

Consent Item D.3.2.
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

Approval of Landscape Architectural Services
with George Mercer Landscape Architecture
for Design of Split Irrigation Systems

BACKGROUND:

At the May 2, 2009 Capital Improvement Workshop, the Board of Education approved moving forward with split irrigation systems and meters. George Mercer Landscape Architect has provided landscape consultant services for most of the school modernization projects and was recommended by Chris Erwin for the consultant services required to prepare split irrigation construction documents.

RECOMMENDATION:

It is recommended that the Board of Education approve consultant services with George Mercer Landscape Architect to design construction documents for separate irrigation systems split from our current domestic water system for construction and Padre Dam irrigation water meters for all schools. The potential cost savings will be made in our water utility costs for sewer charges based on domestic water usage. The current sewer charges within water bills are \$150,000 per year and it is anticipated that the annual savings in sewer charges to be \$50,000-\$75,000 per year, which should offset our increased water charges anticipated due to the stage 2 drought fees.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Services will be provided on a time and material basis and are estimated to be approximately \$5,000 per school site for a total fiscal impact of \$ 45,000, to be funded from the Capital Improvement Program facilities funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.2.
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5/13/09

09-026

AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

Between Landscape Architect George Mercer Associates Inc. (a California corporation), hereinafter referred to as Landscape Architect, and Santee School District, hereinafter referred to as Client.

Whereas it is the desire of the Client that the Landscape Architect perform certain professional services, as more particularly set forth in this Agreement, the Client and the Landscape Architect hereby agree to the following:

1. PROJECT DESCRIPTION

Landscape improvements for five elementary schools: Rio Seco, Carlton Hills, Carlton Oaks, Sycamore Canyon, and Cajon Park, in the City of Santee , California.

2. GENERAL SCOPE OF SERVICES

Landscape architectural design and consulting services as more specifically described below.

3. DESCRIPTION OF SERVICES

1. Preliminary Design Development Phase to include:

1.1. Site Investigation

Site Investigation and research will consist of a visual review of the project, a review of site conditions, a review of As Built documents (if any), and an initial design conference with the Client and/or their authorized representatives.

1.2. Preliminary Landscape Plan

A typical plan will be developed to illustrate the conversion of one of the schools courtyards from turf to low water use landscaping. Proposed landscape will be a combination of low water use shrubs, hardscape, and inert materials such as decomposed granite and cobble.

A list of suggested plant materials will be prepared, including photographs, for review and approval by the School District.

A "before and after" view will be developed in Photoshop to give an approximate idea of the appearance of the proposed changes

1.3. Meetings

The Landscape Architect will attend up to three working meetings with the Client and/or School District during the Preliminary Design Development Phase.

1.4. Assumptions

1.4.1 One plan will be developed for one courtyard. Detailed construction drawings for hardscape, irrigation changes, and planting will not be a part of this phase, but can be provided as an additional service, if desired by the Client.

2. Construction Document Phase:

2.1. Irrigation Plans

The Irrigation Plans will diagrammatically depict all changes necessary to provide a separate, dedicated mainline for each school. Plans will indicate landscape irrigation piping, valves, control equipment, sprinkler heads and related irrigation equipment (including sizes and types) for the automatic irrigation of planted areas. All necessary details required to install the irrigation system will be included.

The following is a breakdown of scope by school:

Carlton Hills:

Design separate mainline, and process plans through the Water District for conversion of campus to recycled water use.

Sycamore Canyon:

Design separate mainline. Supply to be potable water.

Cajon Park:

Design separate mainline, and process plans through the Water District for conversion of campus to recycled water use. Prepare irrigation plans for ballfields.

Carlton Oaks:

Design separate mainline. Supply to be potable water.

Rio Seco

Design separate mainline, and process plans through the Water District for conversion of campus to recycled water use.

2.2. Specifications

The Specifications will identify the types, manufacturers and/or qualities of materials to be used or incorporated into the work, will outline methods of installation, and will establish the quality of workmanship for the completed work.

FUNCTION	MAN HOURS	RATE	COST	ACCUM. COST
Irrigation upgrades and Low Water Use Courtyard: Carlton Hills, Sycamore Canyon, Rio Seco, Carlton Oaks, and Cajon Park				
1 PRELIM/DESIGN DEV.				
Create base sheets - site plan at 1"=20'	5.00	\$120	\$600.00	
Site visit - Meet with Maintenance Dept at 5 sites	10.00	\$120	\$1,200.00	
Create Conceptual Landscape Plan for one courtyard	3.00	\$120	\$360.00	
Develop Plant palette	2.00	\$120	\$240.00	
Design Development Meetings (2)	4.00	\$120	\$480.00	
Develop 3D View	3.00	\$120	\$360.00	
Revisions	3.00	\$120	\$360.00	
Coordination/documentation	3.00	\$120	\$360.00	\$3,960.00
2 Irrigation Plans				
CONSTRUCTION DOC'S:				
design/draft-base/title sheets	5.00	\$120	\$600.00	
design/draft-irrigation mainline separation (5 schools)	40.00	\$120	\$4,800.00	
recycled water sheets and water use calculations (3 schools)	6.00	\$120	\$720.00	
ball field irrigation design (1 school)	8.00	\$120	\$960.00	
plot 80% completion	5.00	\$120	\$600.00	
plan check corrections	10.00	\$120	\$1,200.00	
plot 100% completion	5.00	\$120	\$600.00	
specifications	5.00	\$120	\$600.00	
coordination with Health Dept./Water District	15.00	\$120	\$1,800.00	
Recycled corrections (3 schools)	12.00	\$120	\$1,440.00	
Research/documentation meetings	5.00	\$120	\$600.00	\$13,920.00
3 BID ADMIN./CONSTRN SUPPORT				
Addendas/clarifications/submittals	8.00	\$120	\$960.00	
Review submittals	5.00	\$120	\$600.00	
Job meetings (2 per school)	20.00	\$120	\$2,400.00	
Premaint and write up	15.00	\$120	\$1,800.00	
Final	10.00	\$120	\$1,200.00	\$6,960.00
4 RECORD DRAWINGS				
Draft and Plot Record Drawings	20.00	\$120	\$2,400.00	\$2,400.00
5 REIMBURSABLES				
Printing/delivery			\$3,000.00	\$3,000.00
GRAND TOTAL				\$30,240.00

2.6. Assumptions

Plans will be based upon existing architectural improvement plans, prepared by others. Locations of existing mainlines will be based upon existing as built and information provided by Client's landscape supervisor in the field.

Architect shall submit the plans for approval and processing for recycled water use to the Water District and County. Client shall provide necessary checks for submittal fees.

The landscape plans will be provided to the Client who will be responsible for submitting the plans to governing agencies for any other reviews and approvals, if required.

3. Construction Administration and Observation Phase

3.1. If requested, the Landscape Architect will assist in the construction administration aspects of the project which may include:

- Selection of bidders
- Bidding forms
- Bid analysis
- Meetings
- Addenda and clarifications
- Change orders
- Research
- Value engineering

3.2. The Landscape Architect shall make periodic visits to the site at the following stages of construction when authorized and requested by the Client or his agent:

- Pre-construction Conference
- Irrigation Pressure and Coverage Tests
- Plant spotting
- Pre Maintenance
- Final Maintenance

The Landscape Architect will, at that time, become generally familiar with the progress and quality of work and determine, where possible, if the work is proceeding in accordance with the plans and specifications. The Landscape Architect shall not be required, however, to make exhaustive or continuous on-site inspections to check the quality or quantity of work.

On the basis of such on-site observations, the Landscape Architect shall keep the Client informed of the progress and quality of work and shall endeavor to guard the Client against defects and deficiencies in work.

3.3. The Landscape Architect shall not have control or be in charge and shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and

programs in connection with the work, for the acts or omissions of any contractor(s) or subcontractors(s) or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the plans and specifications.

- 3.4. Interpretations and decisions by the Landscape Architect shall be consistent with the intent of this document and shall be in written or graphic form. The Landscape Architect's decision in matters relating to artistic effects shall, with the Client's approval, be final if consistent with the intent of the plans.

4. LANDSCAPE BUDGET

The budget for the Project, excluding the design fee, shall be provided, defined, and/or authorized by the Client prior to the construction drawing phase.

5. SCOPE OF SERVICES EXCLUDES

1. Changes in the scope of the Project or services. Changes not initiated by the Architect. Changes that are inconsistent with written approvals or instructions previously given or are required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents. Changes due to other causes not solely within the control of the Landscape Architect. "Value engineering" and changes due to "value engineering" when the landscape improvements shown on the plans by Architect are within 10% of the initially approved budget for those improvements.
2. Perspective drawings, renderings, scale models, mock-ups, samples, photography or written text.
3. Presentations at hearings, community groups or review committees.
4. Site design to ensure that the site plan by others will meet the minimum landscape area requirements as may be imposed by governing agencies.
5. Preparation of any additional documents for environmental mitigation or brush management. Submission of partially completed documents.
6. Plan processing (walking plans through the approving agencies and/or groups), and/or obtaining approvals by governing agencies.
7. Cost of permits, fees and/or meters. Estimates of projected utility uses and/or related costs.
8. Survey to establish existing conditions.
9. Engineering, design and/or selection of utility, mechanical and structural systems for walls, fences, paving, and subterranean structure protection.

10. Selection of plant materials at nurseries and/or arrange contract growing of specified plants.
11. Contract administration or contractor payments.
12. Maintenance specifications or manuals.
13. Time for finding and researching plans and files that are in storage after the project has been completed.
14. Providing any other services not otherwise included in this Agreement. These services may, however, be available as additional services.

6. TIME FOR PERFORMANCE

The Landscape Architect will prepare his drawings and specifications in a timely manner, but it is agreed that the Landscape Architect cannot be responsible for delays resulting from factors beyond his control, nor by factors which could not have been reasonably foreseen at the time this Agreement was prepared and executed. The dates for the completion of the services described herein are estimated to be as follows:

Preliminary Phase _____ Two months from the date that
a signed agreement is
received by the Architect.

Construction Documents _____ Two months from the date that
a signed agreement is
received by the Architect.

Construction Observation _____ To be determined

The Landscape Architect will have no obligation to perform services until the Client signs and returns this original Agreement. However, the Client agrees to pay for all services rendered and costs incurred prior to the execution of the Agreement. This Agreement shall be retroactive to the date that services were first performed.

7. DESCRIPTION OF PAYMENTS AND SERVICE FEE

Preliminary Phase (lump sum):	\$3,960
Irrigation Plans (lump sum):	\$13,920
Bid Admin/Constrn Support (lump sum):	\$6,960
Record Drawings (lump sum):	\$2,400
Reimbursable expenses (Allowance):	\$3,000

See attached exhibit "Santee Schools - Design Fee Estimate" for detailed break down of proposed tasks and associated fees.

8. HOURLY RATES AND ADDITIONAL SERVICES

Any additional services shall be based on the following hourly rates:

Landscape Architect	\$120.00
Clerical	\$35.00

Time for services performed outside the office starts and ends upon leaving and returning to the office.

In the event the scope of work changes to a degree that will alter the fee, the Client shall be notified in writing and a revised fee will be established. Requests for additional services will be documented and a completion time and compensation amount will be submitted for approval.

The Client agrees that if the Client requests the Architect to assist the Client on other matters, those services will be performed under the terms of this Agreement. The Client further agrees that this Agreement shall apply to all such other matters without the need for re-executing this Agreement.

9. ESCALATION DUE TO RESUMPTION OF SERVICES

If services are not initiated for at least six (6) months following the date this Agreement was signed by the Landscape Architect, or if services are suspended for at least six (6) months and later resumed, the Landscape Architect, at his option, may increase the hourly rates and fee for remaining services by an amount equal to the cost of living increase for that time period.

10. REIMBURSABLE EXPENSES

The following costs will be billed to the Client as a reimbursable expense.

1. Costs for photographic, xerographic, diazo, dry mounting, FAX and delivery services.*
2. In-house plots of presentation plans and reproducibles (vellums), and any additional plots requested by the Client, at a cost of \$2.50 per square foot.
3. Testing and analysis of soil for horticultural purposes.*
4. Any additional outside consultants as authorized by Client.*
5. Delivery, and/or shipping costs.*

*These costs shall be billed at 15% more than the cost to this office.

11. PAYMENT

Fees, including Reimbursable Expenses, are due and payable in full within 30 days of receipt. The Landscape Architect reserves the right to charge an

annual service fee of 12% (1% per month) on all accounts not paid within thirty days of presentation and until said account is paid in full.

12. CLIENT'S RESPONSIBILITIES

The Client shall provide (at the Client's own expense), the following:

1. Full information regarding the requirements of the Project.
2. Full information regarding the Project site including but not limited to: grades, property lines, easements, utilities, restrictions, encroachments, zoning, structures, vegetation, surveys, reports, and requirements of governing agencies, design guidelines and CC&R's.
3. Services requiring engineers, agronomists, or special consultants when such services are deemed necessary by the Landscape Architect.
4. Budgets, and the approval thereof, for the construction of all improvements within the Landscape Architect's scope of services.
5. Prompt written notice to the Landscape Architect when aware of changes, faults, or defects in the Project and/or Project documents, or non-conformance with the contract documents.
6. Information and approvals as expeditiously as possible for the orderly progress of the work.
7. Guaranteed access to the property and make all provisions for the Architect to enter upon the subject parcel as required by the Landscape Architect to perform his services under this Agreement.

13. PROJECT SUSPENSION, ABANDONMENT OR TERMINATION

If the project is suspended or abandoned the Landscape Architect shall be compensated for all services accomplished prior to receipt of written notice of such action by the Client, together with all Reimbursable Expenses then due.

If the Client discharges the Landscape Architect, or if the Landscape Architect withdraws from providing services, such action shall not destroy the Landscape Architect's right to the payment of the Landscape Architect's fees and costs advanced and for fees and costs incurred in the orderly transition of the Client's work. In such event, the Client shall immediately pay to the Architect the outstanding amount of service fees, interest, reimbursable expenses and costs.

14. OWNERSHIP OF AND CHANGES TO DOCUMENTS

Drawings and Specifications, as instruments of service, are and shall be the property of the Landscape Architect whether the project for which they are prepared is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference. The drawings and specifications shall not be used by the Client

on other projects, for additions to this project, or for completion of this project by others, provided the Landscape Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Landscape Architect.

Submission or distribution of documents to meet official regulatory requirements, or for other purposes in connection with the project, is not to be construed as publication in derogation of the Landscape Architect's rights.

The Client agrees to hold harmless and indemnify the Landscape Architect against all damages, claims, and losses arising out of any reuse of the plans and specifications without the written authorization of the Architect.

The Client agrees not to make, or cause to make, changes to the Landscape Architect's instruments of services without prior written consent of the Landscape Architect.

15. ARBITRATION OF DISPUTES

Claims or disputes arising out of or related to this Agreement shall, at the Landscape Architect's option, be referred to mediation. If mediation fails, these same claims or disputes shall, at the Landscape Architect's option, be referred to binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. In the event any claims or disputes are settled in the local, state or federal courts, the prevailing party shall be entitled to reasonable attorney's fees, witness fees, arbitration fees, and other costs associated with the arbitration proceeding, judicial or otherwise brought to settle any dispute between parties.

16. SUCCESSORS AND ASSIGNEES

This Agreement is not transferable by either signatory to a third party without the written consent of the other principal party.

17. NON-WARRANTY

The Landscape Architect will prepare plans and specifications in accordance with generally accepted professional practices for the intended use of the Project, however, the Landscape Architect makes no warranty for the same, either expressed or implied.

18. DISCLAIMER

Although the Landscape Architect must rely on the work and information furnished by others, and may need to incorporate their work and information into his plans and designs, the Landscape Architect does not guarantee the completion or quality of performance of any work provided by any other consultants, contractors or third parties, nor is the Landscape Architect responsible for the acts or omissions of any other consultants, contractors or third parties. The Landscape Architect makes no representations concerning soil conditions unless specifically included in writing in this Agreement and the Landscape Architect is not responsible for any liability that may arise out

of the making or failure to make soil surveys, or sub-surface soil tests or general soil testing.

19. LIABILITY

The Landscape Architect shall not be liable for any property damage, or personal or bodily injury caused by changes in the work whether such changes occur during or after construction, which do not conform to the requirements of the Construction Contract Documents. The Landscape Architect shall not be liable for the demise of any landscaping material caused by or contributed to by a failure of proper maintenance, disease, or exposure to natural or artificial processes or conditions.

20. WAIVER

One or more waivers of any term, condition, or covenant by the Landscape Architect shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, conditions, or covenant.

21. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties.

22. COUNTERPARTS

This Agreement may be executed in separate counterparts all of which, when combined with the other parts, shall constitute the entire document.

23. APPLICABLE LAW

The Agreement shall be governed by the law of the principal place of business of the Architect.

24. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with the Agreement terms through no fault of the other party. In this event, the Landscape Architect shall be paid his compensation for services performed to termination date including Reimbursable Expenses then due.

This Agreement shall be terminated when the Landscape Architect forwards to the Client the Final Application for Payment, or when the parties hereto agree to termination, or when termination occurs pursuant to the paragraph above, whichever event first occurs. Any applicable statute of limitations shall commence to run as to all acts, errors, or omissions, or failures to act, by either party to the Agreement, and any alleged cause of action shall be deemed to have occurred in any and all events on the date on which any act, error, or

omission, or failure to act is or should have been discovered, or when this Agreement is terminated, whichever event occurs first.

25. EXTENT OF AGREEMENT

This shall constitute the terms and conditions of the Agreement. There are no other understandings or agreements except as expressly stated herein. Any amendments or changes to these terms and conditions shall be made in writing and approved by both signatories. It is not the intent of the parties to this agreement to form a partnership or joint venture.

If this agreement correctly reflects our understanding, please sign and date the original where indicated below and return it to my attention. The enclosed copy of this Agreement is for your files.

The Landscape Architect will have no obligation to perform services until the Client signs and returns this original Agreement. However, the Client agrees to pay for all services rendered and costs incurred prior to the execution of this Agreement. This Agreement shall be retroactive to the date that services were first performed.

The undersigned hereby certify that I have read the foregoing Agreement and approve and agree to its contents.

By: George Mercer 5/12/09
George Mercer, President (Date)
Landscape Architect #4055
George Mercer Associates, Inc.
A California Corporation
4730 Palm Avenue, Suite 210
La Mesa, CA 91941

By: _____ (Date)

(Signature) (Date)

(Printed Name & Title)

Authorized Agent For: Santee School District

George Mercer Associates, Inc.
Santee Schools - Irrigation upgrades
5/13/09

#09-025
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Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at:

Landscape Architects Technical Committee
400 R Street, Room 4000
Sacramento, California 95814
(916) 445-4954

FUNCTION	MAN HOURS	RATE	COST	ACCUM. COST
Irrigation upgrades and Low Water Use Courtyard: Carlton Hills, Sycamore Canyon, Rio Seco, Carlton Oaks, and Cajon Park				
1 PRELIM/DESIGN DEV.				
Create base sheets - site plan at 1"=20'	5.00	\$120	\$600.00	
Site visit - Meet with Maintenance Dept at 5 sites	10.00	\$120	\$1,200.00	
Create Conceptual Landscape Plan for one courtyard	3.00	\$120	\$360.00	
Develop Plant palette	2.00	\$120	\$240.00	
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4 RECORD DRAWINGS				
Draft and Plot Record Drawings	20.00	\$120	\$2,400.00	\$2,400.00
5 REIMBURSABLES				
Printing/delivery			\$3,000.00	\$3,000.00
GRAND TOTAL				\$30,240.00

Consent Item D.3.3.
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

Approval of Consultant Services with Merrick+
Associates for Water Usage Reduction

BACKGROUND:

At the May 2, 2009 Capital Improvement Workshop, the Board approved moving forward with split irrigation systems and meters. In addition, an assessment of water usage and charges are warranted due to the cost of water increases being imposed due to stage 2 water reductions and drought determination. Administration recommends evaluating District water usage, and reductions made with modernization and report such fixture unit reduction to the Board and work with Padre Dam on evaluating the District's sewer impact charges based on new additions under the Capital Improvement Program (CIP). Merrick and Associates has provided plumbing consultant services for all of the school modernization projects and is recommended by administration for the consultant services required to do a domestic water usage analysis of before and after the capital improvements analysis.

RECOMMENDATION:

It is recommended that the Board of Education approve consultant services with Merrick+Associates to evaluate domestic water systems usage and reductions implemented from the Capital Improvement Program and report data needed for Padre Dam MWD assessments of sewer capacity charges for all schools. The potential cost savings will be made in our utility costs for sewer charges based on domestic water usage reductions. The current sewer charges within our water bills is \$150,000 per year and we anticipate the annual savings in sewer assessment fees for the CIP program building additions to be significantly reduced.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The consultant services will be provided for a not to exceed amount of \$7,500, billed at time and materials paid from the CIP program.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.3.
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9606 Tierra Grande Street, Suite 206
San Diego, California 92126
Phone: (858) 549-9980
Fax: (858) 549-9987

PROPOSAL / CONTRACT

Date: May 13, 2009

Attention: Christina Becker, Director of Facilities

Regarding: Santee School District Plumbing Fixture and Capacity Charge Analysis

Our proposal is based on a request for proposal from Christina Becker, Director of Facilities, for the Santee School District. The scope of work was determined through a meeting between Merrick & Associates, Inc. and Christina Becker on May 5, 2009 at the school district offices. We have included specific information on our scope of work and fees below:

A. Scope of Analysis:

1. Meetings with Padre Dam officials.
2. Calculate the existing plumbing fixtures currently in use at all nine (9) Santee School District (SSD) schools.
3. Incorporate into analysis the number of plumbing fixtures removed from capacity due to the closure of Santee School.
4. Determine the number of plumbing fixtures used by Padre Dam as their base calculations.
5. Perform a comparative analysis between current plumbing fixtures in use at SSD and the numbers used as the basis for Padre Dam.
6. A school by school format and spreadsheet analysis will be provided and shall include the number of plumbing fixtures currently in use, number of plumbing fixtures removed and not replaced during construction modernizations and the number of plumbing fixtures added during construction modernizations. Results will produce final counts and calculations for comparison.
7. Incorporate into analysis the reduced water consumption due to the removal of the central mechanical systems at eight of the nine SSD schools. Pepper Drive is still using a central mechanical system.
8. Provide recommendations to the SSD to assist with the reduction of capacity charges.

B. Plumbing Fixture and Capacity Charge Analysis Fee

1. Plumbing Fixture and Capacity Charge Analysis Fee..... \$7,500.00

C. Insurance Coverage

1. Professional Liability Insurance: \$1,000,000 Limit Annual Aggregate.
2. General Liability Insurance: \$2,000,000 Limit - Bodily Injury & Property Damage Combined.

D. Reimbursable Expenses

1. The Contractor and/or Owner will pay drawing reproduction costs.
2. Additional design work will be a reimbursable expense and will be charged on an hourly basis.

E. Hourly Fee Schedule

- 1. Principal \$125.00/HR
- 2. Associate \$115.00/HR
- 3. Engineer \$90.00/HR
- 4. Designer \$75.00/HR
- 5. Drafting \$55.00/HR
- 6. Clerical \$30.00/HR

F. Exclusions from Our Design Scope

- 1. Landscape design.
- 2. Electrical design.
- 4. Civil and Electrical Design.
- 5. Mechanical, Plumbing and Fire Protection Design
- 5. All fees required by government authorities.

Santee School District
9625 Cuyamaca Street
Santee, CA 92071

Merrick & Associates, Inc.
9606 Tierra Grande Street, Suite 206
San Diego, CA 92126



Christina Becker

Date: _____

David Merrick, P.E.
President

Date: May 13, 2009

Consent Item D.3.4.
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

Ratification of Retention Reduction for Capital
Improvement Program Projects

BACKGROUND:

During the course of Capital Improvement Program project construction, the construction contract allows the District to hold 10% of approved payments within an escrow retention account. On or after 50% of construction completion is accomplished on each construction project contract, the contractor can request the District to reduce retention from 10% to 5% and release the escrow funds in retention in excess of 5% to the contractor in good faith that a reasonable amount of the work has been performed and is done in an acceptable manner.

Barnhart-Heery has submitted a letter to the District for retention reduction on the three school 10-classroom addition contract projects at Rio Seco, Carlton Oaks, and Carlton Hills schools (see attached letter). Administration supports this request.

RECOMMENDATION:

It is recommended that the Board of Education authorize the reduction of the construction retention from 10% to 5% on the three Phase 1, 10-classroom construction contracts at Rio Seco, Carlton Oaks and Carlton Hills schools, and to notify the escrow account bank to reduce retentions to 5% of each contract and release funds in excess of the 5% of the contract amount to Barnhart-Heery.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no additional fiscal impact to the three 10-classroom addition projects construction contracts. This action simply releases retention funds in excess of 5% to Barnhart-Heery in good faith for work well done.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item D.3.4.

barnhart, inc.

Thursday, April 02, 2009

Mr. Bill Clark
Santee Elementary School District
9625 Cuyamaca Street
Santee, CA 92071

RE: Santee Program – Campus Modernization/New Construction
Subject: Retention Reduction Request

Mr. Clark,

Pursuant to Section 18 of the Construction Services Agreement for Lease-Leaseback, this shall serve as our official request to place on the 4/21/09 Board Agenda to reduce retention for the following projects;

Carlton Hills 10 Classroom
Carlton Oaks 10 Classroom
Rio Seco 10 Classroom

As previously done, the District shall withhold 5% of the total contract amount and release the remaining amount. I am available to work with Joy to determine the final amounts.

Please contact me to review and discuss at 858.231.3029.

Sincerely,



Michelle Reiner
Project Manager
barnhart, inc. a Heery International Company

cc: Christina Becker
Stan Streit
Andres Dolsen

shall in no way release Builder or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

D. District shall reimburse Builder as part of the GMP, the cost of bonds required hereunder.

Section 18. PAYMENTS TO BUILDER AND RETENTION

A. Builder shall finance the cost of Construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Agreement. The District shall pay Builder sublease payments pursuant to the terms and conditions of Section 6 of the Sublease (the "Sublease Payments"), which terms and conditions include the ten percent (10%) retention (except on General Condition costs as described in Exhibit C hereof, where no retention will be held) described in Section 6 of the Sublease (the "retention") and construction progress payments as invoiced by Builder monthly (the "Construction Progress Payments"). The District shall retain an amount equal to ten percent (10%) of each Construction Progress Payment. However, at any time after fifty percent of the work has been completed, if the governing board of the District finds that satisfactory progress is being made, it may make any of the remaining Construction Progress Payments in full. The Construction Progress Payments shall be commensurate with work performed to date. The sum of the Sublease Payments and Construction Progress Payments together shall not exceed the GMP established pursuant to section 5 hereof. No funds from the Bond shall be used to make Sublease Payments. With regard to the retention for both the Construction Progress Payments and the Sublease Payments, the District shall authorize the final payment of ten percent (10%) of the value of work done under this Agreement if the Project is unencumbered by stop notices or those stop notices have been bonded by a stop notice release bond or bonds, to be made within thirty (30) days after the date of completion of the Project, provided however, that in the event of a dispute between the District and Builder, the District may withhold from the final lease payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. For purposes of this Section 17, "completion" means any of the following as provided by Public Contract Code section 7107:

(1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

(2) The acceptance by the public agency, or its agent, of the work of improvement.

(3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of Builder.

(4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files

for record a notice of cessation or a notice of completion.

B. This Agreement is subject to the provisions of Public Contract Code section 7107, as may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Builder of said final payment of undisputed amounts shall constitute a waiver of all claims against District related to those amounts. At any time after fifty percent (50%) of the Project has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, the District may make any of the remaining payments in full for actual work completed or may withhold any amount not to exceed ten percent (10%) thereof as retention as the District may find appropriate based on Builder's progress.

Section 19. CORRECTION OF WORK: WARRANTY

Neither final payment nor any provision in the Contract Documents shall relieve Builder of responsibility for faulty materials or workmanship incorporated in the Project. Builder warrants that all work under this Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from the District, to remedy, repair or replace, without cost to the District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) year after the date of substantial completion of the Project, as defined in Section 11 of this Agreement. The foregoing warranty of Builder applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Builder and/or any party retained by, through or under Builder in connection with the Project, but the foregoing warranty of Builder does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Builder, except where such changes or additions to the Project are made in accordance with Builder's directions. No guarantee furnished by a party other than Builder with respect to equipment manufactured or supplied by such party shall relieve Builder from the foregoing warranty obligation of Builder. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Builder agrees to pass on equipment and materials warranties provided by manufacturers to the District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

Section 20. ASSIGNMENT OF ANTI TRUST CLAIMS

Builder offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business

Consent Item D.3.5.
Prepared by Lisbeth A. Johnson
May 19, 2009

Approval/Ratification of Final Contract Amount
for Rio Seco School and Carlton Oaks School
Modernization Projects

BACKGROUND:

Rio Seco School and Carlton Oaks School Modernization projects were completed and accepted at the April 21, 2009 Board of Education meeting. A Notice of Completion for each project was filed with the County Recorder's Office on May 6, 2009.

Administration has worked with Barnhart-Heery, Inc. to finalize all contract changes and cost claims to close out the projects. The awarded GMP with owner and shared contingencies was \$8,518,545 for the Rio Seco Modernization and \$8,542,887 for the Carlton Oaks Modernization. The final contract price is \$8,059,304 at Rio Seco School and \$8,096,198 at Carlton Oaks School. Santee School District's credit back savings are approximately \$900,000 for the Rio Seco and Carlton Oaks Modernization projects which is a reduction of future expenditures. This Board agenda item is only for the final contract amounts for the construction completion of both modernization projects.

RECOMMENDATION:

It is recommended that the Board of Education accept the final cost and all cost proposals and use of construction contingency and shared contingency distribution for the Rio Seco School Modernization and Carlton Oaks School Modernization projects, as attached.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The project savings of approximately \$900,000 will reduce the projected Capital Improvement Program budget by this amount.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.5.
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Discussion and/or Action Item E.2.2.
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

Adoption of Resolution Providing for the
Issuance and Sale of 2009 General Obligation
Bond Anticipation Notes of the Santee School
District; Authorizing Execution of Documents and
Taking Related Actions

BACKGROUND:

On November 7, 2006, the voters within the Santee School District ("District") voted to approve Proposition R to authorize the District to issue general obligation bonds to finance certain specified capital projects and facilities. These proceedings were authorized, and the election conducted, pursuant to the Constitution of the State of California ("State"), the provisions of Proposition 39, related State law and District Resolution No. 0607-05. Under Proposition 39 the affirmative vote requirement to authorize the bonds was 55%. Proposition R was approved by more than the required 55% affirmative vote.

The District has previously authorized, issued and sold four (4) series of Santee School District General Obligation Bonds, 2006 Election, in the aggregate par amount of \$41,094,271.30 (collectively the "Bonds") leaving not less than \$18,905,728.70 of the Proposition R bond authorization unissued.

The issuance of securities authorized pursuant to Proposition R is subject to the requirements and limitations of Proposition 39, including, but not limited to, the formation and appointment of the Citizens' Oversight Committee. The Board of Education ("Board") has taken action to form, and appoint members to, its Citizens' Oversight Committee.

Based upon the current facilities and finance plans of the District, and subject to the limitations of State law, it is proposed to issue and sell not to exceed \$18,905,728.70 of 2009 General Obligation Bond Anticipation Notes of the Santee School District ("2009 Notes") from the unissued portion of Proposition R funds at this time. The 2009 Notes would be issued for a number of reasons, including, but not limited to, completion of current District facilities projects on the projected time frames. It is expected that the 2009 Notes would be repaid from the proceeds of general obligation bonds issued under the Proposition R bond authorization at some point in the future. The 2009 Notes can also be repaid by renewal general obligation bond anticipation notes (not to exceed a total term of 5 years), from *ad valorem* taxes which may be levied against taxable property within the District (to the extent permitted by law) and from other District revenues and/or issued securities (if that were to prove necessary).

The 2009 Notes will be sold through Piper Jaffray & Co., as Underwriter ("Underwriter"). The District is represented by Bowie, Arneson, Wiles & Giannone, as District Bond Counsel ("Bond Counsel"), by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the School District ("Disclosure Counsel"), Dolinka Group, LLC, as Financial Consultant ("Financial Consultant") and Dissemination Agent ("Dissemination Agent") to the School District and California Financial Services, as Program Manager to the District ("Program Manager").

Under the requirements of State law, the 2009 Notes are issued by the District. The County Treasurer would hold the construction funds generated by the sale of the 2009 Notes.

Under the proposed documents, the Board would adopt Resolution No. 0809-39 providing for the issuance of the 2009 Notes. Certain of the terms governing the 2009 Notes would be set out in an Indenture that would be entered into between the District and the Trustee. The basic form of the Indenture is attached to Resolution No. 0809-39. The final terms of the 2009 Notes pertaining to maturity date, interest rate(s) and form(s) of the 2009 Notes and related matters will be set out in the Indenture once final sale terms are agreed to.

The proposed forms of the Note Purchase Agreement and the Continuing Disclosure Agreement relating to the 2009 Notes are also attached as exhibits to Resolution No. 0809-39. The Note Purchase Agreement sets out the terms under which the 2009 Notes would be sold to the Underwriter and includes factual representations that the Underwriter is required to confirm in order to consummate a valid purchase of the 2009 Notes. The Continuing Disclosure Agreement is a document delivered by the District to comply with federal on-going disclosure requirements. Those requirements apply to the 2009 Notes and require that the District (through the Dissemination Agent) annually provide certain information relating to the 2009 Notes (while they are outstanding) to investors and potential investors. The Note Purchase Agreement and Continuing Disclosure Agreement are presented in draft and will be finalized during the process for the issuance and sale of the 2009 Notes.

A Preliminary Official Statement, by which the 2009 Notes will be offered to purchasers for sale, has also been prepared and provided to the District and the members of the Board. The Preliminary Official Statement includes information concerning the 2009 Notes, the District and the District's financial information.

The District may, with the assistance of the Financial Consultant, Program Manager and Underwriter, apply for credit enhancement for the 2009 Notes through certain financial companies and may purchase such credit enhancement for the 2009 Notes if it is economically necessary or favorable to the District to do so.

All other documents for the issuance and sale of the 2009 Notes will be prepared and/or reviewed by the District's Bond Counsel, the District's Disclosure Counsel, the Underwriter and/or the Financial Consultant.

The District will also arrange, through the County, for the collection of the *ad valorem* taxes as may be necessary to repay interest due on the 2009 Notes pursuant to applicable statutory requirements.

Additional discussion of the relevant documents relating to the 2009 Notes is included in the following pages.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution #0809-39 to move forward with the issuance and sale of general obligation bond anticipation notes in order to finance identified school facilities projects, authorizing execution of documents and taking related actions.

This recommendation supports the following goals:

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

FISCAL IMPACT:

Based upon the current facilities and finance plans of the District, and subject to the limitations of State law, it is proposed to issue and sell not to exceed \$18,905,728.70 of 2009 General Obligation Bond Anticipation Notes of the Santee School District ("2009 Notes") from the unissued portion of Proposition R funds at this time.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.2.
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RESOLUTION NO. 0809-39

RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTEE SCHOOL DISTRICT PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$18,905,728.70 PRINCIPAL AMOUNT OF 2009 GENERAL OBLIGATION BOND ANTICIPATION NOTES OF THE SANTEE SCHOOL DISTRICT; APPROVING THE FORM OF AN INDENTURE; PRESCRIBING THE TERMS FOR SALE OF SUCH NOTES; AUTHORIZING THE EXECUTION AND DELIVERY OF A NOTE PURCHASE AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT FOR THE NOTES; AUTHORIZING EXECUTION OF OTHER NECESSARY DOCUMENTS; MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING RELATED ACTIONS

WHEREAS, the Santee School District ("School District") is a public school district organized and operating within the County of San Diego ("County") pursuant to the laws of the State of California ("State"), including, but not limited to, the State Constitution and the California Education Code ("Education Code"); and

WHEREAS, the issuance of not to exceed \$60,000,000 aggregate principal amount of general obligation bonds of the School District was authorized ("Bond Authorization") at an election duly called and regularly conducted within the School District on November 7, 2006 (further identified as "Proposition R") ("Bond Election"), pursuant to the provisions of the "Safer Schools, Smaller Classes and Financial Accountability Act" (also known as "Proposition 39"), the State Constitution and related State law; and

WHEREAS, the results of the Bond Election were certified by this Board of Education of the School District ("District Board") by adoption of Resolution No. 0607-15, adopted on January 9, 2007, pursuant to State law, which Resolution No. 0607-15 was filed as required by State law; and

WHEREAS, the proceeds of general obligation bonds or notes issued pursuant to the Bond Authorization are to be used for identified facilities financing projects (as set out in School District Resolution No. 0809-01, adopted on August 1, 2006, which is incorporated herein by this reference ("Resolution No. 0809-01")), as approved by the voters in the Bond Election; and

WHEREAS, the School District, pursuant to the provisions of California law, has authorized, issued and sold its (i) Santee School District General Obligation Bonds, 2006 Election, Series A, in the initial par amount of \$18,000,000 ("Series A Bonds"); (ii) Santee School District General Obligation Bonds, 2006 Election, Series B, in the initial par amount of \$12,385,076.75 ("Series B Bonds"); (iii) Santee School District General Obligation Bonds, 2006 Election, Series C, in the initial par amount of \$2,869,039.35 ("Series C Bonds"); and (iv) Santee School District General Obligation Bonds, 2006 Election, Series D, in the initial par amount of \$7,840,155.20 ("Series D Bonds" and collectively with the Series A Bonds, Series B Bonds and Series C Bonds, the "Prior Bonds"), leaving not less than \$18,905,728.70 of the Bond Authorization unissued; and

WHEREAS, pursuant to the provisions and limitations of California Education Code (“Education Code”) Section 15150 and related State law, California school districts may issue general obligation bond anticipation notes on a negotiated or competitive basis, maturing within a period not to exceed five years, in anticipation of the sale of general obligation bonds authorized at the time the notes are issued, provided that the proceeds received from the sale of such notes are used for authorized purposes; and

WHEREAS, the District Board has deemed it in the best interests of the School District to provide for the issuance and sale of general obligation bond anticipation notes designated as “2009 General Obligation Bond Anticipation Notes of the Santee School District” (“2009 Notes”) in the principal amount not to exceed \$18,905,728.70 for the purpose of providing funds to finance the acquisition and construction of facilities/financing projects as described in the Bond Authorization; and

WHEREAS, the District Board desires to retain Piper Jaffray & Co., as its Underwriter (“Underwriter”), Bowie, Arneson, Wiles & Giannone, as Bond Counsel (“Bond Counsel”), Orrick Herrington & Sutcliffe LLP, as Disclosure Counsel (“Disclosure Counsel”), the Dolinka Group, LLC as Financial Consultant (“Financial Consultant”) and Dissemination Agent (“Dissemination Agent”) and California Financial Services as Program Manager (“Program Manager”) to the School District in connection with the issuance and sale of the 2009 Notes; and

WHEREAS, the District Board has determined to authorize the execution and delivery of a Indenture (as further described and defined herein) for the purpose of issuing the 2009 Notes and providing for various terms and conditions concerning the 2009 Notes; and

WHEREAS, the District Board desires that the 2009 Notes be sold by negotiated sale and that the sale thereof may involve the purchase or acquisition of credit enhancement to secure repayment of the 2009 Notes; and

WHEREAS, the District Board has been presented with the forms of a Preliminary Official Statement, a Note Purchase Agreement (“Purchase Agreement”) and a Continuing Disclosure Agreement relating to the 2009 Notes, which documents are on file with the Clerk of the District Board; and

WHEREAS, based upon documentation presented to the District Board, the District Board is prepared to make certain findings and determinations concerning the issuance and sale of the 2009 Notes; and

WHEREAS, Proposition 39, and related State statutory provisions, require that the School District comply with various accountability measures, as further described below, which the School District has either previously complied with, or will comply with, during the course of issuing the 2009 Notes and/or expending 2009 Notes proceeds; and

WHEREAS, based on the foregoing, the District Board has determined that it is appropriate to adopt this Resolution, including making certain findings and directing certain related actions.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SANTEE SCHOOL DISTRICT, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. **Conditions Precedent.** The District Board determines that all acts and conditions necessary to be performed by the District Board or to have been met precedent to and in the issuance and sale of the 2009 Notes, as set forth herein, in order to make them legal and valid special obligations of the School District, have been performed and have been met, or will at the time of delivery of the 2009 Notes have been performed and met, in regular and due form as required by law; that no statutory or Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the 2009 Notes; and the School District is now authorized under Education Code Section 15150 *et seq.*, and related State law, to issue the 2009 Notes in the manner and form provided for in this Resolution and the documents and agreements described herein.

Section 3. **Purpose of Notes.** The 2009 Notes of the School District, in the aggregate Principal Amount of not to exceed \$18,905,728.70, shall be offered for sale, the proceeds of which are to be used for the purposes set out in School District Resolution No. 0607-05, as approved at the Bond Election and to pay all necessary costs or expenses incurred in the issuance, sale and delivery of the 2009 Notes.

Section 4. **Authority for Issuance of Notes.** The 2009 Notes shall be issued and offered for sale by the School District, pursuant to and in accordance with the California Constitution, the provisions of Proposition 39, this Resolution, Education Code Sections 15150, 15100 *et seq.*, 15266, and other applicable State law.

Section 5. **Issuance of 2009 Notes; Indenture.** The issuance of the 2009 Notes in an aggregate principal amount not-to-exceed \$18,905,728.70 is hereby authorized pursuant to the proceedings and legal authority referenced herein. The 2009 Notes shall mature on the date(s) and pay interest at the rates set forth in the Purchase Agreement (as defined and described herein). All provisions of the 2009 Notes not set forth in the Purchase Agreement shall be governed by the terms and conditions set forth in the Indenture ("Indenture") to be prepared by Bond Counsel to the School District and executed by the President of the District Board, or in the President's absence any other member of such body, or the Superintendent of the School District or the Superintendent's designees (each a "Designated Officer(s)"), which Indenture shall be in substantially the form attached hereto as Exhibit "A", which is incorporated herein by this reference, with such additions thereto and changes therein as are recommended or approved by Bond Counsel and Designated Officer, with such approval to be conclusively evidenced by the execution and delivery of the Indenture. Capitalized terms used in this Resolution which are not defined herein shall have the meaning(s) ascribed to them in the form of the Indenture attached hereto as Exhibit "A".

Section 6. **Negotiated Sale.** The Designated Officer (as defined in Section 5 above) is hereby authorized to negotiate the sale of the 2009 Notes to the Underwriter. The 2009 Notes shall be sold pursuant to the applicable provisions of Education Code Section 15150, related State law and the terms and conditions set forth in the Purchase Agreement, as described and defined herein.

Section 7. Approval of Form of Purchase Agreement; Execution and Delivery.

The 2009 Notes shall be sold by negotiated sale by the Designated Officer pursuant to the terms and conditions set forth in the Purchase Agreement, substantially in the form appended hereto as Exhibit "B" and incorporated by reference herein and the provisions hereof. The form of the Purchase Agreement is hereby approved and the Designated Officer is hereby authorized to execute and deliver the Purchase Agreement (when such Purchase Agreement is satisfactory to the Designated Officer) and the Designated Officer of the School District is hereby authorized to execute the Purchase Agreement, with such changes therein, deletions therefrom and modifications thereto as the Designated Officer shall determine, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of the 2009 Notes shall not exceed the statutory period authorized by the law at the time the 2009 Notes are sold, which term shall be set forth in the Purchase Agreement, the true interest cost for the 2009 Notes shall not exceed seven percent (7.00%) and the Underwriter's discount, not including any original issue premium or original issue discount, if any, shall not exceed one percent (1.00%) (exclusive of any original issue discount on the 2009 Notes which original issue discount shall not exceed 5.00%, and further excluding any amount the Underwriter agrees to pay as Costs of Issuance under the terms of the Purchase Agreement), of the aggregate principal amount of 2009 Notes sold thereunder. True interest cost for purposes of this Section means that nominal interest rate that, when compounded semiannually and used to discount the debt service payments on the 2009 Notes to the dated date(s) of the 2009 Notes, results in an amount equal to the purchase price of the 2009 Notes, excluding interest accrued to the date of delivery, if any. The Designated Officer is further authorized to determine the principal amount of the 2009 Notes of each maturity to be specified in the Purchase Agreement for sale by the School District, up to an aggregate Principal or issue amount of \$18,905,728.70, to determine whether to purchase or acquire credit enhancement, to modify, or eliminate, redemption terms for the 2009 Notes or to enter into and execute the Purchase Agreement, if the conditions set forth in this Resolution are met.

If it appears in the best interests of the School District to acquire credit enhancement to secure repayment of the 2009 Notes, the Designated Officer may so provide in the Purchase Agreement.

Section 8. Source of Repayment. The 2009 Notes shall be payable from the proceeds of the sale of general obligation bonds, or of any bond anticipation notes issued in renewal thereof pursuant to Education Code Section 15150 or from other funds of the School District lawfully available for the purpose of repaying the 2009 Notes as further described in the Indenture, including, but not limited to funds from the School Facilities Program of the State of California. Interest on the 2009 Notes shall be payable from the proceeds of the sale of general obligation bonds, from *ad valorem* taxes lawfully levied to pay principal of and interest on general obligation bonds or from other funds of the School District lawfully available for the purpose of repaying the interest on the 2009 Notes, including, but not limited to funds from the School Facilities Program of the State of California, as further described in the Indenture.

Section 9. Covenants. The covenants of the School District set forth in the Indenture to be executed in accordance with Section 5 above are hereby approved and shall, upon the execution and delivery of the Indenture, be deemed to be covenants of the District Board, and shall be complied with by the School District and its officers. The Indenture shall, upon the execution

and delivery of the Indenture, constitute a contract between the School District, the Trustee (as defined in the Indenture) and the Owners of the 2009 Notes.

Section 10. Trustee Services. The Designated Officers are hereby authorized to select a qualified financial entity to act as initial Trustee with respect to the Indenture, and the Designated Officer(s) is/are hereby authorized to enter into an agreement with the selected Trustee to provide such services to the School District.

Section 11. Execution of Notes; Authentication The 2009 Notes shall be signed by the President of the District Board (or in the President's absence, the Vice-President or acting President) by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of the District Board (or in the Clerk's absence, an Assistant Clerk or Secretary to the District Board), both in their official capacities. The facsimile signatures of the President and the Clerk (or such other School District officers as called for above) may be printed, lithographed, engraved, or otherwise mechanically reproduced. The District Board directs that the provisions of Education Code Sections 15181 and 15182 shall apply to such execution of the 2009 Notes.

No 2009 Note shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the 2009 Note is manually signed by the Trustee as authenticating agent for the 2009 Notes. Authentication by the Trustee shall be conclusive evidence that the 2009 Note so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 12. Delivery of Notes. The proper officials of the School District shall cause the 2009 Notes to be prepared and, following their sale, shall have the 2009 Notes executed, authenticated and delivered to the original purchaser upon payment of the purchase price in immediately available funds. The proper officials of the School District shall cause a true transcript of proceedings with reference to the issuance of the 2009 Notes to be prepared and furnished to the original purchaser of the 2009 Notes.

Section 13. Requested Cooperation from County Treasurer; Protections; Indemnification.

(a) The County Treasurer-Tax Collector ("Treasurer"), and other officers of the County are requested to assist the School District in the issuance, sale and administration of the 2009 Notes as set forth herein and in the Indenture (as such applied to such County officers).

(b) The Treasurer and the County are requested to keep, or cause to be kept, proper books of record and accounts to record (i) the amount of taxes collected for payment of interest on the 2009 Notes, (ii) all deposits, expenditures and investment earnings of funds in the Building Fund (as defined in the Indenture), and other funds held by the Treasurer, pursuant to the terms of the Indenture, including all accounts or subaccounts thereof, and (iii) all transfers of funds for the payment of the 2009 Notes. The Treasurer is requested to provide regular periodic written statements of such accounts to the School District. Such books of record and accounts shall, upon reasonable notice, during regular business hours be subject to the inspection of the School District,

the Trustee and the Owners of not less than ten percent (10%) of the principal amount of the 2009 Notes then outstanding, or their representatives authorized in writing.

(c) The County, including its Board of Supervisors, officers, officials, agents and employees, shall undertake only those duties of the County under this Resolution and the Indenture which are specifically set forth in this Resolution and the Indenture, and even during the continuance of an event of the School District's default with respect to the repayment of the 2009 Notes, including interest thereon, no implied covenants or obligations shall be read into this Resolution or the Indenture against the County, including its Board of Supervisors, officers, officials, agents and employees.

(d) The School District hereby agrees to indemnify, defend and hold harmless the County, including its Board of Supervisors, officers, officials, agents and employees, against the payment of any and all liabilities, losses, costs and expenses (including attorneys fees and court costs), damages and claims which the County, including its Board of Supervisors, officers, officials, agents and employees, may incur in the exercise and performance of its or their powers and duties hereunder which are not due to its or their negligence or bad faith.

Section 14. Preliminary Official Statement; Official Statement. Pursuant to the provisions of applicable State law and federal disclosure requirements a Preliminary Official Statement relating to the 2009 Notes has been prepared, and the use and distribution of the Preliminary Official Statement and a final Official Statement in connection with the sale of the 2009 Notes is hereby authorized. The Underwriter is hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the 2009 Notes. The Designated Officer is authorized to approve, execute and deliver, as applicable, copies of the Preliminary Official Statement and the final Official Statement, with such changes therein as such officer shall approve, in his or her discretion, as being in the best interests of the School District. Upon approval of such changes by such officer, the Preliminary Official Statement shall be deemed final as of its date, except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The District Board hereby authorizes and directs the Designated Officer to deliver to the Underwriter a certificate to the effect that the School District deems the Preliminary Official Statement, in the form approved by the Designated Officer, to be final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted under such Rule). The District Board hereby also authorizes and directs the Designated Officer to execute and deliver the final form of the Official Statement to the Underwriter upon its final date.

Section 15. Continuing Disclosure. The covenants concerning the Continuing Disclosure Agreement (as defined below) shall be as set forth in the Indenture, as executed and delivered.

For purposes of this Section, "Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement executed by the School District in connection with the 2009 Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. A form of the Continuing Disclosure Agreement is attached hereto as Exhibit "C" and incorporated by reference herein. The Designated Officer(s) are hereby authorized to approve, execute and deliver the final form of the Continuing Disclosure Agreement with such changes,

insertion and deletions as may be approved by such Designated Officer, which approval shall be conclusively evidenced by execution and delivery thereof.

Notwithstanding the foregoing, in the event that the maturity of the 2009 Notes does not require the provision of a continuing disclosure obligation from the School District under federal disclosure requirements, the Designated Officer may, in consultation with Disclosure Counsel, determine that no continuing disclosure document or agreement shall be provided by the School District with respect to the 2009 Notes. In such event, the first two paragraphs of this Section 15 shall be of no further force or effect.

Section 16. Compliance with Proposition 39. The School District hereby determines that it has complied, or will comply, with the applicable requirements prescribed by Proposition 39, and related applicable State statutory provisions, as follows:

- (a) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the proceeds of the sale of the 2009 Notes (exclusive of costs of issuance and delivery of the 2009 Notes) (“Note Proceeds” or “2009 Note Proceeds”) shall be used only for the purposes specified in the list of specific school facilities projects set forth in Resolution No. 0809-01 and approved by the voters in the Bond Election (“School Facilities Project List”) and not for any other purpose, including teacher and administrator salaries and any other school operating expenses.
- (b) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the School Facilities Project List was made available to the public for review prior to and during the Bond Election, which included the District Board's evaluation of safety, class size reduction, and information technology needs in developing the School Facilities Project List as set forth in Resolution No. 0809-01.
- (c) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the District Board shall conduct, or cause to be conducted, annual, independent performance audits to ensure that the 2009 Note Proceeds have been expended only on the school facilities projects identified in the School Facilities Project List.
- (d) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the District Board shall conduct, or cause to be conducted, annual, independent financial audits of the Note Proceeds until all of the Note Proceeds have been expended for the school facilities projects identified in the School Facilities Project List.
- (e) Proposition R and matters submitted to the voters as part of the Bond Election included statements in compliance with Education Code Section 15272.
- (f) The Proposition R election results have been certified by the District Board pursuant to Resolution No. 0607-15, and such resolution has been filed as required under Education Code Sections 15124 and 15274.
- (g) Pursuant to Education Code Sections 15278 *et seq.*, the District Board has established its Citizens’ Oversight Committee (“Committee”) and appointed

members thereto pursuant to the Committee Policy and Regulations previously adopted by the District Board.

Section 17. Compliance with State Law. That pursuant to Government Code Section 53410, the District Board hereby finds, determines and directs as follows:

- (a) The 2009 Note Proceeds shall be used only for the purposes set forth in the School Facilities Project List.
- (b) One or more funds or accounts (which may include subaccounts) as further described herein, and as set forth in the Indenture, shall be created into which the 2009 Note Proceeds shall be deposited.
- (c) The School District's Chief Financial Officer shall have the responsibility, no less often than annually, to provide to the District Board a written report which shall contain at least the following information:
 - (i) The amount of the 2009 Note Proceeds received and expended during the applicable reporting period; and
 - (ii) The status of the acquisition, construction, or financing of the school facility projects, as identified in the School Facilities Project List, funded with the 2009 Note Proceeds.

The report(s) required by this Section 17 may be combined with other periodic reports which include the same information, including, but not limited to, periodic reports made to the California Debt and Investment Advisory Commission or continuing disclosure reports or other reports made in connection with the 2009 Notes. The requirements of this Section 17 shall apply only until all the 2009 Notes are paid, redeemed or defeased, but if the 2009 Notes are refunded, such provisions shall apply until all such refunding Notes are paid, redeemed or defeased.

Section 18. Additional Findings and Directives. The District Board hereby finds, determines and directs as follows:

(a) The 2009 Notes shall be sold by negotiated sale as set forth in Sections 5, 6 and 7 of this Resolution and elsewhere herein.

(b) The 2009 Notes shall be sold by negotiated sale inasmuch as: (i) such a sale will allow the School District to utilize the services of consultants who are familiar with the financial needs, status and plans of the School District; (ii) such a sale will allow the School District to utilize the services of consultants at a lower cost than selecting, retaining and utilizing the services of consultants who are not familiar with the School District, its financing needs and related matters; (iii) such a sale will allow the School District to control the timing of the sale of the 2009 Notes to the municipal bond market in order to meet School District financing requirements in a timely manner; and (iv) such a sale will provide more flexibility in the timing of the sale, including an ability to implement the sale in a shorter time period and an increased ability to structure the

2009 Notes to fit the needs of particular purchasers, all of which will contribute to the School District's financing needs.

(c) The School District is represented by Piper Jaffray & Co., as its Underwriter, Bowie, Arneson, Wiles & Giannone, as Bond Counsel, Orrick Herrington & Sutcliffe LLP, as Disclosure Counsel, Dolinka Group, LLC as Financial Consultant and Dissemination Agent, and California Financial Services as Program Manager in connection with the 2009 Notes.

(d) The District Board estimates that the costs associated with the issuance of the Notes, including compensation to the Underwriter and any such costs which the Underwriter agrees to pay pursuant to the Purchase Agreement, are set forth in Exhibit "D", attached hereto and incorporated herein by this reference. Such costs of issuance of the 2009 Notes include (as applicable), but are not limited to, costs of credit enhancement, Bond Counsel and Disclosure Counsel fees and expenses, consultant fees and costs, rating agency fees, County costs, printing costs and related costs and expenses. Such figure is an estimate and shall not constrain or limit the School District as to the issuance and sale of the 2009 Notes pursuant to the directives and conditions set forth herein. It is currently expected that the 2009 Notes may be sold to the market at a premium, and that in such event such premium will be utilized to cover such costs of issuance such that the net amount deposited into the Building Fund for the 2009 Notes shall be substantially equal to the par amount of the 2009 Notes.

(e) The District Board hereby directs that following the sale of the 2009 Notes, the District Board shall be presented with the actual costs of sale, issuance and delivery costs associated with the 2009 Notes (as described herein) at the next occurring meeting of the District Board for which such information can be determined and presented in accordance with State law.

(f) The District Board hereby directs that following the sale and delivery of the 2009 Notes that an itemized summary of the costs of the sale, issuance and delivery costs of the 2009 Notes shall be provided to the California Debt and Investment Advisory Commission (CDIAC). The District Board hereby determines that submission of such information as part of the filing of the Report of Final Sale for the 2009 Notes made to CDIAC pursuant to State law, including Government Code Section 8855, shall constitute compliance, to the extent applicable, with the requirements of Education Code Section 15146(c)(2).

(g) The District Board hereby directs that as part of the authorization for issuance, sale, issuance and delivery of the 2009 Notes that all necessary filings with CDIAC shall be completed by the School District staff and/or its consultants on behalf of the School District. The District Board directs that confirmation of such filings shall be included in the transcript of agreements, resolutions, proceedings and documents prepared and delivered in connection with the authorization for issuance, sale and delivery of the 2009 Notes.

(h) The District Board hereby finds and determines that in the event that a portion of the principal amount of the 2009 Notes is utilized to fund capitalized interest on all or a portion of the 2009 Notes, as permitted pursuant to State law, that, for purposes of current law, such allocated portion of the 2009 Notes shall be considered as an interest payment(s) on the 2009 Notes.

Section 19. Approval of Actions. All actions heretofore taken by officers and agents of the School District with respect to the sale and issuance of the 2009 Notes are hereby approved,

confirmed and ratified. The President and Clerk of the District Board and the Superintendent and the Designated Officer(s) are each authorized and directed in the name and on behalf of the School District to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the 2009 Notes. Whenever in this Resolution any officer of the School District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in case such officer shall be absent or unavailable.

Section 20. Costs of Issuance Custodian Agreement. As provided in the Purchase Agreement, the Underwriter may be required to pay all or a portion of the Costs of Issuance from its own funds as a condition to the purchase of the 2009 Notes. The Board hereby authorizes the Designated Officer(s) to enter into a Costs of Issuance Custodian Agreement (or equivalent agreement) with a designated bank or financial institution. As provided in such agreement, amounts provided by the Underwriter for payment of Costs of Issuance shall be deposited thereunder and the payment of Costs of Issuance may be requisitioned by a Designated Officer(s) in accordance with the terms of such agreement.

Section 21. School District Consultants, County Costs and Other Costs.

(a) The Designated Officer is authorized and directed to contract for consultant services, including, but not limited to, legal and financial services, as specified below. The Designated Officer is authorized and directed to enter into, execute and deliver services agreements with such consultants.

(i) The Board hereby appoints the firm of Piper Jaffray & Co. to act as Underwriter to the School District relative to the issuance and sale of the 2009 Notes.

(ii) The Board hereby appoints the firm of Bowie, Arneson, Wiles & Giannone to act as Bond Counsel to the School District relative to the issuance and sale of the 2009 Notes.

(iii) The Board hereby appoints the firm of Orrick Herrington & Sutcliffe LLP to act as Disclosure Counsel to the District with respect to the issuance and sale of the 2009 Notes.

(iv) The Board hereby appoints Dolinka Group, LLC to act as Financial Consultant and Dissemination Agent to the District with respect to the issuance and sale of the 2009 Notes and related financing matters.

(v) The Board hereby appoints California Financial Services to act as the Program Manager to the District with respect to the issuance and sale of the 2009 Notes.

(b) That this District Board authorizes the payment to the County or County staff's out-of-pocket expenses and other County costs in connection with the County's support of, and participation in, the issuance of the 2009 Notes.

(c) The Superintendent, or the Designated Officer, of the School District is authorized and directed to contract for such other and further services, including legal, financial and related professional services, or as otherwise necessary so the School District may proceed with, and complete, the issuance and sale of the 2009 Notes as set forth herein.

The Superintendent, or the Designated Officer, of the School District is authorized and directed to contract for such other and further services, including legal, financial and related professional services, or as otherwise necessary so the School District may proceed with, and complete, the issuance and sale of the 2009 Notes as set forth herein.

Section 22. Furnishing of Certified Copies of Resolution. The Clerk of the District Board shall furnish, or cause to be furnished, two (2) certified copies of this Resolution to Bowie, Arneson, Wiles & Giannone and shall send one (1) copy of this Resolution to each of the following:

San Diego County Treasurer/Tax Collector
ATTN: Dan McAllister
1600 Pacific Highway, Room 101
San Diego, CA 92101

San Diego Chief Financial Officer/Auditor and Controller
ATTN: Juan Perez
1600 Pacific Highway, Room 077
San Diego, CA 92101

San Diego County Counsel
ATTN: Rachel Witt
1600 Pacific Highway, Room 355
San Diego, CA 92101

San Diego County Office of Education
ATTN: Mikal Nicholls
6402 Linda Vista Road, Room 607
San Diego, CA 92111

Section 23. Effective Date. This Resolution shall take effect immediately upon its adoption by the District Board.

[Remainder of this page is blank]

ADOPTED, SIGNED AND APPROVED this 19th day of May, 2009.

SANTEE SCHOOL DISTRICT:

By _____
President of the Board of Education of the
Santee School District

ATTEST:

By _____
Clerk of the Board of Education of the
Santee School District

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

I, Barbara L. Ryan, Clerk of the Board of Education of the Santee School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Education of such School District at a meeting of said Board held on the 19th day of May, 2009, of which meeting all of the members of the Board had due notice and at which a quorum thereof were present and acting throughout and for which notice and an agenda was prepared and posted as required by law and that at said meeting such resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Education of the
Santee School District

Consent Item D.3.1. Approval/Ratification of Final Contract Amount for
Prepared by Bill Clark Cajon Park Modernization
May 5, 2009

BACKGROUND:

Cajon Park School Modernization was completed and project completion was accepted at the January 20, 2009 Board meeting. A Notice of Completion was filed with the County Recorder's Office.

Administration has worked with Barnhart, Inc. to finalize all contract changes and cost claims to close out the projects. The awarded GMP with owner and shared contingencies was \$6,744,897 for the Cajon Park Modernization. The final contract price is \$6,544,495. Santee School District's credit back savings is \$200,402 for the Cajon Park Modernization. This Board agenda item is only for the final contract amounts for the construction completion of the Cajon Park School Modernization. .

RECOMMENDATION:

It is recommended that the Board of Education accept the final cost and all cost proposals and use of construction contingency and shared contingency distribution as attached.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Project savings of \$200,402 will be returned to the Capital Improvement Program budget, if approved by the Board.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.1.
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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF SIX

PAGES

TO OWNER:
Santee School District
9625 Cuyamaca Street
Santee, CA 92071

PROJECT: 8025
Cajon Park Modernization
10300 N. Magnolia
Santee, CA 92071

APPLICATION NO: 11
 PERIOD TO: 4/30/2009
 Distribution to:
 OWNER
 ARCHITECT
 INSPECTOR

FROM CONSTRUCTION MANAGER:
douglas e. barnhart, inc.
10760 Thornmint Road
San Diego CA 92127

VIA ARCHITECT:
Trittipo Architecture & Planning
1890 Diamond St.
San Marcos, CA 92078

CONTRACT FOR: **Modernization Increment I & II**

CONTRACT DATE: **02/02/2008**

FINAL BILLING

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 6,744,897.00
 2. Net change by Change Orders \$ (200,402.00)
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 6,544,495.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 6,544,495.00

5. RETAINAGE:
 a. 10 % of Completed Work \$ 483,084.00 *
 (Column D + E on G703)
 b. 10 % of Stored Material \$
 (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 483,084.00
 6. TOTAL EARNED LESS RETAINAGE \$ 6,061,411.00
 (Line 4 Less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 5,937,997.00
 8. CURRENT PAYMENT DUE \$ 123,414.00
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 483,084.00
 (Line 3 less Line 6)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 123,414.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: [Signature] Date: 4/27/09
[Signature] Date: 4/27/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	(\$200,402.00)
TOTALS	\$0.00	(\$200,402.00)
NET CHANGES by Change Order	(\$200,402.00)	
NET CHANGES by Change Order	(\$200,402.00)	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

* SSD Board Approved Release of Retention at 11/18/08 Board Meeting. No further retention to be withheld from December Billings forward.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Cajon Park School Modernization

Owner Construction Contingency Utilization Log

Item #	Sub-contractor Effected	Owner C.O.#	Date of C.O.	Description of Work	Reason	Cost of Work	Percent Complete	Billable Amount	Contingency Balance	
Initial Contingency Amount										321,185
1	Advance Plumbing	10	7/18/2005	Replace Existing Copper That Was Stolen From Bldgs. A, C, D & E	(a)	4,555	100%	4,555		Billed \$4,555 on July 06 Pay App #2
2	JBF	11	07/23/05	Change G.D.-1 Frame To Trimly Frame @ Bldg. G Wheelchair Lin	(c)	290	100%	290		
3	JBF	15	07/23/05	RFI #93: Unserviceable Frames & Doors A11 & A13	(d)	2,964	100%	2,964		
4	Cuyamaca	16-R	07/30/05	Bldg. A, D & G: Floor Joist Investigation and Fix	(a)	33,198	100%	33,198		
5	JBF/Schlegel	19	08/07/05	RFI #95: Remove Existing Valve, New Ingarion @ Front Entrance	(d)	3,142	100%	3,142		
6	Advance Plumbing	21	08/14/05	RFI #46: Replace 3" Gate Valve With 3" Ball Valve	(c)	751	100%	751		
7	Brady	20	08/14/05	Owner Request for Additional Tack Panel @ Bldg. G South Wall	(b)	4,543	100%	4,543		Billed \$45,395 on August 06 Pay App #3
8	A&S Flooring	23	08/14/05	(3) Additional Walk Off Mats (Doorway ED-1-A, GD-2-C, GD-2-D)	(b)	507	100%	507		
9	Baker/JBF/A&S Flooring	24	08/21/05	CCA #5: Addition of New Door & Light Fixture in Bldg. E	(b)	8,661	100%	8,661		
10	JBF/Schlegel	25	08/29/05	Install Hinge to Pass Inspection Test	(d)	2,135	100%	2,135		
11	Baker Electric	26	09/11/05	Provide & install New Cocks	(b)	530	100%	530		
12	Baker Electric	29	09/11/05	Provide & install New Bell System	(b)	11,304	100%	11,304		
13	Baker Electric	30	09/11/05	Install Power Outlet for Water Heater in Bathroom E5	(d)	1,022	100%	1,022		
14	Baker Electric	31	09/11/05	Provide and install Separate Disconnect/Power Exhaust to AC Units	(d)	2,672	100%	2,672		
15	Brady	32	09/11/05	Panel Changes Per District Request	(b)	8,576	100%	8,576		
16	Roto-Rooter	36	09/11/05	Roto-Rooter Investigations: Existing Area Drain & Sewer Problems	(b)	1,121	100%	1,121		
17	Team-C	37	09/21/05	RFI #106: Provide ADA Compliant Drop & Parking Lot	(c)	365	100%	365		
18	JBF	38	09/21/05	Acquis: Existing Doors to Meet 519: Max Flush Code	(b)	887	100%	887		
19	Roto-Rooter	39	09/21/05	Bldg. A Drinking Fountain Backup	(b)	717	100%	717		
20	Roto-Rooter	40	09/18/05	Tree Roots in Existing Front Area Drain @ Bldg. C	(e)	475	100%	475		Billed \$39,370 on September 06 Pay App #4
21	JBF/Cuyamaca	2	08/21/05	CCA #2: Bldg. D - Provide Wood Door, Hollow Metal Frame and Classroom Lever Lockset for DD4A & DD4E	(d)	5,405	100%	5,405		
22	Baker Electric	12	08/21/05	ASI #4: Additional Conduit for Future Solar	(b)	5,465	100%	5,465		
23	Brady	18	08/21/05	RFI #40: Patch Over Abandoned Curtain Pocket	(d)	1,294	100%	1,294		
24	JBF	3	9/15/2005	Hardware Revisions Per Submittal Review Comments	(c)	9,902	100%	9,902		
25	Institutional Cabinet/Brady/Baker	27	9/25/2005	Owner Request for Additional Kindergarten Teaching Walls in K-5 & K-6	(b)	16,473	100%	16,473		
26	Barnhart/Mirshew	43	9/25/2005	RFI #37: Grate Thresholds for ADA Compliance - Bldgs. A, D, E & G	(b)	9,117	100%	9,117		
27	Max Demo	44	9/25/2005	RFI #59: Remove Asbestos Transite Pipe in Janitory Closet G1	(d)	315	100%	315		
28	Baker Electric	46	10/27/2005	RFI #1: 17H: Additional Electrical Work to Relocate Flv Fans @ Kitchen	(d)	919	100%	919		
29	Brady	48	10/27/2005	RFI #64: Suspended GWB Cjg. in Bathrooms A11 & A13	(d)	3,700	100%	3,700		
30	Cuyamaca/C&I Roofing	45	10/16/2005	Termite Infested Glu-Lam	(a)	21,572	100%	21,572		
31	Cuyamaca	51	10/16/2005	Bldg. B Roof Joist Investigation and Fix	(a)	29,795	100%	29,795		
32	Team-C	52	10/16/2005	New Bus Benches	(b)	1,042	100%	1,042		
33	Institutional Cabinet/Brady/Baker	54	10/16/2005	Owner Request for Additional Teaching Wall in C21A	(b)	3,500	100%	3,500		
34	Advance Plumbing	55	10/23/05	Fix-Work Sewer POC at Southside of Bldgs. B & C Greenway	(a)	3,124	100%	3,124		
35	Brady/Cuyamaca	56	10/23/05	Balance for Furr Out @ Exterior Electrical Pultboxes that Did Not Meet ADA Compliance	(e)	53	100%	53		Billed \$116,793 on October 06 Pay App #5
36	West Tech/Brady/JBF/Baker Advance/Alpha/Wolverne/Cuyamaca/CM	50	11/07/05	CCA #1: Bldg. B - Additional Demo, Window, Door, Casework, Mechanical Plumbing & Electrical in B23	(b)	15,048	100%	15,048		
37	Baker Electric	57	11/07/05	Add (1) 4-Way Switch in Multi-Purpose Room	(c)	889	100%	889		
38	A&S Flooring	58	11/07/05	Demolish Carpet & Install VCT in HM B23	(b)	1,330	100%	1,330		Billed \$17,267 on November 06 Pay App #6
39	Baker Electric	60	12/04/05	RFI #59R1: Added (6) Heat Detectors in Multipurpose Room (required by code)	(d)	2,426	100%	2,426		Billed \$2,426 on December 06 Pay App #7
40	Max Demo	63	12/15/05	CCR 16P: Missed Demo Cost	(b)	222	100%	222		
41	C&I Roofing	64	12/15/05	Repair Roof Leaks at Bldgs. A & D due to Existing Roof Condition	(b)	1,399	100%	1,399		
42	Brady	66	12/15/05	Bulletin #1: Revise Library Signage	(b)	1,380	100%	1,380		
43	Brady	62	12/16/05	Owner Request for Tack Panel at (2) Walls in C27	(b)	3,316	100%	3,316		
44	Brady	65	12/16/05	Owner Request to Paint Bldg. E Admin Workroom Cabinets	(b)	467	100%	467		
45	Baker Electric	67	12/16/05	Owner Request to Add Remote Control for Bell System in the Admin	(b)	449	100%	449		
46	IFSE	68	12/16/05	Owner Request to Add (2) Tray Sinks to Moote Cold Pan Unit	(b)	821	100%	821		
47	JBF	69	01/08/06	Bulletin #5: Add Door Alarms to (5) Doors @ Library Tech Bldg. H	(b)	1,996	100%	1,996		
48	Barnhart	70	01/08/06	Steam Clean Kitchen Floor (Barnhart offered to help pay 1/2 of bill)	(b)	(234)	100%	(234)		
49	C&I Roofing	71	01/08/06	Fix Roof Leaks @ Bldgs. A, B, C, D, E & G (not in trade scope)	(b)	3,589	100%	3,589		
50	Barnhart	72	01/08/06	Owner Reimbursable: Xerox Missing As-Built Sheets	(b)	110	100%	110		
51	Advance Plumbing	73	01/20/06	RFI #148: Bldg. H Water Service Routing to Garden & Project Safe	(d)	2,788	100%	2,788		Billed \$23,993 on January 06 Pay App #8
52	Baker Electric	35	01/20/06	Add Data & Outlets to VP & Admin Office	(b)	7,690	100%	7,690		
53	Brady	74	01/22/06	Bldg. H: Add Insulation @ Walls Opened During Construction	(b)	1,882	100%	1,882		
54	Mirshew	75	01/22/06	Library Tech New Drawings: Missing Steel Details	(c)	1,101	100%	1,101		
55	Brady	76	01/30/06	RFI #157: Bldg. C - Hardie Ceiling Conflict in Bathrooms C21 & C22	(a)	3,966	100%	3,966		\$9,854
56	East County/Advance Plumbing/Barnhart Concrete/JS Asphalt	77	02/13/06	Kindergarten Drinking Fountain Sewer Connection Upgrade	(a)	2,903	100%	2,903		NO BILLING on February 09 Pay App #9R
57	Cuyamaca/Brady	78	03/05/06	RFI #92: Bldg. A - Frame Over Door AD-7B Due to Conflict w/ Existing Electrical Panel	(a)	445	100%	445		
58	Cuyamaca/Brady	79	03/06/06	RFI #123: Bldg. B Frame Over Door BD-20-B Due to Conflict w/ Existing Electrical Panel	(a)	445	100%	445		
59	Cuyamaca/Max Demo/Team C	81	03/12/06	RFI #146R1: Bldg. H - Move Window & Associated Footing/Shear Panel Due To Conflict w/ Existing Switchboard	(a)	6,576	100%	6,576		
60	Max Demo/Team C	82	03/12/06	RFI #150: Bldg. H - Additional Footing Demolition	(a)	2,755	100%	2,755		
61	Alpha	83	03/12/06	RFI #164: Bldg. C - Flashing Cap @ Gravity Vent @ Bldg. G - Sheetmetal Cap	(a)	1,134	100%	1,134		
62	Stratton	84	03/20/06	Bldg. B: Terrazzo Patchback n Boys Toilet Due to Asbestos	(b)	536	100%	536		
63	Cuyamaca	85	03/20/06	Bldg. C: Floor Joist Investigation and Fix	(a)	29,406	100%	29,406		\$44,927
64	Bigdy	88	04/10/06	Bldg. B - Hardie Ceiling Conflict in Bathrooms B24, B25, B26, B28	(a)	3,630	100%	3,630		Billed \$54,781 on March 09 Pay App #10
65	Cuyamaca/JBF/Brady/Advance Plumbing/Wolverne	89	03/27/06	Bulletin #3, 3.1, 3.2 Bldg. H: Revised Computer Lab, Library Casework, Window Frames, Window Glazing, Doors, Door Frames & Hardware	(b)	9,758	100%	9,758		
66	A&S Flooring	90	03/27/06	Bldg. B: Threshold Repairs to Meet ADA Compliance	(b)	1,582	100%	1,582		
67	Barnhart/Roto-Rooter	91	03/27/06	Bldg. C: Fix Slow Draining Sink in Girls Bathroom	(e)	288	100%	288		
68	Cuyamaca	92	04/03/06	RFI #131 & DSA Bldg. H Drawings: Added Supports for A/C Unit, GLB Changes, King Stud & Post	(b)	4,978	100%	4,978		4275 here and 264 from 67% Shared
Period Ending						Apr 2009	Total Cost of Work Column	321,166	321,166	
Billing Number:						11	Total Cost of Work Complete	321,166		
							Percentage Complete	100%		

LEGEND

- (a) Unforeseen Conditions
- (b) District Requested
- (c) The Division of State Architecture (DSA) Modifications
- (d) Errors & Omission
- (e) Scope Bust
- (f) Value Engineering

Cajon Park School Modernization

33% Contractor's Shared Construction Contingency Utilization Log

Item #	Sub-contractor Effected	Owner CO#	Date of C.O.	Description of Work	Reason	Cost of Work	Percent Complete	Billable Amount	Contingency Balance
	Initial Contingency Amount								114,641
1	Minshew	103	04/17/09	CCA #7: Bldg. H: Credit for Gate Deletions [\$6,920: 67% = \$4,636; 33% = \$2,284]					2,284
2	Frank & Son	97	04/17/09	Bldg. H: Credit for Asphalt Not Installed [\$14,405: 67% = \$9,651; 33% = \$4,754]					4,754
3	Team-C	106	04/20/09	Bldg. H: Credit for Colored Concrete [\$1,593: 67% = \$1,067; 33% = \$526]					526
4	Baker Electric	101	04/17/09	Garden By Bldg. H: Repair Power in Storage Container Per District M&O Request [AG agreed to pay half \$208; District \$208]	(b)	208	100%	208	
5	Max Demo	86	04/20/09	RFI #97: Additional Demolition of Double Layer Asphalt Discovered in Parking Lot [\$4,094: Shared 67% = \$2,743; 33% = \$1,351]	(a)	1,351	100%	1,351	
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

Period Ending: April 2009

Billing Number: 11

Total Cost of Work Column: 1,559
 Total Cost of Work Complete: 1,559
 Percentage Complete: 1%

LEGEND

- (a) Unforeseen Conditions
- (b) District Requested
- (c) The Division of State Architecture (DSA) Modifications
- (d) Errors & Omission
- (e) Scope Bust
- (ve) Value Engineering

Consent Item D.3.2. Approval of C&V Consulting, Inc. for Survey Work
Prepared by Bill Clark at Pepper Drive, Chet F. Harritt, and Hill Creek Schools
May 5, 2009

BACKGROUND:

At its August 21, 2007 meeting, the Board of Education approved aerial surveys and onsite surveying. All of the work is completed for the Phase I – Five Schools project. Additional onsite surveying is needed for the Phase II – 10-classroom addition projects at Pepper Drive, Chet F. Harritt, and Hill Creek schools.

RECOMMENDATION:

It is recommended the Board of Education approve additional topographic survey services at Pepper Drive, Chet F. Harritt, and Hill Creek schools as described above estimated at \$16,100.

This item supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of additional topographic survey services is approximately \$16,100 and will be funded from the Capital Improvement Program (CIP).

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.2.
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CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING & SURVEYING
18 TECHNOLOGY,
SUITE 154
IRVINE, CALIFORNIA 92618
T. 949.769.6600
F. 949.769.6605

April 3, 2009

Christina Becker
Director of Facilities
Santee School District
District Office
9625 Cuyamaca Street
Santee, Ca, 92071

RE: Surveying Services, Santee Unified School District, Santee, California

Dear Christina:

C & V Consulting, Inc. (CVC) is pleased to offer our proposal to provide "Surveying Services" to support the development of the Hill Creek, Pepper Drive & Chet Harritt school sites.

We would like to express our sincere enthusiasm over the prospect of working with Santee School District on this assignment.

A copy of our proposal, consisting of 4 pages, is included herein and incorporated by this reference.

We hope that the services described in our proposal meet with your requirements and expectations. As such, we may add or delete items as requested by Santee School District.

if the following scope of services meets with your approval, sign in the designated area below for authorization to proceed and FAX to our office at (949) 769-6605. A Fax signature may be used for all purposes as an original.

Sincerely,

C & V CONSULTING, INC.

Charles J. Priolo, Jr., P.E.,
Principal

AUTHORIZATION TO PROCEED
AGENT FOR Santee School District

Santee School District

1

C & V Consulting, Inc.

4/3/2009

EXHIBIT A

SCOPE OF SERVICES

Introduction:

It is our understanding that this field survey will be prepared to support the Civil Engineering design services provided by C&V Consulting, Inc., necessary to support the development of the Hill Creek, Chet Harritt & Pepper Drive School sites respectively.

C&V Consulting, Inc. is a sub-consultant to Trittipho Architects.

Task 1. Field Survey for Final Design

- C & V Consulting will provide the field survey necessary for final engineering design to support the development of the Hill Creek, Chet Harritt & Pepper Drive School sites. Specifically, to provide the following:
 - Topographic survey of building pad and surrounding area including future Pepper Drive School detention basin location.
 - Point of connections to water, sewer, and storm drain utilities.
 - Above ground features lying within grading pad and surrounding area.
- This task is an estimate/allowance and will be provided on a time and material basis as requested.

EXHIBIT B

FIXED FEE SCHEDULE

Fees to be paid as follows:

Description of Task	Fee
Surveying Services	
1a. Field Survey for Final Design (T&M) Hill Creek School	2,500
1b. Field Survey for Final Design (T&M) Chet Harrit School	2,500
1c. Field Survey for Final Design (T&M) Pepper Ave School	5,000
Proposal Total	\$10,000
Estimated Reimbursables	\$300

SERVICES NOT INCLUDED

The following services, other than indicated herein, are not included in the scope of services. These can be provided on a time and material basis per the attached Schedule of Hourly Billing Rates:

- Agency Fees
- Certifications for Office & Field
- Monumentation
- Aerial Topography
- Boundary Survey

REIMBURSABLES

Government fees, delivery costs (such as United Parcel Service charges), and the costs of prints/reproductions are **NOT** included in our fee. We propose to use Trittipi Architecture & Planning's O.C.B. account for all such costs. These items are "reimbursable" items and will be shown separately on our invoice and billed to the Client at cost if necessary. For the purposes of this proposal we have estimated the cost of reimbursables (shown as a line item). This is a budgetary figure that will not be exceeded without your prior authorization.

EXTRA SERVICES

Any service requested which does not fall within the scope of services listed herein, or any duplication of work due to changes desired by the Client, will be performed on an "Extra Services" basis, in accordance with CVC's enclosed Schedule of Hourly Billing Rates.

BILLING

Invoicing will be monthly and based on the work completed for each item shown in the Scope of Services. Payment must be made no later than thirty (30) days after receipt of invoice.

Exhibit C
C & V CONSULTING, INC.
SCHEDULE OF HOURLY BILLING RATES

Rates Effective through August 31, 2009

<u>CIVIL ENGINEERING /WATER RESOURCES</u>	<u>HOURLY</u> <u>RATE</u>
Principal/Vice President	\$150.00
Project Director	\$130.00
Senior Project Manager	\$115.00
Senior Water Resources Manager	\$135.00
Senior Project Engineer/Land Surveyor	\$110.00
Project Manager	\$100.00
Project Engineer	\$ 95.00
Design Engineer, Designer	\$ 90.00
Senior CADD Technician	\$ 80.00
CADD Technician, Junior Engineer, Drafter	\$ 75.00
Project Coordinator	\$ 60.00
Technician, Researcher	\$ 60.00
Administrative Assistant	\$ 45.00
 <u>SURVEY/MAPPING</u>	
Director of Survey	\$145.00
Professional Land Surveyor	\$155.00
Senior Project Surveyor	\$120.00
Senior Land Surveying & Mapping Technician	\$118.00
Land Survey Analyst	\$115.00
Survey Technician 3	\$108.00
Survey Technician 2	\$105.00
Survey Technician 1	\$100.00
1 - Man Crew	\$137.00
2 - Man Crew	\$228.00
3 - Man Crew	\$294.00
 ○ <u>Per union agreement, there is a 4, 6, and 8-hour minimum charge for field survey work.</u>	
○ <u>Union increases may impact fees & rates presented herein.</u>	

R:\S\Santee School District\4-03-09 Santee School District Survey.doc



April 27, 2009

Christina Becker
Director of Facilities
Santee School District
District Office
9625 Cuyamaca Street
Santee, Ca, 92071

RE: Additional Services, Pepper Drive School Site, Santee Unified School District, Santee, California

Dear Christina:

C & V Consulting, Inc. (CVC) is pleased to offer our proposal to provide "Civil Engineering Services" for the development of the 10 classroom building at the Pepper Drive school site.

Task 1.0 Establish Northern Property Line

The purpose of this proposal is to establish the Northern Property line of the subject property in order to identify any "material discrepancies" between PL lines and existing lines of occupation and/or encroachment by others. Specific sub tasks are noted as follows:

- Review Title Report Legal Description & underlying documents.
- Research record documents and maps
- Calculate search points for field crew to look for boundary monuments
- Perform a Field Survey of North Boundary to establish survey control and search for exiting monuments and points of record including areas North of North Boundary.
- Plot and analyze found monuments, easements of record, topographic features and incorporate into School base map.
- Provide a Preliminary Title Report with underlying documents of the subject property.
- Discuss findings & recommendations in report letter format.

Assumptions & Exclusions:

- With the exception of the North property line, the other boundary lines will be established per the title report legal description and not per a field survey.
- Monuments will not be set.
- A record survey is not included.

Total Fee: \$5,800

If the above scope of services meets with your approval, sign in the designated area below for authorization to proceed and FAX to our office at (949) 769-6605. A Fax signature may be used for all purposes as an original.

Sincerely,

C & V CONSULTING, INC.

Charles J. Priolo, Jr., P.E.,
Principal

AUTHORIZATION TO PROCEED
AGENT FOR Santee School District

P:\SISNTE-001\Admin\Proposals\2009-4-23_Establish PL_Pepper_Proposal.doc

Consent Item D.3.3. Approval of Performance Auditor Anthony Fulton/AF Consultants
 Prepared by Bill Clark for Contract Services and Audit Reporting Services
 May 5, 2009 for the Independent Citizens' Oversight
 Committee Capital Improvement Program

BACKGROUND:

The Board of Education has directed staff to make every effort to ensure the Santee School District Capital Improvement Program (CIP) is effectively managed. The past two years, the Board approved services for an annual performance audit to be conducted by Mr. Anthony Fulton of AF Consultants. Mr. Fulton has provided the District with many recommendations of benefit to the program. Proposition R was issued under the provision of Proposition 39 which includes a requirement that the District's Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed.

The 2nd annual report focus was shared and discussed with the Independent Citizens' Oversight Committee (ICOC), when it decided what to have reviewed the first year and what to have reviewed in the second year.

Administration has found the work of Mr. Fulton to be very beneficial and requests approval to continue with a 2nd annual performance audit. Mr. Fulton was recommended by ICOC member Chris Cate of the Taxpayers' Association for his work with Gafcon and other local school districts. AF Consultants audit services for year one and proposed for year two are attached.

RECOMMENDATION:

It is recommended that the Board of Education authorize the contract with AF Consultants to continue with performance auditor contract services for the ICOC/Capital Improvement Program.

This item supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact for an ICOC performance audit report and program improvement services by AF Consultants is \$10,000. This fiscal impact will be funded from the Capital Facilities Fund 25.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.3.
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Discussion and/or Action Item E.2.2.
Prepared by Dr. Lis Johnson
May 5, 2009

Issuance and Sale of 2009 General
Obligation Bond Anticipation Notes
of the Santee School District

BACKGROUND:

Based upon the current facilities and finance plans of the District, and subject to the limitations of State law, it is proposed to issue and sell not to exceed \$19,000,000* of 2009 General Obligation Bond Anticipation Notes of the Santee School District ("2009 Notes") from the unissued portion of Proposition R funds at this time.

A placeholder has been provided for the Superintendent to share with the Board any progress made on attaining the Bond Anticipation Notes up to this date.

RECOMMENDATION:

the Superintendent will update the Board on any progress made on attaining the Bond Anticipation Notes up to this date. Action is at the discretion of the Board.

Motion:

Second:

Vote:

Agenda Item E.2.2.

BACKGROUND:

The Santee School District Community Day School (CDS), Santee Success Program (SSP), has been housed at a residential mobile home facility at 10250 Magnolia Avenue since 2002. The District received notice this past year that the temporary permit has expired for this building and that the program must be housed in a California Division of the State Architect (DSA) approved facility.

CDE criteria that were considered for the ideal SSP facility include:

- Isolated from street traffic and noise
- Gated for security
- Has a dedicated entrance/exit
- Has its own bathroom
- Has space for confidential conversations, such as between a student and counselor, probation officer, etc.
- Includes a "time out" space
- Includes an area for PE for team building
- Includes a room where all students can be gathered for whole group activities
- Includes tables and seating areas outside
- Incorporates computer technologies in the classroom
- Has wall space for class projects and community honor roll, etc.

Education Code Section 48661 (1), (2), and (3) provides that a Community Day School may not be situated on the same site as an elementary, middle, junior high, comprehensive high, opportunity or continuation school, except under the following circumstances:

When the governing board of a school district that is organized as a district to serve kindergarten and grades 1 to 8, inclusive, but no higher grades, certifies by a two-thirds vote of its membership that satisfactory alternative facilities are not available for the CDS.

The following locations were considered for the relocation of the Santee Success Program.

- **Option 1:** Move SSP to the north half of the annex facility and make minor accommodations of fencing, painting and cleaning. There is sufficient room for both the Alternative School and the Santee Success Program. The two programs can be completely separated with the fencing and each program would have its own entrance/exit. This facility allows for extra rooms for small group or individual counseling and/or instruction. Fiscal impact of the move is approximately \$2,000.

- **Option 2:** Move SSP students to a surplus relocatable classroom at the old Cajon Park Junior High School. This would require the addition of a restroom within the relocatable building. This building would provide one classroom only. Fiscal impact is approximately \$15,000.
- **Option 3:** Move a surplus relocatable classroom to the M&O yard. This would require the addition of a restroom facility and fencing. This building would provide one classroom only. Fiscal impact \$55,000 for building relocation and \$15,000 for restroom addition and sewer connection.

RECOMMENDATION:

Administration recommends the implementation of Option 1. This facility most closely adheres to the recommendations of the CDE. Maintaining the SSP in the current facility is not recommended as it does not meet DSA requirements.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

- Option 1: Fiscal impact approximately \$2,000.
- Option 2: Fiscal impact approximately \$15,000.
- Option 3: Fiscal impact approximately \$70,000.

Costs would be paid from capital facilities funds.

STUDENT ACHIEVEMENT IMPACT:

The relocation plans will positively impact the student learning environment.

Motion:		Second:		Vote:		Agenda Item E.3.1.
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