



Santee School District

SCHOOLS:

- Arjun Park
- Arton Hills
- Arton Oaks
- Chet F. Harritt
- Hill Creek
- Pepper Drive
- Prospect Avenue
- Rio Seco
- Sycamore Canyon
- Alternative
- Success Program

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

**BOARD OF EDUCATION
REGULAR MEETING
A G E N D A
July 7, 2009**

District Mission

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

A.	OPENING PROCEDURES – 7:00 p.m.	Page #
	1. Call to Order and Welcome	
	2. District Mission	
	3. Pledge of Allegiance	
	4. Approval of Agenda	
B.	REPORTS AND PRESENTATIONS	6
	1. Superintendent's Report	
	1.1. Developer Fees Collection Report	7
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	1.3. Enrollment Report	9
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C.	PUBLIC COMMUNICATION	12
	<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are tape recorded.</i>	
D.	CONSENT ITEMS	13
	<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	

Superintendent	Page #
1.1. <u>Approval of Minutes</u> It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	14
Business Services	
2.1. <u>Approval/Ratification of Travel Requests</u> It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	23
2.2. <u>Acceptance of Donations</u> It is recommended that the Board of Education accept donations listed in the item in the amount of \$42,077.00	25
2.3. <u>Approval/Ratification of Revolving Cash Report</u> It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.	27
2.4. <u>Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement</u> It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending June 30, 2009 and authorize administration to submit the report to SDCOE.	29
2.5. <u>Approval of Agreement with Chapman University</u> It is recommended that the Board of Education approve the Agreement with Chapman University.	31
Capitol Improvement/Modernization	
3.1. <u>Approval/Ratification of Final Contract Amount for Rio Seco School and Carlton Oaks School Modernization Projects</u> 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.	39
3.2. <u>Authorization to Final Notice of Completion Documents for 10-Classroom Addition Projects at Carlton Hills, Carlton Oaks, and Rio Seco Schools</u> It is recommended that the Board of Education authorize the filing of the Notice of Completion documents for the completed projects as listed above.	48
3.3. <u>Approval of Hazardous Waste Disposal Services with North State Environmental</u> It is recommended the Board of Education approve of North State Environmental for the proper disposal of hazardous waste materials accumulated annually by the District routine operations.	49
Educational Services	
4.1. <u>Approval of Agreement Between the Grossmont Union High School District Adult School and the Santee School District</u> It is recommended that the Board of Education approve the agreement with the Grossmont Union High School District Adult School to provide free Adult English as a Second Language (ESL) classes.	50

4.2.	<u>Approval of Agreement with San Diego County Office of Education for Science Outreach Program</u>	53
	It is recommended that the Board of Education approve the Science Outreach Program Field Trip Agreement with San Diego County Office of Education.	
Human Resources		
5.1.	<u>Personnel, Regular</u>	58
	It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	
5.2.	<u>Approval to Renew Annual Agreement with Attorney Firm Fagen, Friedman & Fulfrost</u>	61
	It is recommended that the Board of Education approve the annual agreement for personnel attorney services.	
5.3.	<u>Approval to Renew Annual Invoice / Agreement with Aesop Automated Sub Calling System</u>	66
	It is recommended that the Board of Education approve the annual invoice/ agreement with Aesop.	
5.4.	<u>Approval of Credential Waiver</u>	68
	It is recommended that the Board of Education approve the credential waiver.	
5.5.	<u>Approval to Increase the Work Year for the Coordinator of the Out-of-School Time Program Position</u>	69
	It is recommended that the Board of Education approve an increase in work year for the Coordinator of Out-Of-School Time Programs position, effective July 1, 2009.	
5.6.	<u>Adoption of Resolution No. 0910-01, Layoff of Identified Classified Position</u>	70
	It is recommended that the Board of Education adopt resolution no. 0910-01.	
E.	DISCUSSION AND/OR ACTION ITEMS	72
	<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
Business Services		
1.1.	<u>Suspension of OPEB Funding Plan</u>	73
	It is recommended that the Board of Education suspend funding of the GASB 45 OPEB liability until fiscal conditions improve.	
Capital Improvement/Modernization		
2.1.	<u>Update on Summer Infrastructure Projects</u>	74
	Administration will provide a status update and a timeline to the Board of Education for the Infrastructure Projects at Phase II schools. Any action taken is at the discretion of the Board.	
2.2.	<u>Appointment of Independent Citizens' Oversight Committee Membership</u>	75
	It is recommended that the Board of Education appoint membership of the ICOC from the applications presented this evening.	

F.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	77
G.	CLOSED SESSION	78
1.	Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)	
2.	Conference with Labor Negotiator (Govt. Code § 54956.8)	
	<i>Purpose: Negotiations</i>	
	<i>Agency Negotiator: Minnie Malin, Director of Human Resources</i>	
	<i>Employee Organizations: Santee Administrators Association</i>	
	<i>Santee Teachers Association</i>	
	<i>California School Employees Association</i>	
H.	RECONVENE TO PUBLIC SESSION	78
I.	ADJOURNMENT	78

Please note: Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting.

*The next regular meeting of the Board of Education is scheduled for
July 21, 2009, at 7:00 p.m.
in the Douglas E. Giles Educational Resource Center.*

Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

___ El-Hajj
___ Burns
___ Ryan
___ Carlisle
___ Bartholomew

Opening Procedures Item A.

OPEN SESSION 7:00 p.m.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the July 7, 2009 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Patrick Shaw, Ed.D.
July 7, 2009

The following items are presented for Board information:

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

Agenda Item B.

Requests For Use Of Facilities - July 7, 2009						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Cajon Park						
Sonshine Haven	Classroom	9/3/09 - 6/10/10	Thursday	2:10 pm - 3:40 pm	50	
California School Fitness	Media Center & Outside	9/28/09 - 6/7/10	Monday	1:50 pm - 2:50 pm	10 - 30	
Sonshine Haven***	Classroom	10/14/09 - 5/26/10	Wednesday	2:00 pm - 3:30 pm***	30 - 35	
Carlton Oaks						
Momentum Tutoring	Classroom	9/7/09 - 5/27/10	Mon - Thurs	2:20 pm - 5:20 pm	20 - 40	
California School Fitness	Media Center & Outside	9/30/09 - 6/16/10	Wednesday	2:35 pm - 3:35 pm	12 - 30	
Chet F. Harritt						
Sonshine Haven***	Classroom	9/8/09 - 5/25/10	Tuesday	12:00 pm - 2:00 pm***	50	
California School Fitness***	Media Center & Outside	9/29/09 - 6/8/10	Tuesday	1:50 pm - 2:50 pm***	10 - 30	
Hill Creek						
California School Fitness***	Media Center & Outside	10/1/09 - 6/17/10	Thursday	1:40 pm - 2:40 pm***	10 - 30	
Pepper Drive						
California School Fitness	Media Center & Outside	9/28/09 - 6/14/10	Monday	2:40 pm - 3:40 pm	10 - 30	
Prospect Avenue						
California School Fitness***	Media Center & Outside	9/30/09 - 6/16/10	Wednesday	1:00 pm - 2:00 pm***	10 - 30	
Hotspurs USA Soccer Club***	Grass Fields	6/16/09	Tuesday	4:30 pm - 7:30 pm***	30 - 40	
Santee School						
Hotspurs USA Soccer Club***	Grass Fields	6/18/09	Thursday	4:30 pm - 7:30 pm***	30 - 40	
Santee Pioneer***	Ball Fields	9/4/09 - 11/24/09	Mon - Sat	3:00 pm - 10:00 pm***	60	

***NOTE: USE MAY BE LIMITED DUE TO MODERNIZATION AT VARIOUS SITES.

**Santee School District
ENROLLMENT REPORT
6/18/2009 **Last day of school
Month 10 Week 4**

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	06/18/09 Total Reg	6/12/2008** Total Reg	# Diff	% Diff	06/18/09 SDC	06/12/08 SDC	# Diff SDC	% Diff SDC	Prior Week		
																		##### Total All	6/5/09 Total All	Total Diff
Cajon Park	105	103	98	98	100	93	116	104	121	938	922	16	1.7%	32	30	2	6.7%	970	970	0
Carlton Hills	39	41	45	38	50	53	55	98	102	521	538	-17	-3.2%	40	44	-4	-9.1%	561	563	-2
Carlton Oaks	73	65	76	67	93	103	99	114	123	813	817	-4	-0.5%	38	44	-6	-13.6%	851	853	-2
Chet F. Harritt	89	68	68	76	76	74	72	53	65	641	640	1	0.2%	26	25	1	4.0%	667	669	-2
Hill Creek	91	96	96	93	88	85	68	89	96	802	773	29	3.8%	30	28	2	7.1%	832	835	-3
Pepper Drive	70	78	76	78	74	91	81	77	79	704	698	6	0.9%	12	10	2	20.0%	716	717	-1
Prospect	49	51	48	48	59	57	48	54	56	470	441	29	6.6%	18	18	0	0.0%	488	489	-1
Rio Seco	105	92	90	83	107	89	78	93	77	814	802	12	1.5%	23	20	3	15.0%	837	837	0
Sycamore Canyon	46	47	38	54	38	41	33			297	302	-5	-1.7%	22	27	-5	-18.5%	319	319	0
SUBTOTAL	667	641	635	635	685	686	650	682	719	6000	5933	67	1.1%	241	246	-5	-2.0%	6241	6,252	-11
Alternative School	3	5	2	3	9	7	7	4	10	50	52	-2	-3.8%					50	50	0
Success Academy							0	5	8	13	18	-5	-27.8%					13	13	0
NPS					2				1	3		3	#DIV/0!					3	3	0
EAK	116									116	117	-1	-0.9%					116	116	0
SUBTOTAL	119	5	2	3	11	7	7	9	19	182	187	-5	-2.7%					182	182	0
TOTAL	786	646	637	638	696	693	657	691	738	6182	6,120	62	1.0%					6423	6,434	-11

6/12/2008 - last day of school for 07-08 school year.

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

	PK	
Cajon Park	3	973
Hill Creek	7	839
Prospect	21	509
Sycamore Canyon	14	333

Total Enrollment Including PK
6468

Schedule of Events

<i>Date</i>	<i>Event</i>
July 21	Board Meeting 7:00 p.m.
August 4	Board Meeting 7:00 p.m.
August 10	Principals return for the 2009-10 school year.
August 11	School Secretaries return for the 2009-10 school year.
August 12	Vice Principals return for the 2009-10 school year.
August 18	Board Meeting 7:00 p.m.
August 26	School Offices open to the public.
August 31	Teachers return. Welcome Back Event 7:45 a.m. Trolley Center
September 1	Board Meeting 7:00 p.m.
September 7	Labor Day Observance (District Closed)
September 8	First day of school for students for the 2009-10 school year.

Reports & Presentations Items B.2. Video Presentation
Prepared by Dr. Pat Shaw
July 7, 2009

BACKGROUND:

In challenging economic times it is important to keep our focus on continuous educational improvement. Global changes may seem distant but do have an impact on Santee students and the educational program they receive.

Tonight, the Superintendent will present a video titled, "Did you Know? Shift Happens!" to highlight the competitive world our students will encounter and the importance to continue our implementation and focus of teaching 21st Century skills.

Agenda Item B.2.

PUBLIC COMMUNICATION Item C.

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

Agenda Item C.

CONSENT ITEMS Item D.

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

Consent Item D1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
July 7, 2009

BACKGROUND:

Presented for Board approval –

- June 16, 2009, regular meeting minutes

RECOMMENDATION:

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

Motion:		Second:		Vote:		Item D.1.1.
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SANTEE SCHOOL DISTRICT
REGULAR MEETING
OF THE BOARD OF EDUCATION

June 16, 2009
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President El-Hajj called the meeting to order at 7:05 p.m. and read the District Mission Statement.

Members present:

Dianne ElHajj, President
Dustin Burns, Vice President
Barbara Ryan, Clerk
Allen Carlisle, Member
Dan Bartholomew, Member

Administration present:

Dr. Lisbeth Johnson, Superintendent and Secretary to the Board
Dr. Patrick Shaw, Incoming Superintendent
Karl Christensen, Assistant Superintendent, Business Services
Emily Andrade, Assistant Superintendent, Educational Services
Minnie Malin, Director, Human Resources
Linda Vail, Executive Assistant and Recording Secretary

2. President El-Hajj invited Mr. Jim Rosa, a 5th grade teacher at Sycamore Canyon School, to lead the members, staff and audience in the Pledge of Allegiance.

President El-Hajj introduced honored guests in the audience: County Superintendent, Dr. Randy Ward; Mayor Randy Voepel; Rorick Luepton, Field Representative from Assembly member Joel Anderson's office; and Ellen Malin, Field Representative from Senator Dennis Hollingsworth office. Mrs. El-Hajj also introduced Dr. Patrick Shaw, incoming Superintendent.

3. Approval of Agenda

It was moved and seconded to approve the agenda.

Motion: Ryan Second: Burns Vote: 5-0

B. REPORTS AND PRESENTATIONS

1. **Superintendent's Report**

- 1.1. Developer Fees Collection Report
1.2. Use of Facilities Report
1.3. Enrollment Report
1.4. Schedule of Upcoming Events
1.5. Sixth Annual Santee School District Foundation and Santee Chamber of Commerce Golf Tournament

Dr. Johnson reported this would be her last regular Board meeting as Superintendent. Dr. Johnson shared that 11 years ago, after going through the interviews for Assistant Superintendent, she had second thoughts and almost did not come to Santee. Becoming the Assistant Superintendent proved to be her dream job: developing curriculum, visiting classrooms, and supporting and working with teachers. Dr. Johnson decided to apply for the Superintendent position when it became vacant, even though the District was going through declining enrollment. The Board members have been Dr. Johnson's greatest supporters in both her professional career and in her personal life. This has been the best job she has had in her life. Each Board member has a special quality from which she has learned and Dr. Johnson will remember their kindness, support, coaching, wisdom, problem solving, and collaboration to make this the best District ever.

Emily Andrade reported on the upcoming Chamber/Foundation Golf Classic to be held on June 24, 2009 at Carlton Oaks Country Club. The awards dinner begins at 6:00 p.m. The funds raised at this event are used to support technology in classrooms for students.

2. **Santee School District Board of Education's Proposal to Modify Articles of the Current Collective Bargaining Agreement Between Santee School District and Santee Teachers Association**
3. **Spotlight on Education: County Awards**
Patricia Noujaim and Debbie Towne: Biliteracy Awards
Terry Johnson: Greater San Diego Reading Association Award

Emily Andrade introduced three District teachers who have recently received awards:

- Terry Johnson, Language Arts Specialist at Rio Seco, received the Literacy Award from the Greater San Diego Reading Association.
- Patricia Noujaim, Curriculum Resource Teacher and Debbie Towne, Language Arts Specialist at Pepper Drive, were honored at the San Diego County Biliteracy Awards presentation on May 28, 2009 for their contributions and commitment to English learner students and families.

President El-Hajj presented each teacher with a certificate of recognition.

4. Classroom of the Future Foundation Presentation

Dr. Johnson introduced Mr. Tom Dillon and Mr. Richard Sherman from the Classroom of the Future Foundation (CFF). Dr. Johnson shared that throughout the year administration has been working with the CFF and in June and next year will be training teachers in Project-Based Learning.

Mr. Dillon said Dr. Johnson has shared about Santee School District with the committee and has laid the basis for sustainable improvement that will carry on after she leaves. The Foundation is interested in project-based learning and professional development, where he believes Santee is already the best in San Diego. The Foundation wishes to assist Santee to continue to succeed and become a model for other districts to replicate. Mr. Dillon said it is a rare district that encourages and rewards innovation, and that is what the Foundation is all about.

Mr. Dillon and Mr. Sherman presented Dr. Johnson with a check for \$15,000 for teacher training provided by the Buck Institute of Education (BIE) during this summer.

President El-Hajj said BIE is going to be a wonderful workshop and the continuing education they will be receiving will be great. She thanked the Foundation for recognizing the tremendous effort of teachers and administrators and the District will continue the legacy left by Dr. Johnson.

Dr. Johnson shared that Sempra Energy provided a large part of this donation and wished to recognize their support.

5. Spotlight: Dr. Lis Johnson, Retiring Superintendent

President El-Hajj introduced San Diego County Superintendent Dr. Randy Ward. Dr. Ward presented Dr. Lis Johnson with a proclamation honoring her extraordinary service to children and families.

President El-Hajj introduced Mayor Randy Voepel. Mayor Voepel presented a proclamation from the City of Santee proclaiming June 30, 2009 as Dr. Lis Johnson Day in the City of Santee. He thanked Dr. Johnson for making a difference in the lives of Santee youth. He presented Dr. Johnson with a box of chocolates and a dozen white roses, representing her unselfish purity of service to the citizens of Santee.

Ellen Malin, from Senator Hollingsworth's office, and Rorick Luepton, from Assemblyman Anderson's office, presented Dr. Johnson with a proclamation from Senator Hollingsworth and Assemblyman Anderson for 34 years of exceptional service in education and her six years making Santee one of the best running school districts in San Diego County.

President El-Hajj shared how invaluable Dr. Johnson has been over the past nine years. The Board was in shock when Dr. Johnson said she would be retiring. President El-Hajj has always been impressed with her commitment to education and to children. A slide show of photos taken during Dr. Johnson's superintendency was presented.

Member Burns remembered hiring Dr. Johnson and said it has been a phenomenal ride over the past years. She has been an integral part of his family and is a great lady.

Member Bartholomew said he first met Dr. Johnson as a parent, frequently communicating with her. Dr. Johnson is very genuine and does everything in a great way. He told Dr. Johnson to take some time to spend with her family and enjoy retirement. Dr. Johnson has been a great mentor, a wise council, and is greatly respected.

Member Carlisle said he first met Dr. Johnson through Rotary. He has been continually impressed by Dr. Johnson's amazing ability to rally the troops and gain the respect and admiration of her staff. Staff members go where she leads them. He has great respect for Dr. Johnson and he and his family wish her the very best in retirement.

Member Ryan thanked Dr. Johnson, and like an energizer bunny, for never tiring from doing what she believed is the best for children and families in Santee. She thanked Dr. Johnson for putting Santee School District on the map in student performance, technology, modernization, and all of the other challenges. Dr. Johnson asked the Board to allow her to lead the District to a higher level and she has not disappointed them. Member Ryan thanked Dr. Johnson for her leadership and for all she has done.

President El-Hajj quoted Dr. Johnson from her State of the District address last September, "It is choice not chance that determines your destiny." and said she was glad Dr. Johnson made "us" her choice.

The Board presented Dr. Johnson with a solar powered Mova Globe. Dr. Johnson said the Santee Board was a fabulous Board to work with.

President El-Hajj adjourned the meeting at 7:55 p.m. for a short reception honoring Dr. Johnson. President El-Hajj reconvened the meeting at 8:10 p.m.

C. PUBLIC COMMUNICATION

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

D. PUBLIC HEARINGS

1. 2009-10 Santee School District Budget

President El-Hajj opened the public hearing on the 2009-10 Santee District Budget. There were no comments. President El-Hajj closed the public hearing.

2. Santee School District Board of Education's Proposal to Modify Articles of the Current Collective Bargaining Agreement Between Santee School District and Santee Teachers Association

President El-Hajj opened the public hearing on the Santee School District Board of Education's Proposal to Modify Articles of the Current Collective Bargaining Agreement Between Santee School District and Santee Teachers Association. There were no comments. President El-Hajj closed the public hearing.

E. CONSENT ITEMS

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

1.1. Approval of Minutes

2.1. Approval/Ratification of Travel Requests

2.2. Approval/Ratification of Expenditure Warrants

2.3. Approval/Ratification of Purchase Orders

2.4. Acceptance of Donations

2.5. (Pulled for separate consideration.)

2.6. Approval of Agreements for Student Transportation Services

2.7. Adoption of Resolution Designating Authorized Agents to Execute OPSC Documents

3.1. Ratification of Hazardous Waste Disposal of Science Chemicals from Prospect Avenue School

3.2. Approval of Western Environmental Hazmat Reporting per ADHERA Regulations

4.1. (Pulled for separate consideration.)

4.2. Approval of Medi-Cal Administrative Activities (MAA) Agreement with Orange County Department of Education

4.3. Approval of Annual Evaluation of the Alternative Education School

4.4. Approval of the Consolidated Application, Part I, for the 2009-10 School Year

4.5. (Pulled for separate consideration.)

5.1. Personnel, Regular

5.2. Approval of New Job Description for Instructional Media Technician

5.3. Approval of Reclassification of Out-of-School Time Program Accounting Assistant II

5.4. (Pulled for separate consideration.)

It was moved and seconded to approve Consent Items.

Motion: Carlisle **Second:** Bartholomew **Vote:** 5-0

2.5. Approval/Ratification of Annual Agreements for 2009-10

(Pulled by Member Burns for separate consideration.) Members Burns and Ryan said they would abstain from the vote of the annual agreements with the County Office of Education and Rady Children's Hospital because they are employed by those vendors. Member Burns moved to approve the remaining annual agreements.

Motion: Burns **Second:** Ryan **Vote:** 5-0

Member Bartholomew moved to approve the annual agreements with the County Office of Education and Rady Children's Hospital.

Motion: Bartholomew **Second:** Carlisle **Vote:** 3-0 (Burns, Ryan, abstain)

4.1. Approval of Agreement for Mandated Student Health Screenings with Rady Children’s Hospital (Pulled by Member Ryan for separate consideration.)

Member Ryan said she would abstain from this item because the agreement is with her employer.

Motion: Burns **Second:** Carlisle **Vote:** 4-0 (Ryan, abstain)

4.5. Approval to Implement “Too Good for Drugs” as the District Fourth and Fifth Grade Drug Prevention Program (Pulled by Member Burns for separate consideration.) Member Burns would like communication about this program sent to the City of Santee. This was a topic of discussion at the City/Board Committee meeting held on June 9, 2009.

Motion: Carlisle **Second:** Bartholomew **Vote:** 5-0

5.4. Adoption of Resolution No. 0809-55 to Layoff an Identified Classified Position (Pulled by Member Burns for separate consideration.)

Member Burns said he would not be supporting this layoff. He has commented on this in previous meetings and does not agree with this action.

Motion: Ryan **Second:** Bartholomew **Vote:** 4-1 (Burns, no)

F. DISCUSSION AND/OR ACTION ITEMS

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

President El-Hajj asked that the ACI report be heard first under Discussion and Action so the presenting parent would not have to wait until late in the meeting. Board members agreed.

4.1. Advisory Council for Instruction (ACI): Report for 2008-09 and Goals for 2009-10

Assistant Superintendent Emily Andrade and parent representative Mr. Jorge Marino, shared the achievement of the Advisory Council on Instruction (ACI) toward the goals this year. They reported the committee was developed to have a membership with a broad section of the parent community. During the 2008-09 school year, the committee:

- Distributed parent surveys to school sites,
- Provided the Board a new parent involvement policy, which was adopted on May 5, 2009,
- Updated the LEA plan (This goal will continue into 2009-10.),
- Monitored student achievement toward goals by reviewing student assessment data, and
- Provided a recommendation to the Board on the math adoption.

The committee was unable to address the goal to explore programs and opportunities to support and meet the needs of all learners and will resume work toward this goal in 2009-10.

The goals established by the committee for next year included:

- Continue to monitor student achievement,
- Complete revisions to the LEA plan, and
- Continue to explore programs and opportunities to better support and meet the needs of all learners.

Member Ryan said it was a pleasure to be a part of the ACI as the Board representative and thanked the members for their service on the committee.

2.1. Safety Committee Report and Recommendations

Karl Christensen said the Safety Committee has been meeting regularly this year and presented the recommendation of the committee. The committee recommends providing solar lights in the parking lot at Pepper Drive School at a cost of \$17,000 to \$22,000. Due to budget constraints at this time, the Committee and Administration recommend that this be consolidated into part of the solar project.

2.2. Monthly Financial Report

Assistant Superintendent Karl Christensen shared the new format of the monthly financial report. The new report presents the general fund cash report and a report combining the general fund with fund 17. Mr. Christensen shared the fund 17 balance with the general fund shows a 6.2% reserve.

Member Ryan said she understood \$759,000 was in the general fund to be repaid to fund 17 and asked if it was supposed to be from the \$1.4M additional reserve. Mr. Christensen said he believes it may have come from fund 17. He said it is important to note that in the adopted budget, the reserve is helping the District get through the cash crisis to carry the District through the 2009-10 school year.

President El-Hajj asked if there are restrictions on using fund 17 dollars. Mr. Christensen said using fund 17 is at the discretion of the Board. Member Burns stated fund 17 was originally established for reserves for uncertainty of times. It was set aside for times such as now.

Member Ryan moved to approve the Monthly Financial Report as presented.

Motion: **Ryan** **Second:** **Burns** **Vote:** **5-0**

2.3. **Budget Advisory Committee Report and Recommendations**

Karl Christenson reported the BAC met last week to finalize recommendations to the Board. Jorge Moreno and Mike Mitchell, community members, shared the recommendations from the BAC, which included savings from:

- Phones/cell phones-switch to radios in Transportation (\$30,000)
- Software maintenance (\$70,000)
- Shift of Facilities Director costs out of general fund (\$150,000)
- Eliminate summer school, except special education as required (\$65,000)
- Paperless communication environment with opt out options (\$40,000)
- Department budget reductions (\$45,000)
- SDG&E savings by no summer use of campuses (\$20,000)
- Reevaluation of office supply contracts to maximize site dollars (\$85,000)
- Implementation of FCMAT recommendation of two student start times (\$28,000)
- Solar savings (\$500,000-soft costs).

The BAC requested the Board reconsider the budget augmentations totaling \$175,000. Other items discussed at the BAC include:

- SDG&E savings per school
- Renegotiating with vendors
- Office supply contracts
- Solar savings
- Campus aides

Dr. Johnson said at the last meeting it was decided that until it was discussed with principals next year any recommendation about campus aides would be an item for future discussion.

President El-Hajj thanked the BAC members for their service and asked if they would continue on the committee to work to pursue additional savings. Member Burns said this is a tough committee especially when reductions are needed.

Emily Andrade shared information on the budget augmentations that were mentioned. The Reading Program was reduced from \$60,000 to \$15,000 per year and is imperative to support struggling students at all school sites. The AVID schools could continue their AVID program without additional allocations using their carryover. The swim program's only cost is \$10,000 in transportation fees. The cost for students is currently \$48 per student and the YMCA has provided financial aid for approximately 19% of our third graders. This program is valuable for student safety and the Board may wish to consider raising the student fee to \$55 to cover one-half of the transportation costs.

The Board has recently approved the use of canine detection and many districts report that the cost is more than made up in the reduction in suspensions and expulsions. The Spanish program provides an accelerated tract for foreign language in high school and more than 130 students have expressed interest for next year. The Board may wish to consider requesting parents pay a fee of \$500 per student, which is \$2.78 per class. If parents paid, this valuable program could still be provided to students at no cost to the District.

Member Ryan said it is always valuable to have budgets reviewed from both the fiscal and from the educational perspective. In the past, ACI has looked at the BAC recommendations from the parent perspective because some of the recommendations directly affect students and the curriculum. Any recommendations involving curriculum should be reviewed through the ACI. The Board accepted the BAC committee report.

2.4. **Suspension of OPEB Funding Plan**

Karl Christensen reported this item is to take formal action to suspend funding of the GASB 45 OPEB liability until fiscal conditions improve.

In May the Board set aside \$500,000 in fund 17 and an additional \$1M per year for the next 23 years. It is greater than the pay-as-you-go amount. On June 2nd, the Board took action to suspend these payments and this item is the formal approval to suspend the payments.

President El-Hajj said the fiscal impact amount and the annual payment amount did not seem to agree. Mr. Christensen said he did not have the annual payments readily accessible but the payments change each year.

President El-Hajj asked how many districts in the county are suspending this funding, if there is a legal obligation to complete a plan, and if suspending the funding will violate any law. Mr. Christensen said that GASB 45 requires only recognition of the liability, not funding the liability and suspending the funding is not in violation. Dr. Johnson said in discussion with other superintendents, about one-half of the districts in the county are not funding their plans. Districts were only required to have a plan and because of the fiscal times, we will be revising our plan.

Member Burns suggested bringing back this item back for Board consideration after Mr. Christensen has had the opportunity to review the annual payments and project the fiscal impact over several years. The other Board members agreed and it will return with additional information.

2.5. Adoption of 2009-10 Santee School District Budget

Karl Christensen thanked Bill Clark for assisting to put together this budget. The budget will need to return with some revisions when numbers are substantiated. The budget reductions put in place by the Board up to June 2nd and special education stimulus money are included in the budget. Special additional Title I funding and stimulus dollars for categorical reductions are not included. These funds will help with cash flow although there will be restrictions on their spending. Mr. Christensen reported the TRANS has been sold and we will be receiving \$2.8M. The interest rate we received was 1% which was a little higher than anticipated.

A cash flow chart with monthly balances was presented and shows positive balances but with a chance that additional deferrals may be realized. May and June of 2010 are the critical months for cash flow and may need to use the fund 17 and joint use money.

Mr. Christensen reported some of the excerpts from the 2009-10 budget documents presented. His major concern is the general fund. The multi-year projection must show we are able to meet our financial obligation for the current year and the next 2 years. In 2010-11 it shows a negative of \$1.9M because of the not receiving stimulus money and transferring some of the expenditures back into the general fund. There is also not enough to cover the reserves so we would need to use fund 17 to cover that. There is a deficit again in 2011-12 and there is not enough in fund 17 or the general fund to cover the deficit. He reminded the Board this is a projection not a forecast and is based on the assumptions we know at this time. Administration recommends the Board continue to consider budget reductions.

Member Ryan asked about the reserve and said administration was asked to set up fund 17 for the 3% reserve required by the State and to not touch it. She believes this has been reversed and she would like to keep the reserve separate and not spend it.

Member Bartholomew asked if the 3% reserve had to reside in the general fund. Mr. Christensen said it usually is in the general fund but is not required to be there. Member Ryan believes it is important to keep the required reserve in a separate fund.

Member Ryan asked if it would give the Board time to fix the 2011-12 deficit if reductions were not made in 2009-10 but in 2010-11 or if the Board provided a plan for reductions. Mr. Christensen said the greater issue is the cash flow and he is concerned about not having any flexibility to respond to possible deferrals if reductions are not made for 2009-10.

Member Burns asked if this budget with a plan for reductions would give the District a positive certification from the County. Mr. Christensen said he is uncertain how the County will react because so many districts are facing these kinds of deficits for future years. Member Ryan believes that although apportionments will be deferred, the money will come.

Member Burns moved to adopt the Santee School District Final Budget 2009-10 as presented including Board assignment of available unrestricted funds.

Motion: Burns **Second:** Carlisle **Vote:** 5-0

Member Bartholomew asked how the specific "budget augmentation" items ended up on the BAC list. Dr. Johnson said as people are looking at reductions or sharing in the reductions, they are looking at other areas where money is being spent. Member Bartholomew said those were ongoing programs.

3.1. Presentation and Adoption of Supplemental Resolution #0809-54 Relating to issuance of General Obligation Bond Anticipation Notes – Issued Pursuant to Proposition R (November 2006 Election)

Mr. Christensen said this item brings revisions to the previous resolution with a changed structure of the BAN to allow a non credit enhanced BAN to cover Phase 1 and some Phase 2 costs. Ben Dolinka has investigated getting greater dollars, as requested by the Board, and may be able to issue a BAN for nearer \$11.5M without a credit enhancement. This is a one-year BAN with the possibility of rolling over at end of the year. Later, when the financial outlook is brighter, a second issuance for \$18.9M with credit enhancements could be issued and could pay off this BAN. The required designation is that if the District cannot get the BAN to roll over after 12 months and cannot issue GO bonds, the District would set aside any State facility funds received to pay the BAN off. The Dolinka group is fairly positive they can issue this BAN for the \$11.5M with a covenant to hold State funds until the maturity date, in the event the District cannot roll over the BAN or issue a new BAN. This will keep borrowing costs as low as possible.

Member Burns asked about the issuance costs. Mr. Christensen said they seem a little high but there are several layers and the amount goes up as the loan increases. Part of the issuance cost is getting the rating, at a fee of about \$16,000. If the loan was unrated the interest would be greater. The issuance costs are offset by the reduction in borrowing costs, which could be a 1/2 to 1 percent decrease.

President El-Hajj asked the difference between the counsels. Rob Anslow, from Bowie Arneson, shared they are the bond counsel and provide the legal documents and there is also the disclosure counsel which prepares the disclosure and offering documents. These services are normal and usual for these types of bond issuance services. President El-Hajj asked if the fees would decrease if another Ban was issued. Mr. Anslow said the bond counsel fee and the disclosure counsel fee would go up slightly but the underwriting fee would decrease. The transaction has been structured for two alternatives and only one transaction would occur. Next June the District could combine the additional loan and would not issue an additional BAN transaction.

Member Ryan moved to adopt Resolution #0809-54 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.

Motion: Ryan Second: Burns Vote: 5-0

3.2. Approval of SDG&E Savings By Design Energy Incentive at Prospect Avenue School

Mr. Christensen said this item presents an opportunity to seek additional funding. Member Burns moved to authorize the acceptance of design incentives from SDG&E and use of the moneys in the continuation of CIP projects to meet the long range energy savings goals of the District.

Motion: Ryan Second: Burns Vote: 5-0

3.3. Report on Water Fixture Unit Assessment

Mr. Christensen reported the District is working to reduce the assessment from Padre Dam by showing we are being good stewards and saving water. Christina Becker said she is trying to provide efficiencies with water usage. With the closure of Santee School, waterless urinals, and added CIP, there are 89 less fixture units in usage. The District has also developed a plan to split irrigation to get as much into the Cal Sense system on all new fields and additions and the District will try to get all systems on the irrigation control system. She also presented some drought tolerant landscaping possibilities for our modernized schools George Mercer would like provide a drought tolerant landscape project, funded by Lowes, as a demonstration.

Dr. Johnson reported administration is meeting with Padre Dam tomorrow. The waterless urinals save a lot of water and most of the sinks in the assessment are in science classrooms and will not be used routinely. It is important to show Padre Dam that we are saving water.

Member Carlisle asked if there is a plan to put aside some money to install split irrigation at 1 or 2 schools per year to help. Dr. Johnson said they hope to do all schools at a total cost of \$450,000.

The Board appreciated the assessment and believes it will show Padre Dam that the District is serious about saving water. Member Carlisle said the split irrigation would provide a water cost savings. Christina Becker said costs can also be driven down by providing irrigation meters. Member Carlisle said it would be good to notify Padre Dam what the plan is and ask if they will adjust the District's allocation based on the plan. No action was taken.

4.1. Advisory Council for Instruction (ACI): Report for 2008-09 and Goals for 2009-10

This item was moved to the beginning of Discussion and/or Action Items.

G. BOARD POLICIES AND BYLAWS

1.1. Second Reading: New Board Policy 5145.12: Search and Seizure

New Board Policy 5145.12 Search and Seizure was presented to the Board for a second reading and adoption. Member Ryan moved to adopt new Board Policy 5145.12.

Motion: Ryan Second: Burns Vote: 5-0

H. BOARD COMMUNICATION

President El-Hajj attended Hill Creek's promotion and shared how the special needs children presented awards to their older "student buddies."

President El-Hajj reminded Board members of a Board Budget Workshop on June 22, beginning at 7:00 p.m.

I. CLOSED SESSION

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

1. **Public Employment Matters (Govt. Code § 54957)**
Public Employee Discipline/Dismissal/Release
2. **Conference with Labor Negotiator (Govt. Code § 54956.8)**
Agency Negotiator: Minnie Malin, Director, Human Resources
Employee Organizations: Santee Teachers Association
California School Employees Association
Purpose: Negotiations
3. **Conference with Legal Counsel (Govt. Code § 54956.9 subdivision (b))**
Pending Litigation (One case.)
Legal Representation: Nowell A. Lantz, Attorney at Law

The Board entered closed session at 10:12 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 11:56 p.m. No action was reported.

K. ADJOURNMENT

The June 16, 2009 regular meeting adjourned at 11:56 p.m.

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated travel expenses are \$4,050.00, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.1.
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Board Travel Report - July 7, 2009									
Travel Dates		Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Saturday,	01/31/09 *	Lynne Baker Kathy Brown	SC SC	Kumeyaay Curriculum Workshop	SDCOE	\$0	\$100 \$100	School/Library Improvement	Cross-cultural social studies outdoor workshop held at Mission Trails Park.
Mon-Fri,	07/27/09 - 07/31/09	Lynne Shevinsky Rich Strickland Tonya Hendrix Marc Robbins	RS RS RS RS	2009 San Diego AVID 1 Summer Institute	San Diego	\$0	\$770 \$0 \$770 \$0	AVID * AVID * AVID * AVID *	AVID Summer Institute is an opportunity for new and experienced site teams to learn more about AVID strategies and methodologies. Over the course of five days, participants take content-specific training; spend time collaborating with their site teams to develop a site plan; and participate in special event activities, including guest speakers, special interest sessions and a luncheon highlighted by AVID student and teacher speakers. *Workshop registration is funded with AVID carryover funds from 2008-09.
Mon-Fri,	08/3/2009 - 08/07/09	Tonya Hendrix	RS	2009 San Diego AVID 2 Summer Institute	San Diego	\$0	\$770	AVID *	
Travel Requests (overnight, out-of-State, and/or air travel) Submitted for Board Approval									
				NONE					

Consent Item D.2.2. Acceptance of Donations
 Prepared by Karl Christensen
 July 7, 2009

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Donations - 2008-09 School Year <ul style="list-style-type: none"> • Teacher Mini-Grants (\$2,800) • Jr. High Paper (\$350) • Jr. High Planners (\$810) • 4th – 6th Grade Planners (\$900) • Calendar Magnets (\$875) • Curtain Cleaning (\$1,810) • 8th Grade Promotion (\$500) • 6th Grade Camp (\$500) • Health Office – snacks (\$50) • Health Office – thermometer (\$310) • Media Center – bean bags, book ends, etc. (\$450) • Garden (\$200) • Reading Medals (\$685) • Field Trips (\$3,835) • Performing Arts (\$350) • 5th Grade Writing Contest (\$80) • Jr. Olympics (\$50) • Assemblies (\$1,400) • Kindergarten Hospitality (\$40) 	\$15,995.00	Cajon Park PTSA	Cajon Park
Gently-used Office Furniture: 5 desks, 2 credenzas, a conference table, 20 teacher chairs, 6 conference style chairs, 5 round tables	\$5,000.00	GenProbe	Carlton Oaks
Software and Technology Equipment Awarded to K. Hammack	\$640.00	Sony (for IVIE Award)	Chet F. Harritt
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$442.00	Hager Photography	Prospect Avenue
Funds to Support Technology Program - Grant Awarded to L. Sagat	\$5,000.00	Cox Communications Grant	Sycamore Canyon
Funds to Support the Classroom of the Future program	\$15,000.00	Classroom of the Future Foundation	District-wide
TOTAL DONATIONS RECEIVED	\$42,077.00		

RECOMMENDATION:

Administration recommends acceptance of the donations listed above for the District.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The donation above is valued at \$42,077.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.2.
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Consent Item D.2.3. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
July 7, 2009

BACKGROUND:

The Revolving Cash Fund of \$5,000 is used for prompt payment to vendors and saves the costs associated with processing payments of small amounts through the County Superintendent of Schools. The attached report of numerical listings by check number include the issue date, name of payee, a general description of items purchased, and the amount of the check.

RECOMMENDATION:

Administration recommends approval of checks #21751 through #21753 on the \$5,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$1,617.00 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.2.3.
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SANTEE SCHOOL DISTRICT
 REVOLVING CASH REPORT - \$5,000

Date	Number	Name	Memo	Amount
05/26/09	21751	Downtown Café	End of the Year Employee Celebration	\$800.00 *
06/05/09	21752	SWRCB Fees	Storm Water NOI General Permit- PA	\$317.00
09/09/09	21753	SDCOE	A Salute to Teacher's Admission Tickets	\$500.00

*This amount represents donations received from Mission Federal Credit Union and California Coast Credit Union to fund this event.

Total Checks Written

\$1,617.00

Total to be Reimbursed

\$1,617.00

Consent Item D.2.4. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement

Prepared by Karl Christensen
July 7, 2009

BACKGROUND:

The Williams Settlement requires school districts to submit quarterly reports to the San Diego County Office of Education (SDCOE) on complaints each district has received related to instructional materials, emergency facilities issues, and teacher vacancies and mis-assignments beginning with the quarter ending June 30, 2009. The report must include the number of complaints in each area that have been received, resolved, and unresolved. The report must be publicly reported on a quarterly basis at a regularly scheduled meeting of the district’s governing board (Ed Code § 35186(d)) and is due to SDCOE thirty (30) days following the close of each quarter.

SANTEE SCHOOL DISTRICT Uniform Complaint Quarterly Report April 1, 2009 through June 30, 2009			
	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Mis-assignment	0	0	0
Total	0	0	0

RECOMMENDATION:

It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending June 30, 2009 and authorize administration to submit the report to SDCOE.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Provide facilities that optimize the learning environment for all students.

FISCAL IMPACT:

There is no direct fiscal impact but there is staff in-kind time involved in researching, assembling, and developing this report.

STUDENT ACHEIVEMENT IMPACT:

The Williams Law mandates that staff engage in procedures that ultimately may have an impact on student achievement.

Motion:		Second:		Vote:		Agenda Item D.2.4.
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Consent Item D.2.5.
Prepared by Karl Christensen
July 7, 2009

Approval of Agreement with
Chapman University

BACKGROUND:

Chapman University College has requested use of District property for the purpose of conducting post graduate courses that can be used to earn a Master’s Degree in Education from Chapman University at the Cajon Park campus. Chapman University College will provide its course offerings at a reduced tuition rate to Santee School District employees. The University will offer the Masters in Education teaching and learning cohort program at a 10% discount off the current tuition for employees of the District. There is no direct fiscal impact to the District. The Agreement is effective for three years beginning August 1, 2009.

RECOMMENDATION:

It is recommended that the Board of Education approve the Agreement with Chapman University College.

This recommendation supports the following District goals:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.
- Establish a staff development program as the cornerstone of effective instructional programs and employee performance.

FISCAL IMPACT:

The University will offer the Masters in Education teaching and learning cohort program at a 10% discount off the current tuition at the time of enrollment for employees of the District. There is no direct fiscal impact to the District.

STUDENT ACHIEVEMENT IMPACT:

The Masters in Education teaching and learning cohort program assists employees with instructional strategies to support student achievement.

Motion:		Second:		Vote:		Agenda Item D.2.5.
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This AGREEMENT (hereinafter “Agreement”) is entered into the 1st day of August, 2009 by and between CHAPMAN UNIVERSITY COLLEGE (hereinafter “University”) and Santee School District (hereinafter “District “). University and Santee School District may be referred to individually as “Party” or collectively as “Parties”.

The purpose of this Agreement is to define how the University’s campus at San Diego will offer its course offerings at a reduced tuition rate to Santee School District employees.

The PARTIES Mutually Agree:

- A. This Agreement is effective as of August 1, 2009 and shall terminate three (3) years from that date, unless previously terminated by either Party. The Parties may renew this agreement upon mutual consent. Any extension of the term of this Agreement or amendment to the terms of this Agreement shall be in writing and signed by both parties.
- B. Either Party may terminate this Agreement, with or without cause at any time, by giving the other Party thirty (30) days written notice. The Parties agree that termination of this Agreement will not effect the tuition reduction set forth herein for the remainder of the current session at the time of the termination date.
- C. Such reduced tuition will be provided by the aforementioned campus to any current employee of Santee School District who is officially admitted into the cohort program taught at the Santee School District site or any classroom designated by Santee School District.
- D. The reduced tuition rate as used in this Agreement is defined as a 10% discount off the current graduate, undergraduate, teaching credential, online, and certificate programs and course tuition rates in existence at the time of enrollment. The 10% tuition discount applies only to tuition, and no other applicable student fee. This tuition reduction applies to the aforementioned courses physically held at the Cajon Park School facilities or designated sites. The 10% tuition discount will remain in force for the duration of the student’s academic time in the cohort program, provided the student does not miss two or more consecutive classes.
- E. Effective August 1, 2009 the University’s San Diego Campus will allow any employee of the Santee School District eligible for the tuition discount as described above to enroll in the Masters in Education –teaching and Learning cohort program. In the event any student cannot continue with the above cohort program, that student will be allowed to continue the Master of Arts in Education –Teaching and Learning program at the University’s campus site at the non-discounted tuition rate. (See Appendix A).

- F. Effective [August 1, 2009 the University will initiate the introduction of the [Masters of Arts in Education –Teaching and Learning at the Cajon Park School site or other classroom suitable to Chapman University College and provided by Santee School District at no cost to the University. A maximum of two courses per session, with a minimum enrollment of fifteen (15) students in each class will be offered. Each course is suitable for credit towards Chapman University College’s Masters of Arts in education -Teaching and Learning program. In the future, given a group of fifteen or more students, the University’s San Diego campus will continue to offer the required courses in the Masters of Arts in Education –Teaching and Learning program. However, a particular student may have to take coursework online or on ground at the San Diego Campus in order to complete his or her program. These courses would be offered at the non-discounted regular tuition rate (see attached schedule).
- G. The University is under no obligation to provide the full range of degree programs and courses listed in the current or in future Chapman University College catalogs on site at Santee School District or at any of its designated classrooms.
- H. The Santee School District understands that offering a class requires at least fifteen students and the University campus may cancel a course should less than fifteen students enroll.
- I. The University’s San Diego Campus will enroll students, admit students, select course content, assign instructors, and evaluate student performance in accordance with its normal practices. Santee School District will exercise its customary prerogatives, including access control, employee oversight, and facilities management in accordance with its normal practices.
- J. Employees of Santee School District may apply for Federal student loans the same as other students attending classes at the University.
- K. The Santee School District will incur no financial obligation to the University other than those it may voluntarily assume in connection with tuition reimbursement directly to the student(s). Students will otherwise be personally responsible to Chapman University College for payment of fees and tuition.
- L. WASC Standards. Each of the parties hereto agrees to use its best efforts to perform its obligations hereunder in accordance with all applicable accreditation standards of the Western Association of Schools and Colleges (“WASC”), as such standards may change or be modified from time to time.
- M. Chapman University College shall defend, indemnify and hold Santee School District its officers, agents and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of Santee School District, its officers, agents or employees.

N. The Santee School District shall defend, indemnify and hold Chapman University College, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of Chapman University College its officers, agents or employees.

O. Miscellaneous Provisions

- a) Authority. The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and each party represents that this Agreement constitutes a legal and binding obligation of the Parties.
- b) Severability. It is agreed that if any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this Agreement and continue to allow this Agreement to be performed in the reasonable expectations of both Parties, then this Agreement and all such other provisions shall remain in full force and effect.
- c) Notices. Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

CONTACT INFORMATION:
Santee School District
9625 Cuyamaca Street
Santee , Ca 92071
Attn:
Tel: 619-258-2300

UNIVERSITY CONTACT
INFORMATION:
Chapman University College
San Diego Campus
7460 Mission Valley Road
San Diego, Ca 92108
Attn: John M. Slatinsky Ed.D.
Tel: 619-908-6000

- d) Complete Agreement. This Agreement represents the Parties' final and complete agreement, and this Agreement shall supersede all other understandings, discussion and/or agreements between the Parties with regard to the subject matter in the Agreement.
- e) Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and in effect at the time of the execution of this Agreement.
- f) Counterparts. The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

ACCEPTED BY: SANTEE SCHOOL DISTRICT

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ACCEPTED BY CHAPMAN UNIVERSITY COLLEGE:

Signature: _____

Name: JANICE LEGOZA

Title: Vice Chancellor of Finance & Administration and CFO

Date: _____

APPENDIX A

Proposed Schedule of Tuition Rates*	
Campus	Per Unit Rate
Regular Undergraduate Tuition Rates	\$ 345 / unit
Tuition Break	\$ 47 / unit**
Rate Onground at Campus	\$ 470 / unit
Rate Onground at Site or Online	\$ 423 / unit

*Rates quoted are as of Fall 1 Session 2009. Although tuition rates may be raised at any time, the same tuition break for Santee School District will apply.

**Proposed tuition break will be officially approved when this Agreement has been signed by both Chapman University College and Santee School District

NOTE: Online courses are the same per unit rate as onground courses.

APPENDIX B

ACTIVITY	DATE	COORDINATOR	COMPLETED
Email		Slatinsky , Carmen Tomas, & Inside Track	
PYO / Flyers		NA	
Posters		NA	
Direct Mail / Payroll Inserts		NA	
Web Links		NA	
Staff Referrals		Slatinsky & EMP Team	
Giveaways (promotional items, rulers, pens)		Slatinsky & EMP Team	

ANNUAL EVALUATION

YEAR _____

The evaluation of the cohorts' effectiveness will be determined by a student satisfaction survey to be completed at the end of each term.

Consent Item D.3.1.
Prepared by Karl Christensen
July 7, 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 meeting. A Notice of Completion was filed with the County Recorder’s Office on May 6, 2009.

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 \$8,518,545 for the Rio Seco School Modernization project, and \$8,542,887 for the Carlton Oaks School Modernization project. The final contract price is \$8,052,721 at Rio Seco School and \$8,094,892 at Carlton Oaks School. Performance of the above projects will decrease the contract prices and credit back savings are in the amounts of \$472,579 for Rio Seco School Modernization project and \$466,839 for the Carlton Oaks School Modernization project which is a reduction of future expenditures. This Board agenda item is only to formalize the final contract amount for the construction completion of the modernization projects, and this final contract amount has been previously accounted for in the Capital Improvement Program budget.

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:

This Board agenda item is only to formalize the final contract amount for the construction completion of the modernization projects. A project savings of \$472,579 (Rio Seco) and \$466,839 (Carlton Oaks) has reduced the projected Capital Improvement Program budget by these amounts, and this final contract amount has been previously accounted for in the Capital Improvement Program budget.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.1.
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CONTRACT CHANGE ORDER #002 FIFTH AMENDMENT (PHASE ONE) LEASE-LEASEBACK AGREEMENT

Santee School District
9625 Cuyamaca Street
Santee, CA 92071

Date: May 18, 2009

RE: Rio Seco School Modernization
D.S.A. #: 04-108951
SWAP #: 05-2808

CHANGE ORDER REQUEST #: 073
BARNHART JOB #: 8026
BARNHART PCO #: 124

Sir/Madam:

We are forwarding for your review and approval, one (1) copy of our Change Order Request (COR) for the following:

- | | | |
|----|---|-----------------------------|
| 1. | CREDIT FOR REMAINING UN-USED OWNER'S CONTINGENCY. | <\$212,277.00> |
| 2. | CREDIT FOR 67% REMAINING UN-USED SHARED CONTINGENCY: | <\$260,302.00> |

Performance of the above-defined work will Decrease the Contract price in the amount of <472,579> and will extend the contract completion date by 0 working days.

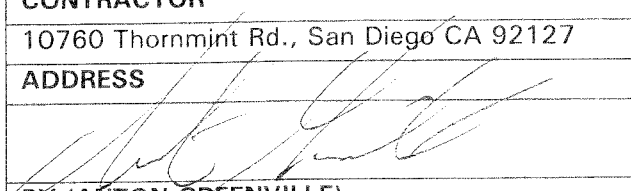
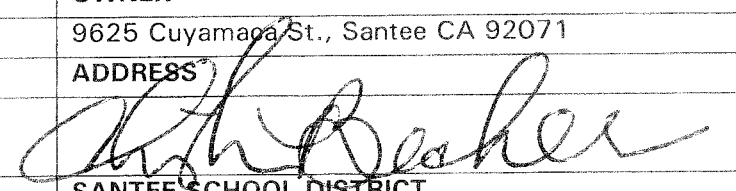
Stan Streit
Project Manager
Barnhart, inc.
A HEERY INTERNATIONAL COMPANY

Enclosure: Change Order Request Letter and related breakdown and backup.

Upon signing by the Owner, Architect, IOR and Contractor, the above noted Contract is hereby amended per this Change Order and the terms of the Agreement.

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. Acceptance of this change order constitutes approval to fund these changes from the Owner's Contingency funds held by Douglas E. Barnhart, Inc.,

ORIGINAL AMENDMENT FIVE AMOUNT	\$8,518,545
PREVIOUS CHANGE ORDER AMOUNT	\$6,755
AMOUNT THIS CHANGE ORDER	< \$472,579 >
TOTAL CHANGE ORDER AMOUNT TO DATE	< \$465,824 >
REVISED AMENDMENT FIVE AMOUNT	\$8,052,721

BARNHART, INC.	Santee School District
CONTRACTOR	OWNER
10760 Thornmint Rd., San Diego CA 92127	9625 Cuyamaca St., Santee CA 92071
ADDRESS	ADDRESS
	
BY (ANTON GREENVILLE)	SANTEE SCHOOL DISTRICT
DATE 5/22/09	DATE 5/22/09

SPLIT CONTINGENCY EXPENDITURE DETAIL (33% / 67% Shared Savings)

o Seco School Modernization

5/18/09

Subcontractor	Description	Log #	Sub #	CO	Days	Reason For Change	Executed Amount
Contingency Utilization							
Team C	Additional Flatwork Replacement	67	2&5		0	e	-\$28,957
Team C	Additional Concrete In Bldg E for Electrical	66	6		0	e	-\$15,226
Wisper	Unforeseen High Ceiling Drywall Demo	11	8		0	a	-\$6,400
Decision	Relocate Power/Data at E Exterior	63	21		0	d	-\$6,405
Savings / VE Additions to Contingency							
Multiple	Canopy Deletion at E	12	1		0	b	\$115,728
of Const	Revised Roofing Attachment	10	1		0	ve	\$20,000
Multiple	Electrical VE Package	18	18		0	ve	\$38,563
ady	VE-Delete Primer at Drywall	24	1		0	ve	\$6,900
ady	VE-Unfaced Insulation	30	1		0	ve	\$4,500
ady	VE-Denshield at Ceramic tile	31	1		0	ve	\$5,420
ady	VE-Reduced Thickness of ACT	32	1		0	ve	\$4,979

TOTAL EXECUTED**INCREASE SPLIT CONTINGENCY****\$139,102****TOTAL SPLIT CONTINGENCY UTILIZATION EXECUTED & BILLABLE****\$ 62,326**

1	ORIGINAL SPLIT CONTINGENCY	\$ 249,408
2	EXECUTED CHANGE ORDERS	\$ 139,102
3	CURRENT SPLIT CONTINGENCY (line 1 plus line 2)	\$ 388,510
4	SPLIT CONTINGENCY RETURN TO OWNER (67% of line 3)	\$ 260,302
5	CURRENT OWNER'S CONTINGENCY	\$ 212,277
6	FINAL DEDUCTIVE CHANGE ORDER REQUEST (line 4 plus line 5)	\$ (472,579)
7	REMAINING SHARED CONTINGENCY TO REMAIN WITH CONTRACTOR (line 3 less line 4)	\$ 128,208

OWNER CONTINGENCY EXPENDITURE DETAIL

Rio Seco School Modernization

05/18/09

Subcontractor	Description	Barnhart Log #	PCO #	Days	% Comp	Executed Amount	Reason for Change
Cuyamaca	Roof Sheathing Replacement at D	01	34	0	100%	\$3,674	a
Precision	Re-Feed Electrical Outlets-RFI #48	02	36	0	100%	\$11,520	d
Cuyamaca	Framing Repairs for Termite Damage	03	31	0	100%	\$947	a
Cuyamaca	Headouts for Gravity Vents-RFI #66	04	30	0	100%	\$4,106	d
Davis	New Gas Line to Oven	05	28	0	100%	\$605	d
Davis	Extend Roof Vents at Bldg A	06	27	0	100%	\$732	a
Davis	Extend Roof Vents at Bldg C	07	26	0	100%	\$564	a
Davis	Re-Route Water to Water Heater	08	22	0	100%	\$477	a
Casper	Ceiling Abatement at Bldg A Kitchen	09	17	0	100%	\$4,804	d
Multiple	Fire Service Revisions	13	3	0	100%	\$12,825	b
Lozano	New Casework at Admin Workroom-ASI #11	14	43	0	100%	\$12,421	d
Precision	Conduit For Future Solar-ASI #07	15	1	0	100%	\$9,821	b
A-1 Fire	Additional FS Work From DSA Comments	16	6	0	100%	\$13,600	c
Casper	Additional AC Removal For Elevation Coordination	17	16	0	100%	\$4,874	a
Multiple	Add View Window at VP Office	19	21	0	100%	\$2,086	b
Multiple	Tile Wainscott at Bldg A Drinking Fountain	20	23	0	100%	\$619	b
Frank & Sons	Grind & Overlay AC For Elevation Coordination	22	44	0	100%	\$6,228	a
Cool-It	Replace Defective Walkin Condenser	23	45	0	100%	\$2,000	a
Brady	Change Hardware at Kindergarten	25	56	0	100%	\$228	b
Brady	Paint Amphitheater Walls	26	57	0	100%	\$283	d
Precision, BHI	SDG&E Delay From Haz Mat Pipe	27	73	0	100%	\$9,374	a
Precision	Bell System	28	59	0	100%	\$11,134	e
Precision	Clocks	29	58	0	100%	\$2,928	e
Brady	Add Partition Wall at IDF A4	33	51	0	100%	\$1,158	b
Brady	Repaint Doors for Color Changes	34	64	0	100%	\$2,608	b
Brady	Additional FRP at Kitchen Counter	35	66	0	100%	\$359	b
Davis	Extend Roof Vents at Bldg B	36	7	0	100%	\$486	a
Precision	Additional Heat/Smoke Detector in A48	38	71	0	100%	\$1,226	d
Precision	Added Low Voltage Work at Additional Partition Wall	39	51A	0	100%	\$1,181	b
Precision	Provide Power to Irrigation Controller	40	74	0	100%	\$400	d
Precision	Additional Electrical at A	41	75	0	100%	\$6,125	d
Precision	Wire Condensing Unit	42	76	0	100%	\$814	d
Brady, A&S	Door Sweeps and Flooring Reducers	43	48	0	100%	\$1,386	a
Brady	Repair Ceilings in Locker Rooms	44	50	0	100%	\$515	b
Brady	Shadow Mold at Tack Panel	45	78	0	100%	\$363	a
Barnhart	Security Service	47	87	0	100%	\$12,143	b
A&S	Added Carpet at B10 & B20	48	88	0	100%	\$3,367	b
Brady	Insulation at E Exterior Walls	49	95	0	100%	\$1,883	b
Brady	Bulletin II Changes at E Interior	50	91	0	100%	\$11,855	b
Davis	Re-Route Roof Drain at LRC	51	96	0	100%	\$1,323	a
Brady	Add Ceiling Trim at E Skylights	52	97	0	100%	\$120	d
Brady	Keyed Cylinder Dogging at E	53	98	0	100%	\$486	b
Brady	Signage Revisions at E	54	99	0	100%	\$1,327	b
Team C	Precast CMU Wall Cap ILO Mortar Cap at E	55	100	0	100%	\$381	b
Precision	FA Revisions at Project Safe	56	101	0	100%	\$3,105	a
Minshew	5" TS Column at Bldg E Exterior	57	104	0	100%	\$1,102	d
Brady	Add Security at E Doors	58	105	0	100%	\$1,973	b
Cuyamaca	Broken Joist at B	59	77	0	100%	\$1,601	a
Casper	Unforeseen Hydronic UG Piping	60	106	0	100%	\$2,268	a
Cuya, Minsh	Structural Upgrade at Bldg E Existing Glulam	61	107	0	100%	\$1,290	a
Brady	Add Tack at B15 & B18	62	81	0	100%	\$3,100	b
Precision	Premium Time for Electrical Troubleshooting/Startup	64	112	0	100%	\$2,151	a
Lozano	Add Clips at E Display Case	65	114	0	100%	\$157	a

Cuyamaca	Shear Panel Replacement	68	15,33	0	100%	\$6,029	e
Brady	Credit Back for Overchrage on Bulletin #5	69	121	0	100%	-\$823	
Team c, D Bang	Add Bench, Buy Legs for district Stored Benches	70	119	0	100%	\$1,340	b
Davis	Trench Drain Piping, Survey	71	123	0	100%	\$4,384	a
Brady	Painting at Front Gate Revisions	72	108	0	100%	\$335	b

TOTAL OWNER CONTINGENCY EXECUTED & BILLABLE **\$193,368**
DECREASE OWNER'S CONTINGENCY

ORIGINAL OWNER'S CONTINGENCY **\$ 405,645**
EXECUTED CHANGE ORDERS **\$ 193,368**
CURRENT OWNER'S CONTINGENCY **\$ 212,277**

**CONTRACT CHANGE ORDER #003
SIXTH AMENDMENT (PHASE ONE & TWO) LEASE-LEASEBACK
AGREEMENT**

Santee School District
9625 Cuyamaca Street
Santee, CA 92071

Date: May 19, 2009

RE:	Carlton Oaks School Modernization	CHANGE ORDER REQUEST #:	147
D.S.A. #:	04-108946	barnhart, inc. Job #:	8027
SWAP #:	05-2803	barnhart, inc. PCO #:	147

Sir/Madam:

Per the District's request, we are forwarding for your review and approval, one (1) copy of our Change Order Request (COR) for the following:

Final Change Order to the District for Remaining Contingencies as follows:

1. **Credit for Remaining Unused Owner Contingency:** <\$178,611>
2. **Credit for Remaining Unused Owner's Share (67%) of Contractor/Shared Contingency:** <\$288,228>

Performance of the above-defined work will **decrease** the **Contract** in the amount of **\$466,839.00** and will extend the contract completion date by **0** working days.

Sincerely,

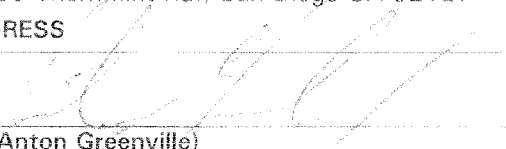

Andres Dolson
Asst. Project Manager
Barnhart, Inc.
A HEERY INTERNATIONAL COMPANY

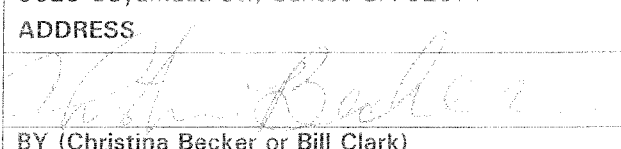
Enclosure: Owner & Contractor's Shared Contingency Logs.

Upon signing by the Owner and Contractor, the above noted Contract is hereby amended per this Change Order and the terms of the Agreement.

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. Acceptance of this change order constitutes approval to fund these changes by decreasing the GMP Contract price with the Santee School District from funds held by Barnhart, inc. from the Owner's & Contractor's Contingencies.

ORIGINAL AMENDMENT SIX AMOUNT	\$8,542,887
PREVIOUS CHANGE ORDER AMOUNT (GMP CO #1-2)	\$18,844
AMOUNT THIS CHANGE ORDER (GMP CO #3)	< \$466,839 >
TOTAL CHANGE ORDER AMOUNT	< \$447,995 >
REVISED FINAL AMENDMENT SIX AMOUNT	\$8,094,892

Barnhart, Inc., A Heery International Company CONTRACTOR
10760 Thornmint Rd., San Diego CA 92127 ADDRESS

BY (Anton Greenville)
6/10/09 DATE

Santee School District OWNER
9625 Cuyamaca St., Santee CA 92071 ADDRESS

BY (Christina Becker or Bill Clark)
6/20/09 DATE

Carlton Oaks School Modernization
Recap of Owner Contingency

PCO #	Sub-contractor Effected Initial Contingency Amount	DEB Log	Owner CO#	Sub CO#	Description of Work	Reason for Change Order	Total Cost w/ Markup	Percent Complete	Billable Amount	Contingency Balance
1	Multiple		1		Repair Damaged Water Line South Side of Bldg. E Unforeseen	(a) Unforeseen Conditions	\$1,443.00	100%	1,443	\$405,804.00
2	Multiple		2		Unforeseen Hydronic Piping Concrete Vault North of Bldg. D	(a) Unforeseen Conditions	\$3,621.00	100%	3,621	\$401,740.00
3	Casper		3		Demo & Abatement of Ceiling in Serving Kitchen at A14 in Building A	(d) Errors & Omission	\$4,801.00	100%	4,801	\$396,939.00
4	Casper		4		Unforeseen Plaster / Concrete like substance around perimeter of building stem walls	(a) Unforeseen Conditions	\$2,333.00	100%	2,333	\$394,606.00
5	Multiple		5		Ramp Demo and Replacement in front of building A (Split 50/50 between Shared and Owner's Contingency)	(e) Scope Bust & (d)	\$5,567.00	100%	5,567	\$389,039.00
6	Alpha Mechanical		6		Unforeseen Asbestos Storm drain pipe in conflict with new fire line between buildings A & C	(a) Unforeseen Conditions	\$2,118.00	100%	2,118	\$386,921.00
9	Rocky Coast Framers		9		HVAC building A & D framing changes RFI #66	(d) Errors & Omission	\$4,494.00	100%	4,494	\$382,427.00
10	Casper (Approved)		GMP #1		Unforeseen Building E water damage abatement (GMP CO#1) No change to Owner Contingency	(b) District Requested	\$11,844.00	0%	-	\$382,427.00
11	Rocky Coast Framers		11		Roof sheathing plywood removal & replacement increase to 2x8 stud size and blocking for roof relief vents	(a) Unforeseen Conditions	\$10,673.00	100%	10,673	\$371,754.00
12	Rocky Coast Framers		12		RFI #60	(d) Errors & Omission	\$5,316.00	100%	5,316	\$366,438.00
13	Rocky Coast Framers		13		Modify 6/54.2 to allow removal of 2 studs at shearwall penetrations RFI #74	(d) Errors & Omission	\$522.00	100%	522	\$365,916.00
14	Rocky Coast Framers		14		Extend wall between A4B and A16 RFI #71	(d) Errors & Omission	\$838.00	100%	838	\$365,078.00
17	Alpha Mechanical		17		RFI #68 Relocate roof drain pipe at building C out of furred wall	(d) Errors & Omission	\$1,446.00	100%	1,446	\$363,632.00
19	Alpha Mechanical		19		Install gas piping for oven in kitchen per RFI #76	(d) Errors & Omission	\$351.00	100%	351	\$363,281.00
20	Rocky Coast Framers		20		Replace ceiling joists with Notches, Spits, and toe nails in building A & D - unforeseen (REVISED)	(a) Unforeseen Conditions	\$6,423.00	100%	6,423	\$356,858.00
21	Multiple		21		Add Window in Bldg. C Admin Area per CCA #1 Ver. 2	(b) District Requested	\$1,562.00	100%	1,562	\$355,296.00
22	Neal Electric		22		Outlet/Receptacle Repairs to Power Feeds Due to Unforeseen Conditions RFI #89	(a) Unforeseen Conditions	\$3,781.00	100%	3,781	\$351,515.00
24	Neal Electric		24		Unforeseen repair to existing outlets at amphitheater stage RFI #91	(a) Unforeseen Conditions	\$1,157.00	100%	1,157	\$350,358.00
26	Alpha Mechanical		26		Re-Secure Kitchen Hood in Building A	(a) Unforeseen Conditions	\$1,463.00	100%	1,463	\$348,895.00
27	A-1 Fire		27		DSA Redline fire sprinkler design changes	(c) The Division of State Architecture (DSA) Modifications	\$13,599.00	100%	13,599	\$335,296.00
29	Multiple		29		New water & sewer to new 10 classroom building ASI #2 (REVISED)	(b) District Requested	\$10,894.00	100%	10,894	\$324,402.00
31	Multiple (Approved)		GMP #2		Water, Sewer, & Gas to Upper Level GMP CO #2. No Change to Owner Contingency	(b) District Requested	\$7,000.00	0%	-	\$324,402.00
37	Multiple		37		Bldg. C Replacement Sewer Lines Through 4 Classrooms	(a) Unforeseen Conditions	\$8,000.00	100%	8,000	\$316,402.00
38	Multiple		38		Saw, Break, & Remove 94"x8"x5" Concrete Flatwork at Front of School for New Utilities Trench	(a) Unforeseen Conditions	\$1,302.00	100%	1,302	\$315,100.00
40	Brady Co		40		CCA #2 Ver #2 Paint Color Changes	(b) District Requested	\$2,094.00	100%	2,094	\$313,006.00
40 a	Brady Co		40 a		CCA# 2 Ver #2 Paint Color Changes for Tack Board	(b) District Requested	\$1,203.00	100%	1,203	\$311,803.00
45	Alpha Mechanical		45		CCA #3 Change FS Stub - Out from 4" to 6"	(b) District Requested	\$11,313.00	100%	11,313	\$300,490.00
46	Native Landscape		46		Landscape at Front of School (Triangle Area)	(b) District Requested	\$1,718.00	100%	1,718	\$298,772.00
57	Casper/Barnhart		See Shared		Remove Unforeseen Hard Lid Ceiling from Bldg. D (Double Ceiling not Shown)	(a) Unforeseen Conditions	\$8,400.00	0%	-	\$298,772.00
49	A & S Flooring		49		ASI #12 VCT & Carpet Changes Rooms C24, C27, C44	(b) District Requested	\$9,424.00	100%	9,424	\$289,348.00
50	Team C		50		Playground Fencing Repair (Performed for Free/Goodwill) Add (2) 2" water regulators & (4) 4" Ball Valves to Rebuild PRV Station	(b) District Requested	\$0.00	100%	-	\$289,348.00
52	Alpha Mechanical		52		MSB1.4 feeders change to 500 MCM from 3/0 wire cable	(b) District Requested	\$1,588.00	100%	1,588	\$287,760.00
53	Neal Electric		53		RFI #22	(d) Errors & Omission	\$25,000.00	100%	25,000	\$262,760.00
54	Neal Electric		54		MSB1-2 Change to 500 MCM from 350 MCM per RFI #111. 750 MCM was provided free of charge.	(d) Errors & Omission	\$12,000.00	100%	12,000	\$250,760.00
55	Neal Electric		55		RFI #25. Light Poles Relocated	(d) Errors & Omission	\$588.00	100%	588	\$250,172.00
56	Neal Electric		56		Add new bell system related to RFI #18 & 18R1	(d) Errors & Omission	\$10,634.00	100%	10,634	\$239,538.00
59	Neal Electric		59		RFI #109R1 Circuits and Power for walk-in cooler, condenser, phone drops, cash register outlet	(b) District Requested	\$2,600.00	100%	2,600	\$236,938.00
60	American Fence/Barnhart		Closed		Permanent fencing for SDG&E Pad/ Switchgear area (RCM) Does District want this?	(b) District Requested	\$0.00	0%	-	\$236,938.00
61	Neal Electric		61		RFI #86R1 Power & Data Feeds to Portable building, room 34	(b) District Requested	\$3,189.00	100%	3,189	\$233,749.00
62	Neal Electric		62		Power to (3) 120V kitchen fly fans per Steve Kurtzman E-mail dated 8/23/08	(b) District Requested	\$3,111.00	100%	3,111	\$230,638.00
64	Brady Co		64		Paint Amphitheater Walls	(b) District Requested	\$283.00	100%	283	\$230,355.00
65	Multiple		65		ASI #13 double entry gate revisions & Bulletin #5- Repair and Fill-In Center Post Holes in Concrete	(b) District Requested	\$573.00	100%	573	\$229,782.00
67	Alpha Mechanical		67		Add Cold Water Supply Connections for Drinking Fountains and Restrooms in Locker Rooms	(d) Errors & Omission	\$2,050.00	100%	2,050	\$227,732.00
71	Alpha Mechanical		71		Mount 3 Fly Fans in Bldg. A Kitchen Room ASI #15	(b) District Requested	\$703.00	100%	703	\$227,029.00
114 a	Brady Co		114 a		ASI #1 Added Tack Panels in Rooms B10B & B12 Due to Color Changes	(b) District Requested	\$1,408.00	100%	1,408	\$225,621.00
76	Multiple		76		RFI #67/67R1 Patchwork to Relocate Gas Regulators to Roof at All Buildings Contrary to RFI Response (ROM)	(b) District Requested	\$977.00	100%	977	\$224,644.00
77	Brady Co		77		Add Tack Panel for Walls in B15 & B18	(b) District Requested	\$1,871.00	100%	1,871	\$222,773.00
79	Neal Electric		79		Add Battery Operated Clocks	(b) District Requested	\$2,678.00	100%	2,678	\$220,095.00
80	Casper		80		Demo & Remove Lunch Shelter Trellis by Bldg. A	(b) District Requested	\$1,064.00	100%	1,064	\$219,031.00
85	Lozano Casework		85		ASI #11 Administrative Casework Changes & Additions	(b) District Requested	\$7,888.00	100%	7,888	\$211,143.00
90	Team C		90		Provide Blue Colored Benches	(b) District Requested	\$2,996.00	100%	2,996	\$208,147.00
91	Casper		Declined		Second Carpet Demo in Bldg. E (District self-performed using A&S)	(b) District Requested	\$0.00	0%	-	\$208,147.00
92	All Contractors		Void		DSA Approved & Stamped increment 2 Plans	(c) The Division of State Architecture (DSA) Modifications	\$0.00	0%	-	\$208,147.00
93	Brady Co		93		Install Threshold at A14 in Bldg. A per DSA IOR	(c) The Division of State Architecture (DSA) Modifications	\$451.00	100%	451	\$207,696.00
96	Team C		Declined		Add Boilers per RFI #117 Due to SDG&E Requirements (SDG&E to perform)	(d) Errors & Omission	\$0.00	0%	-	\$207,696.00

Carlton Oaks School Modernization

Recap of Contractor Construction Shared Contingency

Item #	Sub-contractor Effected	PCO #	Owner CO#	Sub CO#	Description of Work	Cost of Work	Percent Complete	Billable Amount	Contingency Balance
	Initial Shared Contingency Amount								\$250,121.00
1	Multiple	7	7		VE: Electrical MSB1 relocation and change to Nema 3R (VE) & Temp. Fencing	(\$70,300.00)	100%	(70,000)	\$320,121.00
2	Neal Electric	23	23		VE: Delete Power to Closets - RFI #17 and 17R2	(\$1,987.00)	100%	(1,987)	\$322,108.00
3	Multiple	25	25		VE: Shop Drawings submittal cost for canopy deletions & cost savings AS#3 (delete bid alternate #2)	(\$113,419.00)	100%	(113,418)	\$435,526.00
4	Brady Co.	33	33		VE: Revise Substrate for Ceramic Tile Walls RFI #61	(\$5,420.00)	100%	(5,420)	\$440,946.00
5	R.L.P. Co.	34	34		VE: Change TPO Roofing System from fully adhered to mechanically attached	(\$17,782.00)	100%	(17,782)	\$458,728.00
6	Brady Co.	39	39		VE: Delete drywall primer RFI #62	(\$6,900.00)	100%	(6,900)	\$465,628.00
7	Brady Co.	41	41		VE: Substitute Armstrong fine fissured #1729 for #1824 on ceiling tiles RFI #63	(\$4,979.00)	100%	(4,979)	\$470,607.00
8	A & S Flooring	44	44		VE: Change to 4" rubber base in lieu of rolled lengths	(\$500.00)	100%	(500)	\$471,107.00
9	Brady Co.	51	51		VE: Change to unfaced front foil backed insulation RFI #64	(\$3,500.00)	100%	(3,500)	\$474,607.00
10	Multiple	5	5		Ramp Demo & Replacement in Front of Bldg. A (50% to Shared, 50% to Owner's Contingencies)	\$5,567.00	100%	5,567	\$469,040.00
11	Multiple	63	63		Bldg. A Girl's Restroom A11 Drain/Vent Clogged (Required Demo & Plaster Patch of Finished Work)	\$1,523.00	100%	1,523	\$457,517.00
12	Lozano	70	70		Move Reception Counter to Edge of Lightswitch Closer to the Door	\$157.00	100%	157	\$457,360.00
13	Team C	78	78		Add Concrete to Triangle Corner Area at Front of School	\$1,288.00	100%	1,288	\$456,072.00
14	Brady Co.	94	Void		Rapidset EisenWail Plaster Used to Meet Summer Mod Schedule (Gift/Freebie to the District)	\$7,015.00	0%	-	\$466,072.00
15	Team C	95	95		Trench Widening Around Bldg. C (CB approved at \$9,345; will explain why it has to be \$9,695)	\$9,695.00	100%	9,695	\$456,377.00
16	Team C	112	112		Concrete Trench Patching (Sitewide)	\$14,152.00	100%	14,152	\$442,225.00
17	Rocky Coast Framers	16 & 72	16 & 72		Replace Wall Sheathing in Bldgs A, B, C, & D (\$4,678 + \$1,351)	\$6,029.00	100%	6,029	\$436,196.00
18	Inland Pacific Tile	144	144		Credit VE for Changing to 12x12 CD 54 Tile at Bldg. E (Add for Slate charged to 10 CR project)	(\$366.00)	100%	(396)	\$436,592.00
19	Native Landscaping	142	See Owner		Revise Landscaping per Bulletin #9. Originally designed landscaping was already installed. (Revised slightly lower pricing).	\$1,000.00	0%	-	\$436,592.00
20	Casper/Barnhart	57	57		Remove Unforeseen Hard Lid Ceiling from Bldg. D (Double Ceiling not Shown)	\$5,400.00	100%	6,400	\$430,192.00
21							0%	-	\$430,192.00
22							0%	-	\$430,192.00
23							0%	-	\$430,192.00
24							0%	-	\$430,192.00

Period Ending: May 2009
 Billing Number: Final

Total Cost of Work Column Above: (\$172,059.99)
 Total Cost of Work Complete, Approved, & Billable Percentage Complete: (\$160,071.00) 100%
Remaining Contingency based on all APPROVED amounts: \$430,192.00
 Remaining Contingency based on ALL Amounts Above: \$422,177.00

Final Shared Contingency Amount Due to Barnhart: \$141,963.36
 Final Shared Contingency Amount Due to District: \$288,228.64

Consent Item D.3.2
 Prepared by Karl Christensen
 July 7, 2009

Authorization to File Notice of Completion Documents
 for 10-Classroom Addition Projects at Carlton Hills,
 Carlton Oaks, and Rio Seco Schools

BACKGROUND:

Notice of Completion documents to be filed with the County Recorder for the following contracts are listed below:

PROJECT	CONTRACT AMOUNT	CONTRACTOR
Phase 1 – Carlton Hills School 10-Classroom Addition	\$5,756,499	Barnhart-Heery, Inc.
Phase 1 – Carlton Oaks School 10-Classroom Addition	\$5,668,543	Barnhart-Heery, Inc
Phase 1 – Rio Seco School 10-Classroom Addition	\$5,591,066	Barnhart-Heery, Inc

RECOMMENDATION:

It is recommended that the Board of Education authorize the filing of the Notice of Completion documents for the completed projects as listed above.

This item supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of the contracts listed above total \$17,016,108. The budget of the Capital Improvement Program is \$128.8 million for nine (9) school modernizations, and this cost was funded from CIP funds, Prop R bond proceeds, and State modernization matching funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.2.
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Consent Item D.3.3.
Prepared by Karl Christensen
July 7, 2009

Approval of Hazardous Waste Disposal
Services with North State Environmental

BACKGROUND:

As fluorescent light bulbs and batteries are disposed of, the Maintenance and Operations department has been collecting what has accumulated over each year. Administration is recommending North State Environmental to remove and dispose of this annual accumulation of hazardous waste properly. Reduced rates are offered to the District through its property and liability group insurance coverage administered by Keenan and Associates.

RECOMMENDATION:

It is recommended the Board of Education approve North State Environmental for the proper disposal of hazardous waste materials accumulated annually by the District routine operations.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of approximately \$1,500 per year is to be paid from the Restricted Maintenance budget for the proper disposal of hazardous waste materials.

STUDENT ACHIEVEMENT IMPACT:

This is a fiscal item. All fiscal resources impact student achievement. This also creates a safe environment for the school once materials are removed.

Motion:		Second:		Vote:		Agenda Item D.3.3.
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Consent Item D.4.1. Approval of Agreement Between the Grossmont Union High School District Adult School and the Santee School District
Prepared by Emily Andrade
July 7, 2009

BACKGROUND:

Since the spring of 1998, the Grossmont Union High School District Adult School and the Santee School District have collaborated to provide free Adult English as a Second Language (ESL) classes, otherwise known as Community Based English Tutoring (CBET), to parents and other community members. Grossmont Union High School District requests an agreement to continue the current program from August 31, 2009 to June 11, 2010. Current classes are held Monday through Friday for three hours a day at Prospect Avenue School and Hill Creek School. Each program has a regular attendance of approximately 15 adults each day.

RECOMMENDATION:

Administration recommends approval of the attached 2009-10 agreement and addendum to lease agreement with the Grossmont Adult School, Grossmont Union High School District. The addendum to lease agreements is in relationship to Santee School District's compliance with Americans with Disabilities Act requirements.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

CBET funds will continue to provide funding for childcare and instructional materials while the teachers are provided free through Grossmont Union High School District.

STUDENT ACHIEVEMENT:

Adult students attending this class develop the confidence and language skills to feel comfortable to come to the school and become an involved parent in their child's learning. The tutoring skills developed by parents through the Grossmont Adult School may also directly impact the success of the English language learner population in Santee School District.

Motion:		Second:		Vote:		Agenda Item D.4.1.
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**GROSSMONT ADULT SCHOOL AGREEMENT
FOR
CONDUCTING ADULT EDUCATION CLASSES IN SATELLITE CENTERS**

This agreement between the Grossmont Union High School DISTRICT (DISTRICT) and Santee School District-Cajon Park Elementary, Prospect Elementary (FACILITY) is made to facilitate the scheduling and conducting of Adult Education classes by the DISTRICT on the premises of the FACILITY.

Period of agreement: From August 31, 2009 to June 11, 2010 (excluding school holidays) or until terminated by either FACILITY or DISTRICT. This is a mutual benefit agreement and there will be no exchange of funds.

ALL PROGRAMS AND SERVICES PROVIDED BY THE DISTRICT ARE INTENDED TO AUGMENT AND NOT REPLACE ANY CURRENT OR EXPANDING PROGRAMS BEING OFFERED BY THE FACILITY. The DISTRICT will schedule and conduct such Adult Education classes on the premises of the FACILITY as mutually agreed by the DISTRICT and the FACILITY. In addition, it is understood that the DISTRICT may unilaterally cancel particular classes when they do not meet the requirements of the DISTRICT in regard to class size, attendance, or at any time the DISTRICT determines that it is in the best interest to do so. The DISTRICT assumes no responsibility or liability for acts of negligence or omissions of the FACILITY.

RESPONSIBILITIES OF THE DISTRICT:

Assign credentialed Adult Education teachers to conduct scheduled Adult Education classes.

Develop a course of study outline and submit for approval to the State of California and then retain a copy in file.

Provide professional and curriculum assistance in the planning and implementing of Adult Education programs at the FACILITY to supplement programs being conducted by the FACILITY.

Be responsible for all record keeping and reporting in connection with Adult Education classes in the FACILITY.

RESPONSIBILITIES OF THE FACILITY:

Designate a responsible member of its staff to serve as liaison between the FACILITY and the DISTRICT personnel.

Provide suitable classroom space. (Acoustics, lighting, and heating/cooling)

Agrees to provide custodial services for cleanup of the classroom(s) prior to and after scheduled class meetings.

Revised 5/7/09

GROSSMONT ADULT EDUCATION AGREEMENT
FOR CONDUCTING ADULT EDUCATION CLASSES
IN SATELLITE CENTERS

Page 2

The FACILITY agrees to indemnify and hold the DISTRICT and its agents or employees harmless from any and all liabilities, claims, damages or injuries to any person, including injury to FACILITY employees, and all expenses of investigating and defending against same: arising from or connected with performance or failure to perform any work or other obligation of the agreements; or caused or claimed to be caused by the independent acts of the FACILITY, its agents or employees.

Under this agreement, Adult Education instructional staff will be provided by:

El Cajon Adult Center
(Name of Adult Center)

Phyllis Ruth
(Principal)

(619) 401-9750
(Phone #)

FACILITY:

DISTRICT:

Santee School District
9625 Cuyamaca Street
Santee, California 92071

Grossmont Union High School District
San Diego County, California

By: _____
Title: _____

Approved by the Governing Board on
the _____ day of _____, 20____
By: _____

Michael Lewis
Assistant Superintendent
Educational Services

Date: _____ Phone: _____

Prepared by Emily Andrade
July 7, 2009

BACKGROUND:

The San Diego County Office of Education has submitted an agreement for its Science Outreach Programs to the District for approval. The County will make the following programs available to the schools in the Santee School District.

1. **The Green Machine** – This program aligns with the K-4 California Science Content Standards and describes the journey from seed to dinner table through hands-on learning stations. The cost to the schools is \$305 per trip which serves up to four 1-hour classes of up to 30 students.
2. **Splash Science Mobile Lab**- This program aligns with the 4-6 grade California Science Content Standards and offers hands-on learning opportunities at learning stations including: watershed/storm drain, Geographic Information System examination of watersheds, water conservation, etc. This program costs schools \$550 per trip serving up to four 1-hour classes of up to 36 students.
3. **Salk Institute Mobile Genetics Lab** – This program provides an opportunity for students to learn about genetics and DNA from real Salk Institute scientists. This program is a free 3-day biotechnology program serving middle school students.

RECOMMENDATION:

It is recommended that the Board of Education approve the Science Outreach Agreement with the San Diego County Office of Education.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

No District funding is recommended to support these programs. Schools may elect to offer these programs and fund them through site budgets and/or their Parent Teacher Association or Organization.

STUDENT ACHIEVEMENT IMPACT:

The Science Outreach Programs provide students with enriched learning experiences.

Motion:		Second:		Vote:		Agenda Item D.4.2.
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San Diego County Office of Education

SCIENCE OUTREACH PROGRAM
FIELD TRIP AGREEMENT – 2009-2010

THIS AGREEMENT, made this July 1, 2009 and which will terminate on June 30, 2010, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and Santee School District hereinafter called the "District/School/Organization", mutually agree as follows:

1. **Basis of Agreement**

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization).

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

2. **Scope of Agreement**

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2009-2010:

- 1) Green Machine
\$305.00 per trip, serving up to four 1-hour classes of up to 30 students each
The Green Machine curriculum aligns with the California Science Content Standards for grades K-4. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.
- 2) Splash Science Mobile Lab
\$550.00 per trip, serving up to four 1-hour classes of up to 36 students each
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-6. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/stormdrain, GIS examination of local watersheds, water conservation, San Diego estuary, and microscope.
- 3) Salk Institute Mobile Genetics Lab Sponsored by Salk Insititute
The Salk Mobile Science Lab is a free 3-day biotechnology program serving middle schools throughout San Diego County. This program provides a unique opportunity for your students to learn about genetics and DNA from real Salk Institute scientists. The following requirements relate to the Salk program:
 - a. There must be a minimum of 90 students and a maximum of 160 students in the morning classes. The same students must attend all three days. You can combine students from multiple classes but we must work out of one classroom or parish as we have too much equipment to move around.
 - b. We can accommodate up to 4 class sessions (maximum 40 students each) during the morning. Class periods should be minimum 45 minutes long. (~55 minute periods work best) **Please note that we cannot accommodate block schedules.**

- c. The last class must end no later than 12:30 pm.
- d. The classroom we work out of should have several power outlets and access to water.
- e. Students and desks in each class session should be arranged into 5 groups for each of the three days.
- f. Teachers are expected to be present at all times of our visit and to maintain classroom discipline.

B. County agrees to provide:

- 1) Instructional materials (by Salk Institute for Salk program)
- 3) Curriculum and instruction (by Salk Institute for Salk program)
- 4) Scheduling of District/School/Organization participation
- 5) Invoice the District/School/Organization for field trip. (Salk Institute program currently has no charge)

C. District/School/Organization agrees to:

- 1) Schedule participation in the program of choice with the County by phone and confirm by email.
- 2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO or simple email).
- 3) Provide a minimum of number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Splash Science Mobile Lab requires two participating adults.
 - a. If the school cannot provide the required participating adults, they must inform County a minimum of two days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$100 per participant provided by County.
- 108) Provide written notification to County of field trip cancellation a minimum of ten (10) working days in advance of the scheduled trip. Cancellation with less than ten working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.
- 109) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.
- 110) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

3. **Authorization to Copy Materials**

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

4. **Confidentiality of Service or Work**

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

5. **Independent Contractor**

It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.

6. **Hold Harmless**

The District/School/Organization agrees to hold harmless, defend, and to indemnify the San Diego County Superintendent of Schools, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to person, including death therefrom, or damage to property sustained by the District/School/Organization or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and
- B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the District/School/Organization, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The District/School/Organization at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

7. **Insurance Requirements**

Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$1,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

8. **Compliance With Laws**

The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

9. **Compensation/Costs and Payment Schedule**

The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice or at least 10 days in advance of the field trip, whichever is sooner.

10. **Termination**

It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.

11. **Audit**

The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

- 12. **Safety**
District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.
- 13. **Governing Law/Venue San Diego**
In the event of litigation, the agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.
- 14. **Final Approval**
This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Director of Outdoor Education.
- 15. **Contract Participants**
If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.
- 16. **County Contact Person**
San Diego County Office of Education
Director, Outdoor Education
6401 Linda Vista Road, Room 410, San Diego, California 92111-7399
(858) 292-3695 Fax (858) 571-7206
- 17. **Entire Agreement**
This agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary from the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed, such parties acting by their representatives being duly authorized.

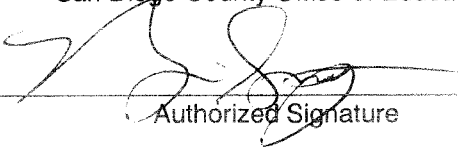
Santee School District
District/School/Organization

By _____

Title _____

Date _____

Authorized or ratified by the
Board of Education
on _____

County Superintendent of Schools San Diego County Office of Education  _____ Authorized Signature
Director of Outdoor Education _____ Title
April 28, 2009 _____ Date

Authorized by the San Diego County Board
Education on February 11, 2009

Please return only one copy of this page

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or handicap.

Consent Item D.5.2. Approval to Renew Annual Agreement with Attorney Firm
Fagen, Friedman & Fulfroost

Prepared by Minnie Malin
July 7, 2009

BACKGROUND:

Fagen, Friedman & Fulfroost has provided Santee School District with excellent legal and consultant services related to general personnel and legal services with regard to labor relations and collective bargaining issues and litigation since receiving Board approval on January 20, 2009. Other services include but not limited to: legal response to complaints and grievances; issues pertaining to interpretation of the Education and Government Codes and Federal statutes; and interpret proposed and adopted legislation.

RECOMMENDATION:

It is recommended that the Board of Education approve to renew the annual agreement with Fagen, Friedman & Fulfroost for personnel attorney services.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

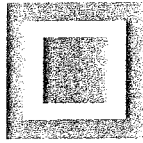
The 2009-10 District adopted budget includes an amount not to exceed \$45,000 to provide attorney services.

STUDENT ACHIEVEMENT IMPACT:

Attorney services provide support to administration when making personnel decisions. This allows administration to make decisions in relation to what is best for all students. A well trained staff can impact student achievement in a positive manner.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.2.



AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Santee School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Attorney agree as follows effective July 1, 2009:

Client hires Attorney as its legal counsel with respect to matters Client specifically refers to Attorney. Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Client agrees to pay Attorney for services rendered based upon the attached rate schedule. Agreements for legal fees on an other-than-hourly basis may be made by mutual agreement for special projects.

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Client shall pay Attorney's statements within thirty (30) days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services hereunder after receipt of such notice. Attorney may withdraw its services hereunder with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Santee School District

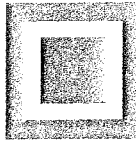
Fagen Friedman & Fulfroft, LLP

Dr. Patrick Shaw, Superintendent


Peter K. Fagen, Partner

Date: _____

Date: 6-1-09



PROFESSIONAL RATE SCHEDULE

Santee School District
(Effective July 1, 2009)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

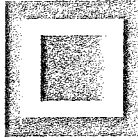
Senior Partner / Of Counsel	\$ 180
Partner / Senior Attorney	\$ 175
Senior Associate	\$ 170
Associate	\$ 165
Education Consultant	\$ 150
Law Clerk / Senior Paralegal	\$ 130
Paralegal	\$ 110

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Santee School District ("Client") and the law firm of Fagen Friedman & Fulfroft ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Attorney agree as follows effective December 19, 2008:

Client hires Attorney as its legal counsel with respect to matters Client specifically refers to Attorney. Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Client agrees to pay Attorney for services rendered based upon the attached rate schedule. Agreements for legal fees on an other-than-hourly basis may be made by mutual agreement for special projects.

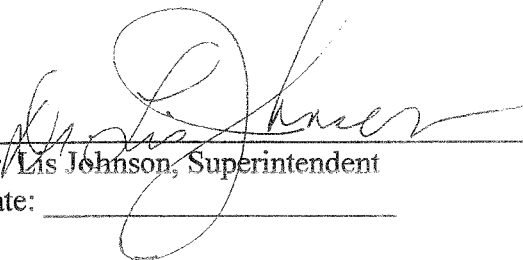
Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's statements within thirty (30) days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services hereunder after receipt of such notice. Attorney may withdraw its services hereunder with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Santee School District

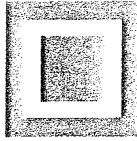
Fagen Friedman & Fulfroft, LLP



Dr. Lis Johnson, Superintendent
Date: _____



Melanie Petersen, Partner
Date: 12-19-08



PROFESSIONAL RATE SCHEDULE

Santee School District
(Effective December 19, 2008)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Senior Partner / Of Counsel	\$ 175
Partner / Senior Attorney	\$ 170
Senior Associate	\$ 165
Associate	\$ 160
Education Consultant	\$ 150
Law Clerk / Senior Paralegal	\$ 125
Paralegal	\$ 100

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

00001.00001/111233.1

Consent Item D.5.3. Approval to Renew Annual Invoice / Agreement with Aesop Automated Sub Calling System

Prepared by Minnie Malin
July 7, 2009

BACKGROUND:

Aesop automated sub calling system was Board approved on September 2, 2008 and implemented on January 1, 2009. Aesop allows District administrators to stay informed through extensive reporting, including a custom report writer; skill-matching; and preference lists to ensure qualified substitute placements. Substitutes can search for and accept jobs through the phone or internet, plus receive automatic notification of open jobs. Aesop's hardware and software is maintained at an off-site, secure, climate-controlled facility with 7-day power back-up; provides free ongoing upgrades; and 24-hour customer service.

RECOMMENDATION:

Administration recommends that the Board approve the annual invoice / agreement with Aesop effective July 1, 2009.

This recommendation supports the following District Goal:

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

FISCAL IMPACT:

The annual subscription charge will be \$7,335, or \$733.50 per month. The fee is based on the number of employees maintained in the data each month and will be paid from the general fund and is included in the 2009-10 District adopted budget.

STUDENT IMPACT:

Implementation of this system has enabled the District to provide an automated telephone and the internet system and take advantage of new technology as a way to provide quality substitutes to meet student instructional needs.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.3.

Frontline Placement Technologies, Inc.
 5 Great Valley Parkway
 Suite 150
 Malvern, PA 19355



Annual Invoice

BILL TO
Santee School District Attn: Bill Clark 9625 Cuyamaca Street Santee, CA 92071

DATE	INVOICE #
8/1/2009	A09-12471

P.O. NUMBER	TERMS
Please advise	Net 30

QUANTITY	DESCRIPTION	Amount
	Santee School District	
458	April 30 count of employees needing sub x 10 months x \$1.25	5,725.00
322	April 30 count of employees not needing sub x 10 months x \$0.50	1,610.00
	\$7,114.95 due if paid by June 15, 2009	
	\$7,188.30 due if paid by July 15, 2009	
	-	

Please call Nita Hultz with any questions at 610-722-9745 ext. 221

Corporate Offices
 610-722-9745 (phone) 610-722-9537 (fax)

Total	\$7,335.00
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Consent Item D.5.4. Approval of Credential Waiver
Prepared by Minnie Malin
July 7, 2009

BACKGROUND:

Credential waivers are required for teachers working in areas where they are not appropriately credentialed for their assignment. Due to a statewide shortage, an employee without the Language, Speech and Hearing credential will be placed in a position to cover a position requiring a Language, Speech and Hearing credential. Waivers require Board approval and this subsequent waiver request is for the current LSH Specialist who is working towards the credential.

RECOMMENDATION:

Administration recommends approval of the credential waiver for the following employee number:

037643 Language, Speech & Hearing Specialist

This recommendation supports the following district goal:

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

FISCAL IMPACT:

This is a personnel item requiring no additional increase to the general fund. However, the budgeted salary amount for this employee is \$57,776.

STUDENT ACHIEVEMENT IMPACT:

It is important to provide employees with opportunities for acquiring new skills in the areas of their responsibilities. As a result, new and diverse challenges may present an enriched curriculum and enhance learning experiences for students.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.4.

Discussion and/or Action Item D.5.5. Approval to Increase the Work Year for the Coordinator for the Out-of-School-Time Program Position

Prepared by Minnie Malin
July 7, 2009

BACKGROUND:

Because of the popularity and demand of the YALE Preschool Program, the Director of Out-of-School Time Programs implemented a summer program. Currently, the YALE Preschool Program is operated as a 10-month program and the Director anticipates that the YALE Preschool Program will become a permanent year round program. During the school year, the site principal may serve in the capacity of the administrator. However, it is necessary to have an administrator oversee the program during the summer months. Therefore, Pam Brasher, Director of Out-of-School Time Programs, recommends that the work year for the Coordinator of Out-of-School Time Programs position increase from 11-months to 12-months effective July 1, 2009. Hope Baker, current Coordinator of Out-of-School Time Programs, will remain in that position and become a 12-month employee.

RECOMMENDATION:

Administration recommends approval of the increase in work year for the Coordinator of Out-of-School Time Programs effective July 1, 2009.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The additional annual cost to increase the work year for the Coordinator of Out-of-School Time Programs position will be \$7,040. This position is a paid from a fee-based program and will not impact the general fund.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide support for staff and students to meet educational and other relevant needs.

Motion: _____ Second: _____ Vote: _____ Agenda Item D.5.5.

Discussion and/or Action Item D.5.6. Adoption of Resolution No. 0910-01, Layoff of Identified Classified Position

Prepared by Minnie Malin
July 7, 2009

BACKGROUND:

During a recent IEP meeting, it was determined that a 1:1 student no longer requires assistance beginning with the 2009-10 school year. As a result, administration recommends eliminating one Instructional Assistant, Special Education I position. The employee currently in that position declined the opportunity to be reassigned into a vacant Instructional Assistant, Special Education I position and will receive a 45-day layoff notice and be placed on a 39-month reemployment list.

RECOMMENDATION:

Administration supports the following recommendations:

- Eliminate one (1) Instructional Assistant, Special Education I position effective August 31, 2009.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

Current annual cost for one (1) Instructional Assistant, Special Education I position is \$9,830.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide support for staff and students to meet educational and other relevant needs as funding remains available.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.6.

SANTEE SCHOOL DISTRICT

Resolution No. 0910-01

WHEREAS, when a bona fide reduction or elimination of funds or services occurs within a school district, classified employees shall be subject to reduction of hours for either lack of work or lack of funds;

WHEREAS, the elimination of certain services being performed by the classified staff has resulted in an elimination of work;

WHEREAS, due to lack of funds and/or lack of work, the Board finds that it is in the best interest of this school district that as of August 31, 2009, certain services be eliminated and/or reduced in work hours:

Layoff and/or Reduction in Work Hours

- Eliminate one (1) Instructional Assistant, Special Education I position

NOW THEREFORE, BE IT RESOLVED that as of the 31st day of August 2009:

- Eliminate one (1) Instructional Assistant, Special Education I position

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employees that their position will be eliminated and/or reduced in work hours as of August 31, 2009, pursuant to applicable provisions of the Education Code of the State of California, and the negotiated agreement with California School Employees Association Article XI, (Layoff, Reemployment, Involuntary Reduction in Hours, and the Impacts and Effects of Such Matters), such notice to be given forty-five (45) days prior to the effective date of reduction/layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 7th day of July 2009, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 7/7/09

Clerk, Board of Education

DISCUSSION AND/OR ACTION ITEMS Item E.

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

Discussion and/or Action Item E.1.1. Suspension of OPEB Funding Plan
Prepared by Karl Christensen
July 7, 2009

BACKGROUND:

On July 15, 2008, the Board adopted a GASB (Governmental Accounting Standards Board) 45 OPEB (Other Post Employment Retirement Benefits) funding and management plan. This plan called for a one-time deposit of \$500,000 to be taken from the District's Unrestricted General Fund in 2008-09 and a \$1,000,000 annual contribution thereafter to fund retirement benefits.

Although GASB 45 requires completion of an Actuarial Valuation every two years and recognition of a liability on the District's financial statements for the unfunded portion of benefits, the GASB statement does not require funding of the liability. With the dismal condition of the State budget and declining revenues for the District, it is recommended that this funding plan be suspended until fiscal conditions improve.

RECOMMENDATION:

It is recommended that the Board of Education suspend funding of the GASB 45 OPEB liability until fiscal conditions improve.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated fiscal impact is a \$556,495 reduction in funding for OPEB liability for a three year suspension from 2008-09 through 2010-11.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.1.1.
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Discussion and/or Action Item E.2.1. Update on Summer Infrastructure Projects
Prepared by Karl Christensen
July 7, 2009

BACKGROUND:

At the Board Workshop on June 22, 2009, the Board took action to move forward with the Infrastructure Projects at two of the three Phase II schools this summer, based on the BAN being issued and funds received in early to mid July. The priority schedule is Prospect Avenue (PRIDE Academy) as the first priority and Chet F. Harritt as the second priority. Chet F. Harritt was selected because the infrastructure must be in place before the relocation of the Pioneer ball fields can be implemented.

The Santee School District has received a grant through the City of Santee in the amount of \$260,000 toward the relocation of the Pioneer ball fields. Because of the delay in the capital improvement program due to deferrals of eligible state funds, there is concern by the District that these grant funds may be recalled. Providing infrastructure at Chet F. Harritt would expedite progress toward the ball field relocation and confirm the District's commitment to the community to relocate the ball fields.

Tonight, administration will provide a status update and timeline on the Infrastructure Projects.

RECOMMENDATION:

Administration will provide a status update to the Board of Education and a timeline for the Infrastructure Projects. Any action taken is at the discretion of the Board.

This item supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is approximately \$2.5 million for the Infrastructure Projects at two of the three Phase II schools this summer, based on the BAN being issued and funds received in early to mid July.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.1.
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BACKGROUND:

On November 7, 2006, citizens voted in favor of a bond (Proposition R) to modernize and improve Santee School District facilities. The amount of bond funding is \$60,000,000; however, this amount is part of the larger comprehensive modernization plan. The Committee's primary purpose is to inform the public at least annually in a written report regarding the expenditure of the Bond proceeds. Members may, but are not entitled to, serve for a maximum of two (2) consecutive terms. No member(s) may be a District employee, official, vendor, contractor, or consultant.

On March 5, 2007 the Board of Education appointed initial membership to the Independent Citizens' Oversight Committee (ICOC), and subsequently expanded the Committee to 11 members on March 20, 2007. Currently, there are 6 members on the ICOC.

The Santee School District ICOC has the following vacancies in its membership:

- One member who is active in a bona fide taxpayer association;
- One member who is active in a business organization representing the business community located within the District;
- One member shall have experience in school finance.

New Applications were due June 15, 2009. Requests for applicants were sent out to the San Diego Taxpayer's Association, the Santee Chamber of Commerce, and the Santee School District Budget Committee. Applications were also available via the District's website.

RECOMMENDATION:

It is recommended that the Board of Education appoint membership of the ICOC from the applications presented this evening.

This recommendation supports the following district goals:

- Provide facilities that optimize the learning environment for all students.
- Assure the highest level of educational achievement for all students.

FISCAL IMPACT:

The budget of the Capital Improvement Program is \$128.8 million for nine (9) school modernizations, funded from CIP funds, Prop R bond proceeds of \$60M, and State modernization matching funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.2.
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BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item F.

CLOSED SESSION Item G.

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

The Board will now go into Closed Session to discuss:

1. **Public Employment Matters (Govt. Code § 54957)**
Public Employee Discipline/Dismissal/Release

2. **Conference with Labor Negotiator (Govt. Code § 54956.8)**
Agency Negotiator: Minnie Malin, Director, Human Resources
Employee Organizations: Santee Administrators Association
Santee Teachers Association
California School Employees Association

Purpose: Negotiations

RECONVENE TO PUBLIC SESSION Item H.

ADJOURNMENT Item I.