the District and the Contractor with the best possible efforts to assist that each well system project is completed properly, within budget, and on schedule. The Companies duties are consultative and administrative. Drilling, construction, operation, and safety liabilities are duties, liabilities, and responsibilities of the Contractor.

The costs for these services by the Company are \$7200.00 per new well system to include but not limited to Sycamore Canyon School and Carlton Oaks School. Groundwater monitoring services are included in this cost. The payment schedule would be \$3600.00 at the time the RFP is posted. The balance of \$3600.00 will be due upon successful completion of the well system.

Sincerely,

Dennis Snow
Principal

Discussion and Action Item E.2.3.
Prepared by Karl Christensen
November 15, 2016

Disclosure of Financial Advisor, Underwriter,
and Bond Counsel for Series B General
Obligation Bond Refunding

BACKGROUND:

Board Policy 7214 stipulates that for all General Obligation Bond issues the identity of the bond counsel, bond underwriter, and financial advisor shall be disclosed at a public meeting.

The District is moving forward with refunding a portion of its Series B Current Interest Bonds. Pricing of the bonds is scheduled to occur November 17, 2016 and the transaction is scheduled to close December 15, 2016.

The firms providing various services associated with this refunding are as follows:

- * Financial Advisor: DS&C
- * Bond and Disclosure Counsel: Orrick Herrington & Sutcliffe
- * Underwriter: RBC Capital Markets

RECOMMENDATION:

This is an information item. No action is necessary.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is a \$95,000 fee for the Financial Advisor, 0.375% of the par amount of bonds for the Underwriter Fee, and \$100,000 for Bond and Disclosure Counsel.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.3.

Discussion/Action Item E.3.1. Approval of California Healthy Kids and Santee School District Implementation Plan

Prepared by Tim Larson
November 15, 2016

BACKGROUND:

Santee School District identified the Core Module and School Climate Modules of the California Healthy Kids Survey (CHKS) as a way to identify the school climate at all our sites and compare that data with statewide data. The CHKS survey is usually taken in the spring every two years and gives the District and schools sites a great deal of information to help us address students' perceptions of school climate. Santee School District received a three-year federal counseling grant and Tobacco Use Prevention and Education (TUPE) with Cajon Valley, Lemon Grove, and the Grossmont Union School Districts. These grants require information from the California Healthy Kids Survey (CHKS). Santee also uses the military and core modules for evaluation of a Department of Defense Educational Activities (DODEA) grant at Chet F. Harritt and PRIDE Academy.

Sections A (Core Component), B (Resiliency), C (Drugs, Violence, Suicide), E (Physical Fitness and Nutrition) and G (locally designed questions) were administered to 7th graders in 2011. The entire CHKS was administered to 5th graders in 2013.

In 2015 seventh grade students complete the Core Module, School Climate Module, and the DFC Module for Drug Free Communities. Military Connected Student Module would be conducted at Chet. F. Harritt and PRIDE Academy for 6th, 7th and 8th grade students.

The following are key elements of the implementation plan for survey administration:

1. The CHKS will be administered between January and March 2017.
2. Parents and students will be informed that student participation is voluntary and that CHKS questions may be viewed in the school office and on the District website.
3. All sixth grade students at PRIDE and Chet F. Harritt will have active parent participation approval in order to participate. Eighth grade students will also complete the Military Module at those sites.
4. Individual student responses recorded on the answer sheet are anonymous; no student names are recorded on survey documents; and no student names are submitted to the scoring service.
5. Core, School Climate and DFC modules will be administered to 7th graders. These sections survey students about resiliency; alcohol, tobacco, other drugs; violence and school safety; suicide; and physical wellness.

RECOMMENDATION:

It is recommended that the Board of Education approve the implementation plan for the California Healthy Kids Survey to support valuable data collection for grant requirements as well as the questions and modules included in the implementation plan.

FISCAL IMPACT:

The cost to complete the survey will be minimal. DODEA will fund the cost of Chet F. Harritt and PRIDE Academy Schools. All other sites will be funded through the District TUPE grant funds.

STUDENT ACHIEVEMENT:

The California Healthy Kids Survey will yield important data about student knowledge and beliefs concerning personal health and resiliency for use in policy and program development. Student data from CHKS has been used in writing and securing past Federal and State grants.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

school climate health & learning
C A L I F O R N I A S U R V E Y S Y S T E M

MEMORANDUM OF UNDERSTANDING • 2016/17 SCHOOL YEAR

DISTRICT NAME: _____

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive Cal-SCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your Cal-SCHLS Regional Center.

SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades 5 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and either active or passive parental consent with grade seven and above.
 - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify Cal-SCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.

- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.
 - Submit completed answer sheets and materials to your Regional Center.
 - Cal-SCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with Cal-SCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all Cal-SCHLS fees, at the **current rates** for the applicable school year within **thirty (30) days of completion of services and receipt of deliverables.** See attached fee schedule for the 2016-2017 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and copies of the survey booklets.
- Access to the Cal-SCHLS System website (chks.wested.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSSS) to the Cal-SCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

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

District further agrees to use the Cal-SCHLS surveys only for use in its own districts, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all Cal-SCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2016 and expires on August 31, 2017.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

District

Survey Administration Fees 2016-2017

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free Cal-SCHLS Helpline at (888) 841.7536

CHKS	
Survey fee	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Custom Module	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$100 each, comprehensive middle/high schools only
Raw data (LEAs)	\$75 per data set
Raw data (non-LEAs)	\$500 per data set
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSSS	
Survey fee	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Raw data (LEAs)	\$75 per data set
Raw data (non-LEAs)	\$500 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSPS	
Survey fee (Includes online English/Spanish surveys)	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Printing fee	\$0.45 per paper copy ordered
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
Raw Data (LEAs)	\$75 per data set
Raw Data (non-LEAs)	\$500 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

WestEd Staff:

District Representative:

Signature

Signature

Printed name

Printed name

Date

Date

FOR REFERENCE ONLY

Discussion and/or Action Item E.4.1,
Prepared by Cathy A. Pierce, Ed.D.
November 15, 2016

Adoption of Resolutions No. 1617-16 and No.
1617-17 Recognizing Mayor Randy Voepel and
Vice Mayor Jack E. Dale for their Years of Service
to the City of Santee

BACKGROUND:

The Santee School District considers the children of Santee the community's most precious asset and takes pride in providing a high-quality education for all students. The Santee School District and the City of Santee work together to maximize and improve access to community resources that benefit the students, families and residents of Santee.

In recognition of two Santee City Officials' service to the community, the Santee School District Board of Education will take action on resolutions to honor Mayor Randy Voepel for his 20 years of Service; and Vice Mayor Jack E. Dale for his 30 years of service.

RECOMMENDATION:

Administration recommends the Board of Education adopt Resolutions No. 1617-16 and No. 1617-17 recognizing Mayor Randy Voepel and Vice Mayor Jack E. Dale for their years of service to the City of Santee.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.1.

SANTEE SCHOOL DISTRICT
Resolution #: 1617-16

**RESOLUTION RECOGNIZING AND COMMENDING THE
HONORABLE RANDY VOEPEL
FOR 20 YEARS OF SERVICE TO THE CITIZENS OF THE CITY OF SANTEE**

WHEREAS, Santee incorporated in December, 1980 and since its incorporation, the City Council has worked steadily to enhance the community’s quality of life; and

WHEREAS, the City’s mission is to honor the public trust and serve the community by providing quality services and programs to promote economic prosperity, safety, social well-being and a healthy environment; and

WHEREAS, Randy Voepel, was elected to the Santee City Council in 1996, and elected Mayor of Santee in December 2000; and

WHEREAS, during his service to the City of Santee, Mr. Voepel has represented the City on various committees such as the Community Leaders Forum MCAS Miramar, Santee Library Committee, City Selection Committee, East County Economic Development Council; and

WHEREAS, Randy Voepel has given selflessly of his time during his tenure to promote the interests and well-being of the citizens of the City of Santee; and

THEREFORE, BE IT RESOLVED, that the Santee School District Board of Education does hereby recognize and commend Mr. Randy Voepel for his 20 years of public service and commitment to the betterment of the City of Santee.

PASSED AND ADOPTED by the Board of Education on November 15, 2016, by the following vote:

- AYES:
- NOES:
- ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Dianne El-Hajj, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

Clerk of the Board

November 15, 2016
Date

SANTEE SCHOOL DISTRICT

Resolution #: 1617-17

**RESOLUTION RECOGNIZING AND COMMENDING THE
HONORABLE JACK E. DALE
FOR 30 YEARS OF SERVICE TO THE CITIZENS OF THE CITY OF SANTEE**

WHEREAS, Santee incorporated in December, 1980 and since its incorporation, the City Council has worked steadily to enhance the community’s quality of life; and

WHEREAS, the City’s mission is to honor the public trust and serve the community by providing quality services and programs to promote economic prosperity, safety, social well-being and a healthy environment; and

WHEREAS, Jack E. Dale, was elected as Santee’s Mayor in November 1992; and

WHEREAS, Jack E. Dale, was reelected in 1996 after serving six years on the Santee City Council from 1986 to 1992; and

WHEREAS, Jack E. Dale has given selflessly of his time during his tenure to promote the interests and well-being of the citizens of the City of Santee; and

THEREFORE, BE IT RESOLVED, that the Santee School District Board of Education does hereby recognize and commend Mr. Jack E. Dale for his 30 years of public service and commitment to the betterment of the City of Santee.

PASSED AND ADOPTED by the Board of Education on November 15, 2016, by the following vote:

- AYES:
- NOES:
- ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Dianne El-Hajj, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

Clerk of the Board

November 15, 2016
Date

Discussion and/or Action Item E.4.2. California School Boards Association
Prepared by Dr. Cathy A. Pierce (CSBA) Delegate Assembly Call for Nominations
November 15, 2016

BACKGROUND:

Nominations are now being accepted for the California School Boards Association (CSBA) Delegate Assembly. Any CSBA member Board is eligible to nominate board members within their geographic region or sub region. Each Board may make as many nominations as it chooses. All nominees must serve on a CSBA member board.

Nominations will be accepted until Saturday, January 7, 2017. CSBA will prepare and distribute ballots to the Board to vote for Delegate Assembly members in February. Elected delegates will begin their two-year terms on April 1, 2017 through March 31, 2019.

**REGION 17 – SAN DIEGO COUNTY
DELEGATES WHOSE TERMS EXPIRE IN MARCH 2017**

Kevin Beiser (San Diego USD), 2017

Twila Godley (Lakeside Union SD), 2017

Beth Hergesheimer (San Dieguito Union HSD), 2017

Janet W. Mulder (Jamul-Dulzura Union ESD), 2017

Tamara Otero (Cajon Valley Union SD), 2017

Dawn Perfect (Ramona USD), 2017

Barbara Ryan (Santee SD), 2017

Priscilla Schreiber (Grossmont Union HSD), 2017

Charles Sellers (Poway USD), 2017

Arturo Solis (Sweetwater Union HSD), 2017

Sharon Whitehurst-Payne (San Diego USD), 2017

County: Mark C. Anderson (San Diego COE), 2017

RECOMMENDATION:

Nominations are at the discretion of the Board of Education.

FISCAL IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.2.

Item F. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item G. CLOSED SESSION

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

The Board will go into Closed Session to discuss:

1. **Consideration of Student Matter** (Ed. Codes § 35146, 48912 and 48918)
2. **Public Employee Discipline/Dismissal/Release** (Gov. Code § 54957)
3. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Employee Organization: Santee Teachers Association (STA)
4. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Employee Organization: Classified School Employees Association (CSEA)
5. **Conference with Real Property Negotiators** (Gov't. Code § 54956.8)
 - *Elliot Site #2 (Parcel #: APN 366 050 16 - east of landfill; North of West Hills High School – area commonly known as Camp Elliott)*
 - *10335 Mission Gorge Road, Santee 92071 (formerly known as Santee School Site)*
 - *Property adjacent to 9219 Fenway Road, Santee, CA 92071 located at 10201 Settle Road, Santee, CA 92071 (Sycamore Canyon School)*
 - *Sycamore Canyon School, 10201 Settle Road, Santee, CA 92071**Agency Negotiator: Cathy A. Pierce, Superintendent*
7. **Public Employee Performance Evaluation** (Gov. Code § 54957)
Superintendent

Item H. RECONVENE TO PUBLIC SESSION

Item I. ADJOURNMENT

Agenda Items G, H, and I.