

Santee School District

SCHOOLS:

- Cajon Park
- Carlton Hills
- Carlton 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

May 19, 2009
**BOARD OF EDUCATION
 REGULAR MEETING
 A G E N D A**

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.

6:00-6:45 p.m. – Student Forum

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A. OPENING PROCEDURES – 7:00 p.m.

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

B. REPORTS AND PRESENTATIONS

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1. Superintendent's Report
 - 1.1. Developer Fees Collection Report 8
 - 1.2. Use of Facilities Report 9
 - 1.3. Enrollment Report 10
 - 1.4. Schedule of Upcoming Events 11
 - 1.5. Announcement of New Assistant Superintendent of Business Services 12
 - 1.6. Staffing Report
2. Spotlight on Learning: County Science Fair Winners 13
3. Spotlight on Learning: San Diego County Outdoor School Scholarship Recipient 16
4. Spotlight on Learning: 2009 County Spelling Bee Participants 17
5. Spotlight on Learning: Reading Committee 18
 Chairs: Kristin Baranski, Stephanie Pierce, and Debbie Towne

C. PUBLIC COMMUNICATION

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

BOARD OF EDUCATION · Dan Bartholomew, Dustin Burns, Allen Carlisle, Dianne El-Hajj, Barbara Ryan
 DISTRICT SUPERINTENDENT · Lisbeth Johnson, Ed.D.

9625 Cuyamaca Street · Santee, California 92071-2674 · (619) 258-2300

D. CONSENT ITEMS

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

Superintendent

- 1.1. **Approval of Minutes** 22
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.
- 1.2. **Approval of Employment Agreement Between the Santee School District and the Assistant Superintendent, Business Services** 32
It is recommended that the Board of Education approve the employment agreement between the Santee School District and the Assistant Superintendent, Business Services.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 33
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Approval/Ratification of Expenditure Warrants** 36
It is recommended that the Board of Education approve/ratify expenditure warrants, as presented.
- 2.3. **Approval/Ratification of Purchase Orders** 38
It is recommended that the Board of Education approve/ratify purchase orders for the month of April 2009.
- 2.4. **Approval/Ratification of Revolving Cash Report** 44
It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.
- 2.5. **Acceptance of Donations** 46
It is recommended that the Board of Education accept the donations listed in the item in the amount of \$6,633.00 on behalf of the District.
- 2.6. **Approval of 2009-10 Student Accident Insurance** 47
It is recommended that the Board of Education approve student accident insurance for the 2009-10 school year, available from Guarantee Trust Life Insurance Company through Pacific Educators, Inc.
- 2.7. **Approval of Agreement for Audiovisual Services** 48
It is recommended that the Board of Education approve the agreement for audiovisual services with the San Diego County Office of Education.

- 2.8. **Adoption of Resolution No. 0809-52 Amending and Supplementing Resolution No. 0809-44 Relating to Reimbursement of Expenditures Using Proceeds of Issued Debt and Securities** 49
If the Board desires to retain the ability to reimburse the District's General Fund, or other District funds, for the expenditure of funds for facilities projects which may be funded with Note proceeds, prior to the issuance and sale of the Notes, it is recommended that the Board adopt Resolution No. 0809-52 amending and supplementing Resolution No. 0809-44.

Capitol Improvement/Modernization

- 3.1. **Approval of Construction Encroachment Easement for Storm Water Improvements at Pepper Drive School** 56
It is recommended that the Board of Education grant the proposed temporary construction easement and accept the related improvements.
- 3.2. **Approval of Landscape Architectural Services with George Mercer Landscape Architecture for Design of Split Irrigation Systems** 62
It is recommended that the Board of Education approve consultant services with George Mercer Landscape Architect to design construction documents for separate irrigation systems split from our current domestic water system for construction and Padre Dam irrigation water meters for all schools.
- 3.3. **Approval of Consultant Services with Merrick + Associates for Water Usage Reduction** 76
It is recommended that the Board of Education approve consultant services with Merrick +Associates to evaluate domestic water systems usage and reductions implemented from the Capital Improvement Program and report data needed for Padre Dam MWD assessments of sewer capacity charges for all schools.
- 3.4. **Ratification of Retention Reduction for Capital Improvement Program Projects** 79
It is recommended that the Board of Education authorize the reduction of the construction retention from 10% to 5% on the three Phase 1, 10-classroom construction contracts at Rio Seco, Carlton Oaks and Carlton Hills schools.
- 3.5. **Final Construction Contract Closeout for Rio Seco and Carlton Oaks School Modernization Projects** 83
It is recommended that the Board of Education accept the final cost and all cost proposals and use of construction contingency and shared contingency distribution for the Rio Seco School Modernization and Carlton Oaks School Modernization projects.

Educational Services

- 4.1. **Approval of 2009-10 School Schedules** 84
It is recommended that the Board of Education approve the 2009-10 School Schedules.
- 4.2. **Approval of State Preschool Program Annual Report to California Department of Education** 87
It is recommended that the Board of Education approve the State Preschool Program Annual Report to California Department of Education.

- 4.3. **Approval to Expand ASES Program Fee Schedule** 97
It is recommended that the Board of Education approve a parallel parent pay program, supplemental program fees, and a per day holiday fee as proposed.

- 4.4. **Approval of Request for Extended Field Trip for Pepper Drive School Student to Legoland** 99
It is recommended that the Board of Education approve the extended field trip.

Human Resources

- 5.1. **Personnel, Regular** 101
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.

- 5.2. **Approval of Shared Classroom Teaching Assignments for 2009-10** 104
It is recommended that the Board of Education approve the shared classroom assignments.

- 5.3. **Approval of New Management Job Titles and Descriptions for Systems Administrator and Telecommunication/Network (E-Rate) Administrator, and Appointment of Positions** 105
It is recommended that the Board of Education approve the new job titles and descriptions, and the appointment of the positions.

- 5.4. **Approval of Revised Certificated Special Education Job Descriptions** 112
It is recommended that the Board of Education approve the revisions to the job descriptions for certificated special education positions.

- E. **DISCUSSION AND/OR ACTION ITEMS** 132
Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.

Superintendent

- 1.1. **Transportation FCMAT Report Discussion** 133
The Superintendent will discuss the FCMAT recommendations for transportation. Action is at the discretion of the Board.

- 1.2. **Budget Update Following the May Revise** 139
The Superintendent will present information for the May Revise from the Governor and the potential impact on the Santee School District. Action is at the discretion of the Board.

Business Services

- 2.1. **Monthly Financial Report** 140
It is recommended that the Board of Education approve the Monthly Financial Report for the period ending April 30, 2008.

2.2..	<u>Adoption of Resolution Providing for the Issuance and Sale of 2009 General Obligation Bond Anticipation Notes of the Santee School District; Authorizing Execution of Documents and Taking Related Actions</u>	146
	It is recommended that the Board of Education adopt Resolution #0809-39 to move forward with the issuance and sale of general obligation bond anticipation notes in order to finance identified school facilities projects, authorizing execution of documents and taking related actions.	
F.	BOARD POLICIES AND BYLAWS	167
1.	<u>First Readings</u>	
1.1.	First Reading: New BP 3515.1 Safety During School Hours: Securing New BP 3515.1 is presented for a first reading. No action is requested.	168
2.	<u>Second Readings</u>	
2.1.	<u>Second Reading: Revised Board Policy #5132 Dress and Grooming</u> Revised Board Policy #5132, Dress and Grooming is presented to the Board of Education for a second reading and approval of the policy revisions is requested.	170
2.2.	<u>Second Reading: New and Revised Board Policies: BP 3280 – Sale, Lease, Rental of District-Owned Real Property; BP 3541.2 – Transportation for Students with Disabilities; BP 7123 – School Size</u> Board Policies 3280; 3541.2; and 7123 are presented to the Board of Education for a second reading and approval of the policies is requested.	177
G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	182
H.	CLOSED SESSION	183
1.	Public Employment Matters (Govt. Code § 54957) <i>Public Employee Discipline/Dismissal/Release</i>	
I.	RECONVENE TO PUBLIC SESSION	183
J.	ADJOURNMENT	183

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
June 2, 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 May 19, 2009 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Lisbeth Johnson, Ed.D.
May 19, 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
- 1.5. Announcement of New Superintendent of Business Services
- 1.6. Staffing Report

Requests For Use Of Facilities - May 19, 2009

Group	Location	Date	Days	Time	Attendance	Fees Applied
<u>Hill Creek</u> Boy Scouts of America Venture Crew	Media Center	5/28/09	Thursday	6:30 pm - 9:00 pm	20	
<u>Rio Seco</u> STAR	Classroom	6/9/09 - 8/27/09	Tues & Thurs	3:00 pm - 6:30 pm	24	
<u>Sycamore Canyon</u> San Diego United F.C. PTA	Classroom & Field Media Center	5/27/09 - 5/31/09 5/15/09	Wed - Sun Friday	8:00 am - 9:00 pm 5:00 pm - 9:00 pm	25 - 35 300	\$121.00 cust

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

**Santee School District
ENROLLMENT REPORT
5/8/2009
Month 9 Week 1**

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	05/08/09	05/09/08	# Diff	% Diff	05/08/09	05/09/08	# Diff SDC	% Diff SDC	Prior Week		
										Total Reg	Total Reg			SDC	SDC			05/08/09 Total All	5/1/09 Total All	Total Diff
Cajon Park	104	103	98	99	100	93	116	102	123	938	921	17	1.8%	32	29	3	10.3%	970	970	0
Carlton Hills	40	41	45	38	50	53	57	99	104	527	541	-14	-2.6%	39	44	-5	-11.4%	566	566	0
Carlton Oaks	74	65	77	66	93	104	99	113	124	815	820	-5	-0.6%	38	45	-7	-15.6%	853	852	1
Chet F. Harritt	91	69	68	76	76	74	72	53	66	645	646	-1	-0.2%	26	25	1	4.0%	671	674	-3
Hill Creek	92	97	95	94	88	85	68	90	98	807	769	38	4.9%	29	29	0	0.0%	836	836	0
Pepper Drive	71	78	76	80	75	91	80	78	79	708	701	7	1.0%	12	10	2	20.0%	720	720	0
Prospect	48	51	48	49	59	57	48	54	55	469	444	25	5.6%	18	17	1	5.9%	487	489	-2
Rio Seco	103	93	90	83	108	89	79	93	77	815	804	11	1.4%	23	20	3	15.0%	838	838	0
Sycamore Canyon	47	47	38	55	38	41	34			300	305	-5	-1.6%	23	26	-3	-11.5%	323	323	0
SUBTOTAL	670	644	635	640	687	687	653	682	726	6024	5951	73	1.2%	240	245	-5	-2.0%	6264	6,268	-4
Alternative School	3	5	2	3	9	7	7	4	10	50	49	1	2.0%					50	50	0
Success Academy							0	4	8	12	13	-1	-7.7%					12	12	0
NPS					2				1	3		3						3	3	0
EAK	116									116	117	-1	-0.9%					116	116	0
SUBTOTAL	119	5	2	3	11	7	7	8	19	181	179	2	1.1%					181	181	0
TOTAL	789	649	637	643	698	694	660	690	745	6205	6,130	75	1.2%					6445	6,449	-4

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	8	844
Prospect	22	509
Sycamore Canyon	13	336

Total Enrollment Including PK

6491

Schedule of Events

<i>Date</i>	<i>Event</i>
May 25	Memorial Day Holiday Schools and Offices Closed
May 26	Employee End of Year Celebration 3:30-5:00 p.m.
June 2	Board Meeting 7:00 p.m. Eighth Grade Academic Achievement Awards
June 4	Reception Honoring Dr. Lis Johnson 4:30-7:00 p.m. at Carlton Oaks Country Club Program and Presentation 6:00 p.m.
June 16	Board Meeting 7:00 p.m.
June 16, 17, 18	8 th Grade Promotion Exercises June 16: HC June 17: CP, CH, CO, CFH, PD June 18: PA, RS
June 18	Last Day of School
June 24	Foundation Golf Classic Carlton Oaks Country Club 1:00 p.m. Tee Time 6:00 p.m. Awards Dinner

Reports and Presentations Item B.1.5.

Announcement of New Assistant
Superintendent of Business Services

Prepared by Dr. Lis Johnson
May 19, 2009

BACKGROUND:

It is the pleasure of Superintendent, Dr. Lis Johnson, to announce the selection for the position of Assistant Superintendent of Business Services.

Agenda Item B.1.5.

Reports and Presentation Item B.2.

Spotlight on Learning:
County Science Fair Winners

Prepared by Emily Andrade
May 19, 2009

BACKGROUND:

The annual Santee School District Science Fair provides an opportunity for students to learn about the scientific method. Students test this method by investigating various creative scientific hypotheses and display their investigations and academic products at the annual science fair.

This year's student projects were pre-screened by a panel of judges at Hillsdale Middle School on January 27. Projects were then returned to Educational Services for display and district level awards on February 4. Schools participating in this year's science fair included: Cajon Park, Carlton Hills, Chet F. Harritt, Pepper Drive, Prospect Avenue and Rio Seco.

Forty student projects receiving high merit were honored on March 31 - April 5, 2009 at the countywide Greater San Diego Science and Engineering Fair. This year, four students are eligible for the State competition. In addition, Amber Schisler and Spencer Ford also received five special awards for their projects. The attached list highlights the achievements earned by these forty children.

Board Item B.2.

2009 GSDSF WINNERS

AWARD	LAST	FIRST	GR	SCHOOL
Fourth Awards - Behavioral / Social Science	Finnell	Samantha	8	Carlton Hills
Fourth Awards - Chemistry	Arce	David	8	Prospect Ave
Fourth Awards - Eng - Electrical & Mechanical	Schaefer	Michael	7	Rio Seco
Fourth Awards - Microbiology	Pinzini	Kylie	7	Carlton Hills
Fourth Awards - Physics and Astronomy	Senior	Kevin	8	Rio Seco
Fourth Awards - Consumer Sci/Product Testing (Jr. Div.)	D'Hondt	Hannah	8	Prospect Ave.
Third Awards - Animal Sciences	Barker	Kelsey	8	Carlton Hills
Third Awards - Behavioral / Social Science	Goldstein	Natalia	7	Rio Seco
	Kloss	Emily	7	Cajon Park
	Morris	Ericka	8	Pepper Drive
Third Awards - Biochemistry	Hamzai	Laila	8	Cajon Park
Third Awards - Chemistry	Buckley	Sinead	7	Carlton Hills
	DeTrafford	Suzanne	7	Rio Seco
	Mergen	Colleen	7	Rio Seco
Third Awards - Eng - Materials and Bioengineering	Kirk	Tyler	7	Cajon Park
	Russo	Arianna	8	Prospect Ave.
	Willibey	Charlie	7	Cajon Park
Third Awards - Microbiology	Davidson	Darbi	8	Pepper Drive
Third Awards - Physics and Astronomy	Chung	Krystal	7	Rio Seco
	Clark	Joseph	8	Pepper Drive
	Littleton	Leann	7	Rio Seco
	Plagman	Cynthia	8	Prospect Ave.
	Rowlands	Nikki	8	Prospect Ave.
	Spykstra	Katy	8	Rio Seco
Third Awards - Plant Science	Galarneau	Katie	7	Rio Seco
Second Awards - Eng - Electrical & Mechanical	Grimm	Anthony	7	Carlton Hills
Second Awards - Eng - Energy And Transport	Addy	Jenna	8	Carlton Hills
Second Awards - Eng - Materials and Bioengineering	Grimm	Dominick	8	Carlton Hills
Second Awards - Environmental Sciences & Management	Sevcik	Nicole	8	Carlton Hills
Second Awards - Medicine and Health Science	Urban	Jonathan	8	Prospect Ave
Second Awards - Physics and Astronomy	Beckwith	Jessica	8	Rio Seco
	Jonas	Kelsey	7	Cajon Park
	Lenhoff	Sara	8	Rio Seco
Second Awards - Consumer Sci/Product Testing (Jr. Div.)	Humes	Tanner	8	Pepper Drive
First Awards - Behavioral / Social Science	McClure	Brady	7	Rio Seco
First Awards - Chemistry	Gaian	Sean	7	Carlton Hills
First Awards - Eng - Energy And Transport	Schisler	Amber	8	Rio Seco
First Awards - Eng - Materials and Bioengineering	Adriance	Aaron	7	Cajon Park
First Awards - Physics and Astronomy	Ford	Spencer	7	Rio Seco
	Keller-Lacey	Kyle	8	Rio Seco

GSDSF Professional Society Awards - 2009

AWARD	LAST	FIRST	GR	SCHOOL
American Inst. of Aeronautics & Astro.	Schisler	Amber	8	Rio Seco
U.S. Navy	Schisler	Amber	8	Rio Seco
	Ford	Spencer	7	Rio Seco
Health Physics Soc. -- S. D. Chapter	Ford	Spencer	7	Rio Seco
San Diego Astronomy Association	Ford	Spencer	7	Rio Seco
San Diego Space Society	Ford	Spencer	7	Rio Seco

Prepared by Emily Andrade
May 19, 2009

BACKGROUND:

Each year the San Diego County Office of Education sponsors the Outdoor Education Scholarship Contest, funded by the William E. Van Arsdale Trust. The contest consists of a county-wide writing competition for fifth grade students. Fifteen winners each receive a full scholarship to the San Diego County Office of Education, Outdoor School program.

This year, Kasey Stoudt from Hill Creek School wrote a winning essay. Kasey's essay was among the 15 essays selected from over 1,000 entries. Kasey, along with her classroom teacher, Kristen Eveland, was honored at an awards ceremony on Monday, May 18, 2009 at the San Diego County Office of Education.

Tonight the Board would like to recognize Kasey Stoudt for her outstanding essay. A copy of the essays will be posted on the San Diego County Office of Education website next month.

The Board would also like to thank Kristen Eveland for providing this writing opportunity for her students to participate in the competition.

Reports and Presentation Item B.4.

Spotlight on Learning:
2009 County Spelling Bee Participants

Prepared by Emily Andrade
May 19, 2009

BACKGROUND:

Angelo Carr, an eighth grade student at Carlton Oaks School and Annabelle Rozell, a seventh grade student at Pepper Drive School represented the Santee School District at the 2009 San Diego County Spelling Bee held on March 10, 2009. Seventh and eighth grade students who are their school's local Spelling Bee winners attend the countywide spell-off competing for the opportunity to represent San Diego County at the Scripps-Howard National Spelling Bee in Washington, D.C., co-sponsored by The San Diego Union-Tribune, Newspaper In Education Program.

Tonight we would like to congratulate Angelo Carr and Annabelle Rozell for winning their schools' spelling bee and representing Santee School District in the County competition.

The Board would also like to thank teachers Chris Mowrey and Gary Stovall for working with the students to provide this opportunity for the students to participate in the competition.

Reports and Presentations Item B.5. Spotlight on Learning-Reading Committee
Chairs: Kristin Baranski, Stephanie Pierce, and
Debbie Towne

Prepared by Dr. Lis Johnson
May 19, 2009

BACKGROUND:

On May 5, 2009, the Board approved a Literacy Plan that was developed by a Board Reading Committee under the direction and chairs of Kristin Baranski, Director of Assessment; Stephanie Pierce, Director of Instructional Improvement; and Debbie Towne, Language Arts Specialist at Pepper Drive. The purpose of this Board item is to recognize the Board for their direction in this area and the impassioned chairs of this committee. While there is more detailed work to be done on this Plan in identifying concrete classroom instructional components, what has been done in this District to plan how to improve Reading is probably one of the most important initiatives Santee has undertaken.

Reading is fundamental. Learning how to read creates successful citizens and failing to read cripples the futures of students who cannot. Research says: "One estimate places the yearly cost in welfare programs and unemployment compensation due to illiteracy at six billion dollars. An additional 237 billion dollars a year in unrealized earnings is forfeited by persons who lack basic reading skills..." (Literacy Volunteers of America, National Right to Read Foundation.) It takes a strong commitment and expertise to see that improving the reading achievement of students who struggle is a mission that all educators have to embrace. It is true that "...poor reading skills and poor academic performance are not direct causes of criminal activity; however, adolescents who have deficits in these areas are disproportionately represented in correctional institutions." (Bureau of Justice Statistics, 1997)

While many school districts consider interventions to help these students, sometimes there is still the unspoken expectation that struggling readers will continue to struggle and there are limited things we can do. This is definitely not the "mantra" of this District and of Kristin Baranski, Stephanie Pierce, and Debbie Towne. The Literacy Plan they developed with the assistance of the Reading Committee is unique to school districts in the County. While not yet implemented, or assessed for effectiveness in our District, this plan contains effective research backed recommendations and plans for the tools that have been proven to be successful for students who struggle to read. It is the Superintendents opinion that after a year of implementation, this plan, and subsequent Language Arts (K-8) classroom component details would be a worthy Golden Bell application.

The Superintendent and the Board would like to formally recognize Kristin Baranski, Stephanie Pierce, and Debbie Towne for going beyond their responsibility to implement the Board's mandate. Their impassioned commitment to produce literate students in our District is admirable and a memorable contribution to each child who becomes a better reader for years to come. It is anticipated that after the Plan is implemented, no teacher will leave any stone unturned and will have the skills to support all students to be literate.

Agenda Item B.5.

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.

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 D.1.1. Approval of Minutes
Prepared by Lisbeth Johnson, Ed.D.
May 19, 2009

BACKGROUND:

Presented for Board approval –

- May 5, 2009, regular meeting minutes
- March 14, 2009, special meeting minutes
- May 12, 2009, special meeting.

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**

May 5, 2009
MINUTES

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

A. OPENING PROCEDURE

1. Call to Order and Welcome
President El-Hajj called the meeting to order at 7:02 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
Emily Andrade, Assistant Superintendent, Educational Services
Minnie Malin, Director, Human Resources
Linda Vail, Executive Assistant and Recording Secretary
2. President El-Hajj invited Evonn Avila, Administrative Secretary in Business Services, to lead the members, staff and audience in the Pledge of Allegiance.
3. Approval of Agenda
It was moved and seconded to approve the agenda.
Motion: Burns Second: Carlisle 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. End of Year Employee Celebration

Dr. Johnson reported that Cinco de Mayo was celebrated today in America, although Mexico celebrates their independence day on September 13th.

Dr. Johnson reported the District has been working with the County Health Department and the County Office of Education with the swine flu situation. At this time, unless there is a cluster of students identified with the flu, schools will stay open. She shared that there have been no identified cases of H1N1 Flu in Santee schools.

Minnie Malin reported on the upcoming end of year employee celebration on May 28th at Casa de Pico. The celebration will include a buffet hosted by Mission Federal Credit Union and California Coast Credit Union, business partner sponsors for this event.

2. Recognition of Classified Employees of the Year

Minnie Malin introduced the classified employees of the year for 2008-09 who were nominated by their peers. The classified employees for 2008-09 are:

Lorie Schmitz, Business Services	Debbie Sullivan, Business Services
Janet Brent, Carlton Hills	Karen Keyes, Cajon Park
Kathy Rasmussen, Sycamore Canyon	John Morstad, Maintenance & Operations
Lisa Peddy, Prospect Avenue	Louise Jones, Sycamore Canyon
Candice Byerly, Transportation	Vicki Torres, Pepper Drive
Elizabeth Perez, Cajon Park	Debra Phillips, Sycamore Canyon
Kris Gilbert, Carlton Oaks	

The District Employee of the Year, representing classified employees at the County level, is Carol Osteen, site custodian at Prospect Avenue School.

Dr. Johnson reported that the Teachers of the Year will be recognized in September of 2009.

3. Recognition of Professional Leadership Employee of the Year

Dr. Johnson introduced Bernard Yeo, the Professional Leadership Team (PLT) Employee of the Year. Each year a PLT employee is selected to be recognized from nominations by their peers. Bernard has been in Santee for 3 years and has had a great impact on the progress of technology in the District. He has a high level of responsibility, great talent and true professionalism. Bernard always has a smile and seeks ways to save money.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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.

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Revolving Cash Report
- 2.3. Acceptance of Donations
- 2.4. Adoption of Resolution #0809-46 Requesting Temporary Transfer of Funds
- 2.5. Approval of Interdistrict Attendance Agreements
- 2.6. Adoption of Resolutions Authorizing Specific Designated Agents
- 2.7. Adoption of Resolution #0809-44, Declaring Intention to Reimburse Expenditures Using Proceeds of Issued Debt and Securities
- 3.1. Approval/Ratification of Final Contract Amount for Cajon Park Modernization
- 3.2. Approval of C&V Consulting, Inc. for Survey Work at Pepper Drive, Chet F. Harritt, and Hill Creek Schools
- 3.3. *(Pulled for separate consideration with amended contract amount of \$13,250)*
- 4.1. Approval of CareerStaff Agreement for Occupational Therapy (OT) Services
- 4.2. Approval of Agreement with Maxim Healthcare Services, Inc.
- 4.3. Approval of Memorandum of Understanding with Camp CLUE for Chet F. Harritt and Prospect Avenue Schools
- 4.4. *Pulled for separate consideration.*
- 4.5. *Pulled for separate consideration.*
- 5.1. Personnel, Regular
- 5.2. Approval of Declaration of Need for Fully Qualified Educators

President El-Hajj pulled item D.3.3. for separate consideration and reported it was amended to show a contract amount of \$13,250. Member Bartholomew moved to approve Consent Items with the exception of items D.3.3., D.4.4., and D.4.5., which were pulled for separate consideration.

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

D.3.3. Approval of Performance Auditor Anthony Fulton/AF Consultants for Contract Services and Audit Reporting Services for the Independent Citizens' Oversight Committee Capital Improvement Program (Pulled for separate consideration with amended contract amount of \$13,250)

Member Ryan moved to approved Consent Item with the amended contract amount of \$13,250.

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

D.4.4. Approval to Submit Early Mental Health Initiative Grant for the Primary Intervention Program (PIP) for Carlton Hills and Carlton Oaks Schools (*Pulled by Member Ryan for separate*

consideration.) Member Ryan said some employees funded by grants were recently laid off. She wishes to assure that if we are granted these funds we will hire some of those people back. Emily Andrade said that was the intention of the grant, if funded. Member Ryan moved to approve submission of the grant.

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

D.4.5. Approval of the 2009-10 Proposed Instructional Schedules (Pulled by Member Ryan for separate consideration.) Member Ryan asked why many schools indicate full day Kindergarten but have different instructional minutes. Emily Andrade said there is a variation in instructional minutes at schools. As long as the Kindergarten meets the minimum required instructional minutes of 1st thru 3rd grade, it is called full day. Member Ryan expressed concern with the wide variation in the total number of instructional minutes at schools and asked if Chet F. Harritt was actually full day Kindergarten. Mrs. Andrade said the Chet F. Harritt Kindergarten is full day and students attend the most instructional minutes of any school. Member Ryan also said it appeared that Carlton Hills reduced their instructional minutes. Mrs. Andrade explained Carlton Hills added an afternoon recess into the Kindergarten day. Carlton Oaks had full day Kindergarten last year but have decreased to extended day for next year. Member Ryan commended the schools that go over and above the minimum required instructional minutes. Member Ryan moved to approve the 2009-10 proposed instruction schedules.

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

F. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Approval of Proposal to Install Santee-Lakeside Rotary Safety Signs

Dr. Johnson reported that Ron Durrett, from the Santee Lakeside Rotary Club, has requested the District consider installing safety signs provided by the Rotary Club. The signs provide a "drive safely" message and have the Rotary insignia. The Rotary provides the hardware and the signs, and will do the installation if the District desires at sites selected by the District.

Member Burns supports this project because it is provided by a service organization that is helping to protect out students. Member Ryan suggested checking with the City of Santee for placement and installation criteria before installing the signs and have conversations with the school sites about the installation locations.

Member Burns moved to have the District work with the Santee-Lakeside Rotary Club to install safety signs at appropriate locations at each of our schools after administration has a discussion with the City of Santee and the school principals about location and installation of the signs.

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

1.2. Reading Committee Update

Dr. Johnson introduced Directors Kristin Baranski and Stephanie Pierce, the chairs of the Reading Committee, to share the outcomes of the committee to date. She shared that while the posted recommendation is to approve this plan tonight as it is a vital plan, it might be helpful to approve the direction of the plan and wait to approve the budget in light of the State budget crisis.

Mrs. Baranski shared the charge of the Reading Committee, to analyze best practices in reading instruction and to develop systematic approaches to improve the achievement of students who struggle to read. The outcomes of the Committee include a vision for literacy, a Literacy Plan, professional development, and supplemental curriculum materials. She provided Board members with a copy of the Literacy Plan developed by the Committee. The plan contains effective instructional strategies, methods of assessment, curricular programs, and learning protocols.

Mrs. Pierce shared an example from the Literacy Plan: Fluency Automaticity. The fluency domain included the definition, instructional strategies, instructional time, assessment, interventions, and a learning protocol.

Administration will be visiting every school sharing the Literacy Plan A multi-year professional development plan is being developed and will be implemented at every school. Mrs. Baranski and Mrs.

Pierce would like to continue working with a subcommittee of the Language Arts Specialists to work on assessments, intervention materials, and development of a writing domain in the Literacy Plan. Stephanie Pierce proposed that the LAS teachers be trained to have a coaching role. This was learned when Lis, Stephanie, Lisa and Dustin attended the NSDC conference. Coaches assist the regular classroom teacher in supporting improved instructional strategies for struggling readers."

The resources required to implement the plan include release time for trainers and trainees (\$65,000), professional reading materials (\$5,500), Stieglitz IRI for grade 4-8 (\$5,500) and interventions materials for each school site (\$40,000), for a total of \$116,000.

Member Carlisle thanked the committee for their hard work and effort to develop the Literacy Plan. This type of plan can capture students before they develop a dislike of reading. Member Carlisle said the District needs to make this happen and he hopes the momentum continues. Member Ryan believes the District has the money, based on the monthly financial report, and should do the whole plan because everything centers around reading. She asked if the committee would provide a recommendation of how long we let students struggle before we intervene. Mrs. Pierce said there is a 6-week window to make judgments and collect data on a student's reading. There is a research-based program that the committee would like to see replace the core curriculum in the future to be able to provide extensive intervention instruction. There also needs to be a Distinct recommended amount of program time dedicated for specific interventions

Member Burns said this is very important and he is excited to see the Language Arts Specialist in a specific role and providing schools with a go-to person who will be a trained expert for teacher support.

Member El-Hajj supports the recommendations and expenditure. She asked, since we are potentially facing program improvement, if that would change the District's options for curriculum and how that would impact this program. Stephanie Pierce said if that were to occur, the State would require more frequent assessment than we require but the components of the Plan are fully under that umbrella. Member El-Hajj said she would like to see that these funds are set aside, even if not spent at this time, and be available for later, to eliminate the sense of urgency to spend it to not lose it.

Member Bartholomew asked if this was a phased implementation and if at the end of 3 years all the training would be complete and the materials provided to teachers. Mrs. Baranski said the training would fall about the same time as a new Language Arts adoption and teachers would be able to pilot it through that lens. Member Bartholomew said teachers need to have the materials that are required to implement the program.

Member Ryan moved to approve the District Literacy Plan, a multi-year professional development plan, and continuation of the work of the subcommittee, with the costs of the program to be considered in the context of the whole budget.

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

1.3. Custodial Services Update

Dr. Johnson reported that in December 2008 Bill Clark and Cathy Abel presented concepts for efficiency through a study of custodial services. Cathy Abel shared she has been working with the custodians addressing their concerns and equipment needs. With new buildings, administration has learned that there are new cleaning supplies and equipment that are needed to keep the new buildings in good shape. The discussion of restructuring for the "crew" concept has been put on hold at this time and will be reviewed by the new Director of Maintenance and Operations.

Mrs. Abel shared she has met with the custodians, who have a big job to do, and shared new cleaning chemicals. The "green" cleaners were not working well so they switched to better cleaning products. The new carpet requires a full suction vacuum that does not have a beater bar. This type of vacuum is recommended by the carpet manufacturer and Mrs. Abel is weighing what they recommend to what the custodians recommend and desire. The custodians do not prefer the backpack vacuums but because they were recommended by the carpet manufacturer, 9 were purchased and the custodians have been trying them. The District has also purchased 4 carpet extractors. On Thursday, May 7, the custodians will be receiving carpet care training.

At this time, Mrs. Abel said, the District should maybe not consider cutting back on custodians to help the schools continue to look nice. She does support moving toward the crew concept for the night custodial cleaning.

Ernesto Gutierrez Jr., a Custodian II, shared his concerns with the crew concept that is being investigated.

Celia Beckwith, a Custodian II, said the backpack vacuums don't fit correctly and fill up too quickly. One new vacuum broke about 2 weeks ago. She said the custodians would also like to have more choices in cleaning products.

President El-Hajj asked Mrs. Abel to respond to the comments about the back pack vacuum. Mrs. Abel said there are smaller backpack vacuums if needed.

Member Burns asked if the District could offer different types of vacuums for the custodians to use. Mrs. Abel said she would like to have both types at each site. She can see a great benefit using the backpack vacuums in the 2 story buildings instead of the canisters but we may not have the budget to do this.

President El-Hajj asked Mrs. Abel about the crew concept. Mrs. Abel supports moving to the crew concept for efficiency and believes that it would eliminate the custodians from spending their time doing a lot of things at schools that are not part of cleaning.

Dr. Johnson said the crew concept was recommended but is not certain it is the best way. There is more study that needs to be done before a decision is made and that in this item we have not requested that the board discuss or approve the crew concept. When a new Director of Maintenance & Operations is hired, they will be asked to review the crew concept.

Mrs. Abel said the equipment order was based on the team concept but more can be ordered if the team concept is not implemented.

Member Bartholomew supports the purchase of needed new equipment. He asked why there is not a larger selection of the cleaning chemicals. Mrs. Abel said she is working exclusively with one distributor because you get a better price doing this as opposed to working with multiple vendors. She said Ms. Beckwith desires products from other distributors. President El-Hajj asked if there is a reason to use only one distributor. Mrs. Abel said a she is trying to save money, as directed by Mr. Clark, and it is a cost savings to the District to use one distributor.

Member Bartholomew said the custodial study is an efficiency study and an efficiency audit should be conducted by someone with expertise in the field. Dr. Johnson said the efficiency study has not been done because we found the custodians needed other help first. The new buildings have brought new issues to be addressed. Procedures also need to be developed for teachers to assist the custodians by having their rooms ready for cleaning. There are a lot of things that need to be addressed in tandem with an efficiency study is conducted. The Board requested that administration review the issues before the Board this evening with or without a crew concept restructuring.

Member Bartholomew asked if there are firms that can provide an efficiency audit. Dr. Johnson said there are a number of firms that can do that. She recommends a study and a decision on restructuring should wait until a new Director of Maintenance & Operations is hired.

Member Ryan said, from her perspective, if a single vendor saves money, it may save jobs, and she supports that.

Member Carlisle thanked the night custodians for the work they do for kids. All Board members concurred. President El-Hajj said the Board wishes to make things better for the custodians while assuring the schools are cleaned appropriately and efficiently.

Member Carlisle moved to approve the training continues to take place and equipment be ordered prior to developing a start date schedule for the team concept and making a decision about restructuring.

Motion: Carlisle Second: Bartholomew Vote: 5-0

2.1. Approval of Monthly Financial Report

Member Ryan said the reserve is still in tack and believes the money for the reading recommendations may be there. Member Bartholomew moved to approve the Monthly Financial Report.

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

2.2. Issuance and Sale of 2009 General Obligation Bond Anticipation Notes of the Santee School District; Authorizing Execution of Documents and Taking Related Actions

Dr. Johnson said this item was placed in the Board agenda as a placeholder and an opportunity for her to update the Board on the progress toward securing the Bond Anticipation Note. Dr. Johnson said administration is progressing positively and has a phone conference with the County Office of Education and the District's finance team this week. She projects a request for approval will come to the Board on May 19th. If this money is not available to the District and we cannot get financing for the BAN, Phase II work must not begin. Administration is working vigilantly to make it happen.

3.1. Relocation of the Santee Success Program

Emily Andrade shared the need to relocate the Santee Success Program (SSP) next year. She provided relocation options and administration's recommended relocation of Option 1, to the Annex building on the corner of Magnolia and El Nopal. Photographs of the current facility and the recommended facility were presented. The cost to move the SSP to the Annex would be approximately \$2,000 and would provide greater classroom and meeting room space, separate restrooms for boys, girls and teachers, a larger playing area, and facilities for small group instruction and/or counseling.

Member Ryan asked if the classes will be on the side the EAK program was previously held. Mrs. Andrade said yes, and the rooms housed temporary classrooms during modernization. Member Ryan said there needs to be a fence that separates the SSP from the alternative school and asked about separation inside the building. Mrs. Andrade said when she visited she made sure the doors between the classes are secure. Member Burns has visited the SSP a number of times and the building and the playground are not the best for these students. The students need to be put into an environment that seems like a school setting. He is concerned there are many areas students can go without supervision. He suggested the fence that separates Cajon Park School and the Annex should have privacy slats installed. He does believe that having the Alternative School staff nearby in the event of an emergency would be helpful.

Member Carlisle emphasized the need to keep the SSP students separated from the Cajon Park School students and the students at the Alternative School. Member Carlisle asked if the Alternative School staff is comfortable with this recommendation. Mrs. Andrade said the Alternative School staff are aware and have not expressed any concern. Member Carlisle said it sounds like a great plan.

Member Burns moved to approve the implementation of Option I, moving the Santee Success Program to the north side of the annex facility, with up to \$5,000 in expenses for fencing and slats.

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

G. BOARD POLICIES AND BYLAWS

1.1. First Reading: Revised Board Policy #5132 Dress and Grooming

Revised Board Policy #5132, Dress and Grooming was presented for a first reading. No action was taken and the policy will return for a second reading and approval on May 19th.

1.2. First Reading: New and Revised Board Policies: BP 3280 – Sale, Lease, Rental of District-Owned Real Property; BP 3541.2 – Transportation for Students with Disabilities; BP 7123 – School Size

Board Policies 3280; 3541.2; and 7123 were presented to the Board of Education for a first reading. Member Ryan said these policies were brought to the Board for specific review before sending to CSBA with all of the business policies for inclusion in the new policy book. School size is especially in the forefront in the event of declining enrollment. She asked the Board members to review these policies and inform administration if there are any concerns. These policies will return to the Board on May 19, 2009 for a second reading and request for approval.

2.1. Second Reading: New Board Policy 6130 Professional Development and Revised Board Policies BP 2201 Administrative Responsibilities and BP 9240 Board Development

Brad Hunt, Chief Job Steward from CSEA, spoke about BP 6130 asking if Board Policy allows for non-instructional classified staff to be provided professional development opportunities. Dr. Johnson explained this policy is under the instructional category of the policies and specifically addresses certificated and classified instructional staff. She believes there is a policy in place addressing professional development for classified employees. Member Burns moved to approve the new Board Policy 6130 and revised Board Policies 2201 and 9240 and requested administration provide the policies for non-instructional staff to Brad Hunt.

Motion: Burns Second: Ryan Vote: 5-0

2.2. Second Reading: New Board Policy #6020 Parent Involvement

Member Burns moved to adopt new Board Policy #6020, Parent Involvement.

Motion: Burns Second: Carlisle Vote: 5-0

2.3. Second Reading: New and Revised Board Policies-Series 4000 (Personnel)

Member Burns moved to adopt the new Board Policies and approve the revisions to existing Board Policies in the 4000 series, Personnel.

Motion: Burns Second: Carlisle Vote: 5-0

H. BOARD COMMUNICATION

Member Burns reported he visited the Santee Success Program students and tries to stop in there frequently. He shared that earlier that morning he had an interesting conversation with a community member about their perception of spending general fund dollars on this program. Member Ryan said she periodically stops in because the Board tells the students they will be checking on them. She asked Mrs. Andrade if teacher reports are being provided and she would like to receive the reports. She also recommended administration ask the teacher periodically how it is going to allow the teacher an opportunity to update administration about any current concerns.

Member Bartholomew reported he will attend the May 12 special meeting via video or telephone.

President El-Hajj reported that Mr. Sanchez from the Union Tribune called her with questions about proceeding with the bridge funding and the selection of a new Assistant Superintendent of Business Services.

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

The Board entered closed session at 9:15 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:20 p.m. No action was reported.

K. ADJOURNMENT

The May 5, 2009 regular meeting adjourned at 10:20 p.m.

Barbara Ryan, Clerk

Lisbeth A. Johnson, Ed.D., Secretary

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

March 14, 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 9:00 a.m.
Members present:
 Dianne El-Hajj, President
 Dustin Burns, Vice President
 Barbara Ryan, Clerk
 Dan Bartholomew, Member
Staff present:
 Christina Becker, Director of Modernization

B. PUBLIC COMMUNICATION

There were no comments from members of the public.

C. SCHOOL SITE CONSTRUCTION TOURS OF PHASE I SCHOOLS

The Board of Education visited the Phase I Schools (Rio Seco, Carlton Hills, Carlton Oaks and Sycamore Canyon) to see the current status of modernization and construction.

D. ADJOURNMENT

The March 14, 2009 special meeting was adjourned.

Barbara Ryan, Clerk

Lisbeth A. Johnson, Ed.D, Secretary

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

May 12, 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 9:00 a.m.
Members present:
 Dianne El-Hajj, President
 Dustin Burns, Vice President
 Barbara Ryan, Clerk
 Dan Bartholomew, Member (Attended by video conference.)
Staff present:
 Dr. Lisbeth Johnson, Superintendent and Secretary to the Board
 Dr. Pat Shaw, Incoming Superintendent
 Emily Andrade, Assistant Superintendent, Educational Services
 Minnie Malin, Director, Human Resources

B. PUBLIC COMMUNICATION

There were no comments from members of the public.

C. CLOSED SESSION

The Board met in closed session to discuss the following:

Public Employment Matters (Govt. Code § 54957)
Public Employment-Assistant Superintendent Business Service

D. RECONVENE TO OPEN SESSION AND ADJOURNMENT

The Board reconvened to public session. No action was reported.

The May 12, 2009 special meeting was adjourned at 10:30 p.m.

Consent Item D.1.2.

Approval of Employment Agreement Between the Santee School District and the Assistant Superintendent, Business Services

Prepared by Dr. Lis Johnson
May 19, 2009

BACKGROUND:

The Governing Board recognizes the importance of attracting and retaining qualified administrative and supervisory personnel to help the district achieve its goals. To that end, the Board may wish to employ senior management of the classified staff on a contract basis. This is an acceptable practice in California Education Code.

(Education Code 35031, 44929.20) The Board may offer a deputy, associate, or assistant superintendent, or any other person holding a position requiring a supervision or administrative credential, a continuing contract for a period longer than one year but not to exceed four years.

Administration has prepared a two-year employment agreement between the Santee School District and the new Assistant Superintendent of Business Services.

RECOMMENDATION:

Administration recommends that the Board approve a two-year employment agreement between the Santee School District and the Assistant Superintendent of Business Services, effective June 1, 2009 through June 30, 2011.

FISCAL IMPACT:

The fiscal impact of hiring a district Chief Business Officer is \$136,367. The District has realized a saving of approximately \$5,000 during the vacancy period of this position.

STUDENT ACHIEVEMENT IMPACT:

Attracting and retaining qualified administrative and supervisory personnel helps the district achieve its student achievement goals.

Motion:		Second:		Vote:		Agenda Item D.1.2.
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Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

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 Fall 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 as follows:

1. Requests for travel which do not require air travel and/or an overnight stay and which are not out of the State have been approved by the immediate administrative supervisor.
2. All requests for travel which require air travel, and/or an overnight stay and/or are out of the State shall be approved by the Executive Council or Superintendent and submitted to the Board of Education for approval **prior** to the travel date.
3. A Travel Reimbursement Claim, E-Form 64-551 must be completed and submitted to Business Services for all travel with travel receipts attached. **Receipts are required for registration fees, lodging, transportation, and parking.** Receipts for meals are not required as a per diem is provided for such expenses. Form 64-551 is to be returned to Business Services within ten (10) working days after returning from travel. Claims not filed within ten (10) working days will be processed on a case by case basis but not passed thirty (30) days after returning from travel.
4. If travel expenses incurred for requests for air travel and/or an overnight stay and/or are out of the State exceed the original Board approved amount by \$50.00 or 10%, whichever is higher, the additional expenses will be resubmitted to Executive Council and the Board of Education for approval prior to reimbursement.

A list of travel and professional staff events that have been approved by the immediate administrative supervisor will be presented for the Board's review and ratification on a monthly basis at the second Board meeting of each month. 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:

Administration recommends that the Board of Education approve the Travel Report for personnel requesting air travel, overnight travel, and/or out of state travel as listed on the attached schedule. Included on the report is administrative-approved travel within the County is provided for the Board's information.

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 \$1,143, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item D.2.1.

Board Travel Report - May 19, 2009									
Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel	
Friday,	05/22/09	Andrea Broding	PD	Connecting for Success	San Diego	\$0	\$45	School/Library Improvement	This workshop is hosted by SDCOE and will focus on instructional strategies to obtain achievement for all students.
Travel Requests (overnight, out-of-State, and/or air travel) Submitted for Board Approval									
Tuesday,	05/19/09	Christina Becker	Facilities	Office of Public School Construction - Santee School District Facility Hardship Appeal	Sacramento	\$0	\$345	Facilities Modernization	Ms. Becker will attend this meeting with the Office of Public School Construction to discuss the District's Facility Hardship application appeal and the related three 10-classroom additions.
Wed-Thurs,	07/01/09 - 07/02/09	Jennifer Meier	Rio Seco	USC Summer Gifted Institute 2009	Irvine	\$0	\$793	GATE	This two-day institute will provide opportunities to observe master teachers of the gifted in authentic classroom settings.

Consent Item D.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Dr. Lisbeth A. Johnson
 May 19, 2009

BACKGROUND:

Warrants issued by the District are required by law to be approved or ratified by the Board of Education. A detailed listing of the commercial warrants shown below will be available at the Board meeting.

Commercial Warrants issued for the period of April 2009:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-618672 TO 12-629679	\$282,011.65
09 00	N/A	\$0.00
12 06	12-620414 TO 12-625219	\$168.34
13 00	12-618704 TO 12-629681	\$63,484.97
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39	12-618725 TO 12-629682	\$3,127,675.63
25 18	12-620416 TO 12-628708	\$101,618.75
25 38	12-620420	\$52,767.40
30 00	12-622286 TO 12-628709	\$801.02
		\$3,628,527.76

Student Body Warrants issued for the period of April 2009:

\$4,957.94

Payroll Warrant #'s beginning 10-553968 through 10-554716 and 10-708866 through 10-709053:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,869,216.97
06 00	\$1,036,133.25
12 06	\$20,761.39
13 00	\$61,221.46
25-18	\$0.00
63 00	\$121,784.91
\$4,109,117.98	

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$7,742,603.68 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

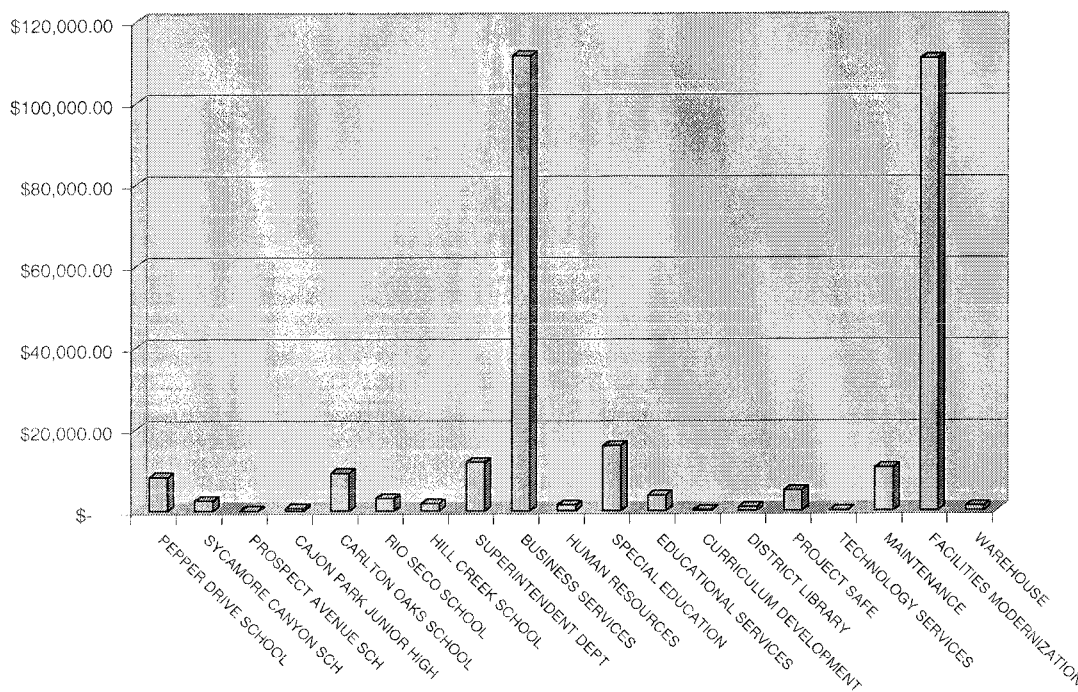
Vote:

Agenda Item D.2.2.

BACKGROUND:

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

PURCHASE ORDER REPORT
 April 2009



The Facilities Modernization purchase orders include a payment of \$66,361 to SDGE for Phase 2 electrical service work.

The Business Services purchase orders include payments to Falcon Waterfree Technologies in the amount of \$52,767.40 and to California Center for Sustainable Energy in the amount of \$48,100.00.

RECOMMENDATION:

Administration recommends approval of purchase orders #081546 through #081624 issued April 1, 2009 through April 30, 2009.

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 of \$298,693.63 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item D.2.3.

PURCHASE ORDER EXCEEDED BY 10%
FROM 4/01/09 THROUGH 4/30/09

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
080052	7/9/2008	25-18	AMERICAN FENCE CO. TEMPORARY FENCING	009 001	ORIGINAL AMOUNT OF ANNUAL INCREASED ANNUAL AMOUNT	\$2,116.80 \$950.00
					NEW TOTAL	\$3,066.80
080079	7/11/2008	06-00	UNIFIRST CORPORATION UNIFORMS & SHOP TOWELS	076	ORIGINAL AMOUNT OF ANNUAL INCREASED ANNUAL AMOUNT	\$2,300.00 \$720.00
						\$3,020.00
080141	7/17/2008	03-00	COUNTY-PROPANE ON-SITE RESIDENCE-SANTEEE SCH.	097	ORIGINAL AMOUNT OF ANNUAL INCREASED ANNUAL AMOUNT	\$1,000.00 \$255.88
						\$1,255.88
080175	7/21/2008	25-18	CAPITOL PUBLIC FINANCE SOLAR & DEBT FINANCING	097	ORIGINAL AMOUNT OF ANNUAL INCREASED ANNUAL AMOUNT	\$10,000.00 \$20,000.00
						\$30,000.00
080814	10/22/2008	21-39	SO. CAL. HERS RATERS HERS DUCT TESTING FOR MOD.	003/004 006/008	ORIGINAL AMOUNT OF ANNUAL INCREASED ANNUAL AMOUNT	\$25,670.00 \$3,085.00
						\$28,755.00
081483	3/19/2009	03-00	WOLVERINE SPORTS SPORTS EQUIP.-BILLED TO PTSA	010	ORIGINAL AMOUNT OF PO OVER 10%	\$342.65 \$50.88
						\$393.53

Consent Item D.2.4. Approval/Ratification of Revolving Cash Report
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

BACKGROUND:

The Revolving Cash Fund of \$5,000 is used to pay bills which amount to \$200 or less. The process results in prompt payment to vendors and saves costs of 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 #21744 through #21747 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 \$654.00 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.2.4.

**SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT - \$5,000**

Date	Number	Name	Memo	Amount
04/29/09	21744	Voided Check		
04/29/09	21745	SWRCB Fees	Storm Water Construction Permit- CFH	\$404.00
05/01/09	21746	Von's	Lorene Foster Children's Fund	\$150.00
05/01/09	21747	Wai-Mart	Lorene Foster Children's Fund	\$100.00

Total Checks Written

\$654.00

Total to be Reimbursed

\$654.00

Consent Item D.2.5. Acceptance of Donations
 Prepared by Dr. Lisbeth A. Johnson
 May 19, 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>
Funds for P.E. Equipment	\$1,300.00	Prospect Avenue PTA (jog-a-thon)	Prospect Avenue School
Materials and Construction of Two Offices in the District Office for Gratis	\$5,333.00	Barnhart – <i>a Heery International Company</i> Subcontractors who contributed towards this endeavor: Brady Company Simmons & Wood Painting Institutional Cabinets and Millwork Baker Electric	District Business Office
TOTAL DONATIONS RECEIVED	\$6,633.00		

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 \$6,633.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item D.2.5.

BACKGROUND:

Each year the District offers to parents a medical insurance plan for students. This plan is voluntary and is generally used by parents who do not have insurance plans that cover their children.

RECOMMENDATION:

Administration recommends approval of offering student accident insurance for the 2009-10 school year, available from Guarantee Trust Life Insurance Company through Pacific Educators, Inc. Insurance Services. The premiums listed below have not changed from last year's premiums.

RATE SCHEDULE

	Standard Benefit Option	High Benefit Option
School Time Coverage	\$10.00	\$23.00
24-Hour Coverage	\$70.00	\$150.00

Administration also recommends that Pacific Educators, Inc. serve as the servicing broker. This broker handles all claims and referrals from parents of students who are involved in injuries.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The District does not pay any of the premiums for this coverage.

STUDENT ACHIEVEMENT IMPACT:

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

						Agenda Item D.2.6.
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Consent Item D.2.8.
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

Adoption of Resolution No. 0809-52 Amending
and Supplementing Resolution No. 0809-44
Relating to Reimbursement of Expenditures Using
Proceeds of Issued Debt and

BACKGROUND:

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

As previously discussed with the Board, the District has previously issued several series of general obligation bonds based on the foregoing bond election. The District currently proposes to issue general obligation bond anticipation notes ("Notes") in order to provide funds for the District's facilities projects authorized under Proposition R. Prior to the time that the proceedings for the issuance and sale of the Notes are completed, and the proceeds of such Notes are available for expenditure on the authorized projects, the District staff anticipates that the District will be required expend some funds for certain of those authorized projects from its General Fund and/or from other District funds or accounts, to include various school facilities costs.

District Bond Counsel (Bowie, Arneson, Wiles & Giannone) advised that in order to satisfy federal tax requirements (and maintain the tax exempt status of the District's Series A Notes) certain actions are necessary where the District may desire to reimburse specified funds for capital expenditures made from the District's General Fund, or other funds or accounts, prior to the time that the funds from Notes become available. Capital expenditures incurred on any project which will be funded through the Notes, up to 60 days prior to the adoption of the reimbursement resolution (as may be amended) and thereafter prior to the sale and delivery of the Notes, may be reimbursed with proceeds of such Notes under the authority of such resolution (as amended).

District Bond Counsel recommended that since the District anticipates that it may be required to use proceeds of such Notes to reimburse the District's General Fund, or other District funds, for capital expenditures for the currently planned projects that the District's Board of Education adopt a reimbursement resolution. This resolution (Resolution No. 0809-44) was adopted by the Board on May 5, 2009. Based on further review of the proposed expenditures for the District's on-going and expected projects, staff is recommending that Resolution No. 0809-44 be supplemented to allow additional project expenditures to be added to the description contained in Resolution No. 0809-44. The District staff will continue to comply with the documentation requirements of the Original Expenditure Memorandum form which was attached to Resolution 0809-44 as Exhibit "B."

RECOMMENDATION:

If the Board desires to retain the ability to reimburse the District's General Fund, or other District funds, for the expenditure of funds for facilities projects which may be funded with Note proceeds, prior to the issuance and sale of the Notes, it is recommended that the Board adopt Resolution No. 0809-52.

This recommendation supports the following goals:

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

FISCAL IMPACT:

Based upon the current facilities and finance plans of the District, and subject to the limitations of State law, the Board is considering to issue and sell not to exceed \$18,905,728.70 of 2009 General Obligation Bond Anticipation Notes of the Santee School District ("2009 Notes") from the unissued portion of Proposition R funds at this time. The maximum reimbursement allowed with the adoption of Resolution No. 0809-52 is \$7,000,000 relating to the issuance of the 2009 Notes.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item D.2.8.

RESOLUTION NO. 0809-52

RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTEE SCHOOL DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION NO. 0809-44 RELATING TO REIMBURSEMENT OF EXPENDITURES USING PROCEEDS OF ISSUED DEBT AND SECURITIES

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

WHEREAS, pursuant to the requirements of federal law, the Board of Education of the School District (“District Board”) previously adopted Resolution No. 0809-44 on May 5, 2009 (“Resolution No. 0809-44”), providing certain findings and directives relative to the reimbursement of expenditures using proceeds from issued debt and securities, which Resolution No. 0809-44 is incorporated herein by this reference; and

WHEREAS, the District Board desires to amend and supplement Resolution No. 0809-44 as described herein; and

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

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

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

Section 2. Amendment.

(a) The District Board finds that the current progress of work and expenditures for the capital projects stated in the Proposition R Bond Authorization and as identified in Resolution No. 0809-44 require that Resolution No. 0809-44 be amended to reflect such progress, facilities description and expenditures and to update the intention of the District to reimburse such funds from the proceeds of bonds and issued securities.

(b) Section 2 of Resolution No. 0809-44 is hereby amended to read as follows:

“The reasonably expected maximum principal amount of the Notes to be executed and delivered to fund the Project is \$18,905,728.70, and the reasonably expected maximum principal amount of the portion of the Notes to be issued which may be used to reimburse the Original Expenditures made with respect to the Project is Seven Million Dollars (\$7,000,000).”

- (c) Exhibit "B" to Resolution No. 0809-44 is amended to conform to the figures stated above.
- (d) Exhibit "A" to Resolution No. 0809-44 is amended to conform to Exhibit "A," attached hereto and incorporated herein by this reference.

Section 3. No Further Amendment. Except as expressly provided for herein, the findings, directives and determinations set forth in Resolution No. 0809-44 shall not be otherwise amended or revised and shall be effective from the date of adoption of Resolution No. 0809-44.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption by the District Board.

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

**BOARD OF EDUCATION OF THE SANTEE
SCHOOL DISTRICT:**

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

ATTEST:

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

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Education of the Santee School
District

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

I, Barbara L. Ryan, Clerk of the Board of Education of the Santee School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 0809-52 of such Board and that the same has not been amended or repealed.

Dated this 19th day of May, 2009.

Clerk, Board of Education of the Santee School
District

EXHIBIT "A"

AMENDED DESCRIPTION OF PROJECTS

The District expects to reimburse expenditures for school facilities and facilities costs, which will depend on the total funds available for such school facilities, timing of facilities and infrastructure projects and related events and conditions, which are generally described as follows:

- Planning, design, preconstruction work, site preparation, mobilization, construction, acquisition, installation and completion for or related to the following projects:
 1. **Chet F. Harritt School** – Initial Site Planning, Athletic Field Projects, Facilities Modernization Projects and Classroom and Expansion Projects.
 2. **Prospect Avenue School** – Initial Site Planning/Preparation, Development for Facilities Projects, Facilities Modernization Projects and Classroom and Expansion Projects.
 3. **Hill Creek School** - Initial Site Planning/Preparation, Development for Facilities Projects, Facilities Modernization Projects and Classroom and Expansion Projects.
 4. **Pepper Drive School** – Initial Site Planning/Preparation, Facilities Modernization Projects and Classroom and Expansion Projects.
 5. **Carlton Hills School** - Site Preparation for Facilities Projects, Facilities Modernization Projects and Classroom and Expansion Projects.
 6. **Carlton Oaks School** - Site Preparation for Facilities Projects, Facilities Modernization Projects and Classroom and Expansion Projects.
 7. **Cajon Park School** - Site Preparation for Facilities Projects, Facilities Modernization Projects and Classroom and Expansion Projects.
 8. **Rio Seco School** - Site Preparation for Facilities Projects, Facilities Modernization Projects and Classroom and Expansion Projects.

Specific expenditures shall be identified in each Original Expenditure Memorandum.

BACKGROUND:

Lennar (Developer) is constructing the Sky Ranch project located near Pepper Drive School. The Developer is requesting authorization to install a storm water drainage system on District property located on the Pepper Drive School site.

The installation requires the District to grant a temporary construction easement. The easement extends along the back of Pepper Drive School behind the north fence on school property. The proposed easement does not impact existing buildings or facilities considered in the District's Modernization Capital Improvement Program plan.

In consideration for granting the easement, the Developer agrees to install and maintain the storm water improvements at no cost to the District. The Developer agrees to complete a Memorandum of Understanding following direction from the Board of Education. The Developer would like to have the contract executed during the next two weeks so that improvements may be done in July 2009.

RECOMMENDATION:

It is recommended that the Board of Education grant the proposed temporary construction easement and accept the related improvements.

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:

In consideration for granting the easement, the Developer agrees to install and maintain the storm water improvements at no fiscal impact to the District.

STUDENT ACHIEVEMENT IMPACT:

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), dated for reference purposes as of May 19, 2009, is made by and between SANTEE SCHOOL DISTRICT, a California public school district (“School District”), and MS RIALTO SKY RANCH, LLC, a Delaware limited liability company (“MSR”), with reference to the following:

RECITALS

A. The School District owns that certain real property in the City of El Cajon, County of San Diego, California (“**School District Property**”).

B. MSR owns and is developing that certain real property in the City of Santee, County of San Diego, California (“**MSR Property**”), as a residential development project commonly referred to as “**Sky Ranch**”.

C. MSR desires to acquire from the School District an easement over a portion of the School District Property for purposes of constructing and installing a brow ditch for the mutual benefit of the MSR Property and the School District Property.

D. The parties are intending to enter into an agreement or agreements to memorialize the grant of a temporary easement by the School District in exchange for the performance of the works of improvement by MSR.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. PURPOSE. The purpose of this MOU is to provide an outline of some of the major elements and the basic concepts to be incorporated in a definitive written agreement or agreements to be entered into by the parties in connection with the subject matter of this MOU. However, the fact that an element, concept or other matter is not addressed in this MOU is not intended to eliminate it as an element, concept or matter to be included in any negotiations or agreements that will ultimately result.

2. BROW DITCH EASEMENT.

(a) Description of Easement. Subject to covenants contained in Section 3 below, the School District will grant and dedicate an easement for the brow ditch that will serve both the MSR Property and the School District Property (“Easement”).

(b) Form of Easement Deed or Agreement. The form of the easement deed or agreement establishing the Easement shall be in a form acceptable to MSR. Under the terms of such easement deed or agreement, MSR shall have the right to construct and install the brow ditch and pipes in the approximate location shown on **Exhibit A** attached hereto and shall have any incidental rights of access over, under, upon and across the School District Property to accomplish the foregoing purposes.

3. WORKS OF IMPROVEMENTS.

(a) Scope of Improvements. In consideration for the School District's grant and dedication of the Easement pursuant to Section 2 above, MSR agrees to construct and install certain works of improvement, which will include a brow ditch and pipes to divert existing and historical drainage flows away from the Pepper Drive Elementary School parking lot. The improvements are more particularly described on **Exhibit B** attached hereto. The School District and MSR desire for these improvements to be installed and completed prior to the start of the school year in September 2009.

(b) Costs of Improvements. The parties agree that the construction costs for the Improvements will be paid for by MSR.

4. GOOD FAITH. The School District and MSR agree that they will negotiate in good faith and fair dealing with each other in entering into a definitive written agreement or agreements in connection with the subject matter of this MOU.

5. GENERAL PROVISIONS

(a) Amendments. Any modifications or amendments to this MOU must be in writing and signed by the parties.

(b) Assignment. The parties may not assign this MOU or the rights and obligations hereunder without the specific written consent of the other party.

(c) Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this MOU.

(d) Authority. The parties warrant that the persons signing this MOU have the authority to bind their respective entities.

(e) Counterparts. This MOU may be executed in any number of counterparts via facsimile transmission, and each counterpart executed by any of the undersigned, together with all other counterparts so executed, shall constitute a single instrument and agreement of the parties.

(f) Entire Agreement. This MOU represents the entire understanding between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter hereof are merged into this MOU.

(g) Effective Date. This MOU shall become effective and legally binding upon the parties as of the date each party has signed and delivered to the other party such party's countersignature to this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date and year first above written.

DISTRICT:

SANTEE SCHOOL DISTRICT, a California public school district

By:
Its:

By:
Its:

MSR:

MS RIALTO SKY RANCH LLC, a Delaware limited liability company

By: Lennar Homes of California, Inc.
Its: Managing Member

EXHIBIT A

Approximate Location of Easement

EXHIBIT B

Description of Improvements

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

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

BACKGROUND:

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

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

09-026

AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

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

1. PROJECT DESCRIPTION

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

2. GENERAL SCOPE OF SERVICES

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

3. DESCRIPTION OF SERVICES

1. Preliminary Design Development Phase to include:

1.1. Site Investigation

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

1.2. Preliminary Landscape Plan

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

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

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

1.3. Meetings

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

1.4. Assumptions

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

2. Construction Document Phase:

2.1. Irrigation Plans

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

The following is a breakdown of scope by school:

Carlton Hills:

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

Sycamore Canyon:

Design separate mainline. Supply to be potable water.

Cajon Park:

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

Carlton Oaks:

Design separate mainline. Supply to be potable water.

Rio Seco

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

2.2. Specifications

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

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

2.6. Assumptions

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

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

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

3. Construction Administration and Observation Phase

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

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

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

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

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

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

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

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

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

4. LANDSCAPE BUDGET

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

5. SCOPE OF SERVICES EXCLUDES

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

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

6. TIME FOR PERFORMANCE

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

Preliminary Phase_____	Two months from the date that a signed agreement is received by the Architect.
Construction Documents_____	Two months from the date that a signed agreement is received by the Architect.
Construction Observation_____	To be determined

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

7. DESCRIPTION OF PAYMENTS AND SERVICE FEE

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

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

8. HOURLY RATES AND ADDITIONAL SERVICES

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

Landscape Architect	\$120.00
Clerical	\$35.00

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

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

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

9. ESCALATION DUE TO RESUMPTION OF SERVICES

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

10. REIMBURSABLE EXPENSES

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

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

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

11. PAYMENT

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

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

12. CLIENT'S RESPONSIBILITIES

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

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

13. PROJECT SUSPENSION , ABANDONMENT OR TERMINATION

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

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

14. OWNERSHIP OF AND CHANGES TO DOCUMENTS

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

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

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

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

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

15. ARBITRATION OF DISPUTES

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

16. SUCCESSORS AND ASSIGNEES

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

17. NON-WARRANTY

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

18. DISCLAIMER

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

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

19. LIABILITY

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

20. WAIVER

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

21. SEVERABILITY

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

22. COUNTERPARTS

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

23. APPLICABLE LAW

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

24. TERMINATION OF AGREEMENT

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

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

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

25. EXTENT OF AGREEMENT

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

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

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

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



By:

George Mercer, President
Landscape Architect #4055
George Mercer Associates, Inc.
A California Corporation
4730 Palm Avenue, Suite 210
La Mesa, CA 91941

5/12/09
(Date)

By:

(Signature)

(Date)

(Printed Name & Title)

Authorized Agent For: Santee School District

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

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

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

BACKGROUND:

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

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

PROPOSAL / CONTRACT

Date: May 13, 2009

Attention: Christina Becker, Director of Facilities

Regarding: Santee School District Plumbing Fixture and Capacity Charge Analysis

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

A. Scope of Analysis:

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

B. Plumbing Fixture and Capacity Charge Analysis Fee

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

C. Insurance Coverage

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

D. Reimbursable Expenses

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

E. Hourly Fee Schedule

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

F. Exclusions from Our Design Scope

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

Santee School District
9625 Cuyamaca Street
Santee, CA 92071

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



Christina Becker

David Merrick, P.E.
President

Date: _____

Date: May 13, 2009

BACKGROUND:

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item D.3.4.

barnhart, inc.

Thursday, April 02, 2009

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

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

Mr. Clark,

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

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

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

Please contact me to review and discuss at 858.231.3029.

Sincerely,



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

cc: Christina Becker
Stan Streit
Andres Dolson

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

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

Section 18. PAYMENTS TO BUILDER AND RETENTION

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

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

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

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

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

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

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

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

Section 19. CORRECTION OF WORK: WARRANTY

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

Section 20. ASSIGNMENT OF ANTI TRUST CLAIMS

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

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

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

BACKGROUND:

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item D.3.5.
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BACKGROUND:

In accordance with California Administrative Code, Title 5, Education Section 10, daily schedules for all schools are submitted for Board approval. Schedules have been reviewed and found to be in compliance with District minimum daily regular instructional minutes:

Kindergarten	240 minutes
Grades 1-3	290 minutes
Grades 4-6	315 minutes
Grades 7-8	330 minutes

The attached 2009-10 school schedules reflect adjustments that were approved on May 5, 2009, in Board item D.4.5. All school schedules approved tonight will be final and communicated to parents by June 12, 2009.

RECOMMENDATION:

Administration recommends approval of school schedules for the 2009-10 school year.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

There is no fiscal impact to the general fund.

STUDENT ACHIEVEMENT:

Sufficient instructional time is necessary to ensure that all students have the opportunity to receive a high quality education in a supportive environment.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

SANTEE SCHOOL DISTRICT
School Schedules
2009-2010

Cajon Park

(K only - 27 days: 9/8 thru 10/02/09,
10/4 & 12/2/09, 01/06, 02/03,
03/03, 04/14, 05/05 & 06/02/09)

Regular Schedule			Minimum Days		Modified Days	
<i>Grade</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>
K	8:00	1:40	8:00	11:45	8:00	12:00
1-3	8:00	1:45	8:00	11:45	N/A	N/A
4-6	8:00	2:10	8:00	11:45	N/A	N/A
7-8	8:00	2:10	8:00	11:30	N/A	N/A

Carlton Hills

Regular Schedule			Minimum Days		Modified Days	
<i>Grade</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>
K	7:50	1:35	7:50	12:05	N/A	N/A
1-3	7:50	1:35	7:50	12:05	N/A	N/A
4-6	7:50	2:00	7:50	12:05	N/A	N/A
7-8	7:50	2:11	7:50	12:05	N/A	N/A

Carlton Oaks

(35 Fridays)

Regular Schedule			Minimum Days		Modified Days	
<i>Grade</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>
K	8:32	1:35	8:32	12:35	8:32	12:35
1-3	8:32	2:35	8:32	12:35	8:32	12:35
4-6	8:32	3:05	8:32	12:35	8:32	12:35
7-8	8:32	3:10	8:32	12:40	8:32	12:40

Chet F. Harritt

(33 Wednesdays)

Regular Schedule			Minimum Days		Modified Days	
<i>Grade</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>
K	7:45	1:50	7:45	12:30	7:45	12:30
1-3	7:45	1:50	7:45	12:30	7:45	12:30
4-6	7:45	2:30	7:45	12:30	7:45	12:30
7-8	7:45	2:30	7:45	12:30	7:45	12:30

Hill Creek

Regular Schedule			Minimum Days		Modified Days	
<i>Grade</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>	<i>Start</i>	<i>End</i>
K	7:45	1:36	7:45	11:45	N/A	N/A
1-3	7:45	1:36	7:45	11:45	N/A	N/A
4-6	7:45	2:01	7:45	11:45	N/A	N/A
7-8	7:45	2:06	7:45	11:45	N/A	N/A

Pepper Drive

(K-3 only: 35 Fridays)

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
K	8:30	1:30	8:30	12:50	8:30	12:50
1-3	8:30	2:35	8:30	12:55	8:30	12:55
4-5	8:30	2:35	8:30	1:00	N/A	N/A
6-8	8:30	2:35	8:30	1:00	N/A	N/A

The PRIDE Academy at Prospect Avenue

(K only: 25 Wednesdays)
1-8: 28 Wednesdays)

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
K (Sept 8-Oct 2)	8:00	11:20	N/A	N/A	N/A	N/A
K (Oct 5 -June)	8:00	2:00	8:00	11:45	8:00	1:00
1-3	8:00	2:00	8:00	11:45	8:00	1:00
4-5	8:00	2:30	8:00	11:45	8:00	1:00
6-8	8:00	2:30	8:00	11:45	8:00	1:00

Rio Seco

(K only: 22 Wednesdays beginning 01/13/10)
(1-8: 32 Wednesdays beginning 09/30/09)

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
K (Sept. - Dec.)	8:30	12:00	N/A	N/A	N/A	N/A
K (Jan. - June)	8:30	2:00	8:30	12:45	8:30	12:45
1-3	8:30	2:35	8:30	12:45	8:30	12:45
4-6	8:30	3:05	8:30	12:45	8:30	12:45
7-8	8:30	3:05	8:30	12:45	8:30	12:45

Sycamore Canyon

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
K	8:40	2:00	8:40	12:15	N/A	N/A
1-3	8:40	2:20	8:40	12:30	N/A	N/A
4-6	8:40	2:45	8:40	12:30	N/A	N/A

Santee Success Program

Grade	Regular Schedule		Minimum Days		Modified Days	
	Start	End	Start	End	Start	End
5	8:30	3:00	8:30	1:00	N/A	N/A
6	8:30	3:00	8:30	1:00	N/A	N/A
7-8	8:30	3:00	8:30	1:00	N/A	N/A

Prepared by Emily Andrade
May 19, 2009

BACKGROUND:

Santee School District is required to submit an annual report to the California Department of Education for the State Preschool Program housed at Prospect Avenue School. The annual report is a self-evaluation process. In this self-evaluation, we determine areas of strength and need. We utilize the information gathered during our self-evaluation process to make program improvements for the following school year.

Each year the preschool director, site administrator, and classroom teachers use an Environmental Rating Scale for the program and the classroom teachers assess three- and four-year old students on numerous developmental aspects. We compile these findings along with findings in the Categorical Program Monitoring (CPM) process to submit an annual report of the program. The Annual Report of the State Preschool Program is attached for Board review.

RECOMMENDATION:

Administration recommends that the Board of Education approve the Annual Report of the State Preschool Program for the 2009-2010 school year.

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

FISCAL IMPACT:

The submission of the annual report allows Santee School District to maintain funding of approximately \$230,000 toward the quality State Preschool Program. There is no fiscal impact for submission of this report.

STUDENT ACHIEVEMENT IMPACT:

Annual self-evaluation continues to increase our capacity to improve student development for three- and four-year old children in the State Preschool Program.

Motion: _____ Second: _____ Vote: _____


Agenda Item D.4.2.

Child Development Division
 California Department of Education

CD 4000
 (Revised March 2009)

Agency Annual Report

By June 1st, complete and submit an Agency Annual Report for each **contract**, using the Categorical Program Monitoring/Contract Monitoring Review (CPM/CMR) Summary of Findings, the Environment Rating Scale Summary of Findings, and the Desired Results Program Action Plan.

Contractor's Legal Name Santee School District			
Vendor Number	956-00-2872	Contract Type	CPRE
Person Authorized to Sign Report		Kristin Baranski	
Telephone Number		619-258-2358	
Date Program Self-Evaluation Completed		May 11, 2009	
Number of Center-Based Sites Reviewed	1	Number of Family Child Care Homes Reviewed	NA
Describe the Annual Report Process (Note: This area expands as necessary) The evaluation process was a four-phase process. Phase 1 consisted of sending out surveys to all parents regarding the State Preschool Program. The surveys were then returned and tabulated at the district level. Results were reviewed by the teachers and Preschool Director. Results of the surveys were shared through parent conferences. The survey results will be used to make positive adjustments in the program. Phase 2 consisted of the review of the overall results of the Desired Results Developmental Profiles. This was the sixth year the teachers used this tool to determine student developmental strengths and needs. Phase 3 consisted of the Early Childhood Environmental Rating Scale (ECERS). The ECERS was performed in March and one of the newer State Preschool Teachers was trained on the tool for her deeper understanding. We reviewed our past ECERS results. The consistency in our program is evident from previous strengths indicated on the ECERS. Phase 4 consisted of evaluating the Categorical Program Monitoring – Child Development Section. We feel confident we are meeting all compliance issues related in CPM.			
Statement of Completion I certify that an agency Self-Evaluation was completed by this agency on the date specified above and that the appropriate review instrument(s) was/were used.		Signature 	Date 5/19/09
At least one Board Representative who participated in the agency's completed Self-Evaluation process (described above) must sign this document.		Board Representative's Signature	Date 5/19/09

Child Development Division
 California Department of Education

CD 4001
 (Revised March 2009)

**Agency Categorical Program Monitoring/Contract Monitoring Review (CPM/CMR)
 Summary of Findings**

Contractor's Legal Name	Santee School District
Contract Type	CPRE
Program Director's Name	Kristin Baranski
Program Director's Telephone Number	619-258-2358

Part I

Check appropriate box below:

- Contractor identified _____ noncompliant findings during the self-review of the three OPSET Instruments described in the CPM/CMR Summary of Findings Instructions (Complete Part II below, Columns 1-4)
- Contractor did not identify any noncompliant findings during a review of all three OPSET Instruments (Do not complete Part II).

Part II

Use the three OPSET Instruments to complete the table below (Note: The table expands as needed.)

1. Compliance Item Number	2. Title of Individual Responsible	3. Specific Corrective Actions that have been Resolved or will be Resolved	4. Date of Compliance	
			Completion Date	Anticipated Completion Date

Environment Rating Scale Summary of Findings

Contractor/Center: Santee School District	Classroom/Family/Child Care Home: Classroom
Contract Type: CPRE	Planning Date: March 9 and March 11, 2009
Planner's Name and Position: Kristin Baranski, Director	Follow-up Date: May 11, 2009
Planner's Name and Position: Stephanie Southcott, Vice Principal	Planner's Name and Position: Sandra Coe, Teacher

Item (Classroom/Family Child Care Home Education Level) or Sub-Scale Average (Agency Level)	Key Findings from Environment Rating Scale	Action Steps (Include materials, training needs, any changes to schedules, space, and supervision.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed, and time extended.)
Sand/Water	There is some provision for sand or water outdoors or indoors but not on a daily basis.	Teachers were provided direction regarding increasing the daily interaction using sand and water play.	September 2009 Teachers	
Provisions for Professional Needs of Staff	There is limited space for adults to interact with other	Many school sites are undergoing modernization and the State Preschool has hopes that some	June 2009 Director and Site Administration	

	adults.	modernization dollars will help support the State Preschool facility.		
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Use as many sheets as necessary to address key findings for all items scored below "5" (at the Classroom/Family Child Care Home Education level) and/or all subscale averages below "5" (at the agency level).

Desired Results Program Action Plan

Contractor/Center: Santee School District		Classroom/Family/Child Care Home: Classroom	
Contract Type: CPRE		Planning Date: May 11, 2009	
Planner's Name and Position: Kristin Baranski, Director		Follow-up Date: May 10, 2010	
Planner's Name and Position: Valerie Spencer, Teacher		Planner's Name and Position: Sandra Coe, Teacher	
Program Findings (What you identified as needing improvement)	Based on the Desired Results assessments, teachers recognized a need to pay more attention to rhyming words. In addition, measurable activities including length, weight and capacity also need attention.		
Program Goal (What you want to accomplish.)	Objectives (How you will accomplish the goal.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed.)
We want to increase student understanding of rhyming words as well as the mathematical concepts of length, weight, and capacity.	Students will practice rhyming words with the teachers during morning routine work as well as references to rhymes in literature. Teachers will show visual representations of length, weight, and capacity through daily math activities. Children will show their understanding during center activity.	September 8, 2009 Classroom Teachers	March 2010
		September 8, 2009 Classroom Teachers	March 2010

Child Development Division
 California Department of Education

CD 3701
 (New March 2009)

Personnel Roster

(Note: Family Day Care Home Education Networks--Complete the first five boxes only.)
 (Copy this page as needed)

Contractor Name Santee School District		Vendor Number 956-00-2872
Program Director's Name Kristin Baranski	Permit Number 030040892	Permit Expiration Date 02/01/12

This table expands as needed.

Site Name Prospect Avenue State Preschool			
Site Supervisor's Name Cheryl Bowen		Permit Number 050162157	Permit Expiration Date 12/1/10
Contract Type CPRE	Site <u>1</u> of <u>1</u>	Number of Classrooms for this contract type 3	Hours of Operation 8 a.m. – 3 p.m.
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number	Column D Expiration Date
Classroom C	Valerie Spencer	168449241	9/1/09
Classroom B	Sandra Coe	070349376	9/1/12
Classroom B	Kara Greene	070229173	6/1/12

This table expands as needed.

Site Name			
Site Supervisor's Name		Permit Number	Permit Expiration Date
Contract Type	Site ___ of ___	Number of Classrooms for this contract type	Hours of Operation
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number	Column D Expiration Date

Child Development Division
 California Department of Education

CD 3701A
 (New-March 2009)

Attestation of Qualified Staff and Ratio Requirements

Contractor Name	Santee School District		
Vendor Number	956-00-2872	Contract Type	CPRE

The following documentation will be kept in the contractor's files, updated as necessary, and made available to CDD staff upon request:

- Current Personnel Roster (CD 3701) form attached to a current, comprehensive list of all personnel assigned to each classroom
- Copies of current permits, credentials, or temporary county certificates
- Copies of waivers, if applicable, for the Program Director or Site Supervisor(s)


(California *Education Code (EC)* sections 8203[g], 8208[v][aa][af], 8244, 8264.5, 8264.7, 8360-8361, 8463[[]][m], *California Code of Regulations*, Title 5 (5 *CCR*), sections 18203, 18205-18207 and 18295)

The above named contractor maintains at least the following minimum ratios at all sites and these ratios shall be determined based on actual attendance.

Age Group	Adult:Child	Teacher:Child
Infants (Birth to 18 months)	1:3	1:18
Toddlers (18+ up to 36 months)	1:4	1:16
Preschool (36+ up to Kindergarten)	1:8	1:24
School-Age (Kindergarten and above)	1:14	1:28

(*EC* sections 8203, and 8264.7-8264.8; 5 *CCR*, sections 18013[d], 18135, and 18290)

I attest under **penalty of perjury** that all applicable staff-child ratios are met for each age group and classroom and that all program staff is qualified for the position held.

Name of Person Authorized to Sign Annual Report	Kristin Baranski	Phone Number 619-258-2358
Signature of Person Authorized to Sign Annual Report		Date 5/19/09
Title of Authorized Representative	Director of Special Projects and Assessment	

Child Development of Division
 California Department of Education

Management Bulletin 09-01 Checklist
 (Revised March 2009)

Fiscal Year 2008-09 Program Self-Evaluation Checklist

Legal Name of Contractor	Santee School District
Contract Type	CPRE

Complete a Program Self-Evaluation Checklist for each contract type to ensure that each contract package contains all the required forms as described below. Place a check mark in the box to verify that the item is included in the Program Self-Evaluation due **June 1, 2009, 5 p.m.**

Description	Check box
All contractors, including AP and R & R, must submit the following two forms:	
Agency Annual Report (CD 4000) form: (One per contract)	<input checked="" type="checkbox"/>
Agency Categorical Program Monitoring, Contract Monitoring Review CPM/CMR Summary of Findings (CD 4001) form: (One per contract)	<input checked="" type="checkbox"/>
All Center-Based and Family Child Care Home Education Network contractors must also submit the following forms:	
Environment Rating Scale Summary of Findings (CD 4002) form (One per contract)	<input checked="" type="checkbox"/>
Desired Results Program Action Plan (CD 4003) form (One per contract)	<input checked="" type="checkbox"/>
Personnel Roster (CD 3701) form (One per site, per each contract) Revised this year: Note: Family Day Care Home Education Network contractors need only fill out the first five sections.	<input checked="" type="checkbox"/>
Attestation of Qualified Staff and Ratio Requirements (CD 3701A) form: (One per each contract) Note: This is a new form for 2009.	<input checked="" type="checkbox"/>

The FY 2008-09 Program Self-Evaluation must be received by the California Department of Education by **Monday, June 1, 2009, 5 p.m.** Mail only one original of all documents checked to:

FY 2008-09 Program Self-Evaluation
 Child Development Division
 California Department of Education
 1430 N Street, Suite 3410
 Sacramento, CA 95814-5901

Prepared by Emily Andrade
May 19, 2009

BACKGROUND:

In its third year of operation, the After School Education and Safety (ASES) Program at Prospect Avenue School has encountered two problems. The first concern is that the ASES program is at grant capacity for enrollment in the afterschool hours. In order to serve all families it will be necessary to establish a parallel program that would be a parent pay program. When the ASES program's enrollment is at capacity, parents could choose to enroll their child in the parent pay program or have their child placed on a waiting list for the ASES program if they could not afford the fees.

The parallel programs (grant-funded ASES and parent pay) would be operated concurrently at the Prospect Avenue School campus. The parent pay program would follow the basic guidelines of the current ASES program. There would be no visible division between the programs. The only difference would be the funding stream and the funding terms and conditions that those families enrolled through the grant funded ASES program must adhere to.

Families participating in the Parent Pay program would be charged \$50.00 per week for afterschool care. Fifty dollars per week per student is what the ASES grant currently funds. This program would be available to those families needing occasional care, which is not permitted under the ASES grant funding terms and conditions. It would also be provided when the ASES program has reached the daily average capacity of 84 children.

As part of the ASES grant, families must sign up for the supplemental care offered during school holidays and breaks. The program is staffed based on enrollment. This creates a secondary concern. When families sign up for ASES for supplemental services during breaks and holidays but do not bring their child, the grant is not funded for that child and it has a negative economic impact on the program.

Pam Brasher shared these concerns with the Out-of-School Time Parent Advisory Council (OSTPAC) at their meeting on March 30, 2009. The OSTPAC approved the development of the parallel parent pay program. Additionally, OSTPAC supported charging a fee of \$83.25 per week per child if parents sign up to use the supplemental program and the children do not attend. A fee of \$17.50 per child per day would be charged on holidays. Parents would be informed of these fees at the time they sign up. The weekly fee (\$83.25) would be charged after the fact. The \$17.50 for holidays would be collected when parents sign up for the care. Their check would not be cashed unless the child did not attend on the holiday.

RECOMMENDATION:

Administration recommends approval of:

- a parallel parent pay program offered in conjunction with the ASES program at Prospect Avenue School to be effective July 1, 2009
- a fee of \$83.25 per week per child if parents sign up to use the supplemental program and the children do not attend
- a fee of \$17.50 per day per child if parents sign up to use the holiday program and the children do not attend.

This recommendation supports the following District goal:

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

This recommendation supports the strategic plan area of fiscal accountability.

FISCAL IMPACT:

The fee of \$50 per week per student for the parent pay program, the fee of \$83.25 per week per child for students who sign up and do not attend the supplemental program, and the fee of \$17.50 per child per day for students who sign up and do not attend on holidays will support additional staff and supplies as needed for the increased enrollment.

STUDENT ACHIEVEMENT:

Attending an after school program increases a child’s regular school day attendance, grades and test scores.

Motion:		Second:		Vote:		Agenda Item D.4.3.
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Consent Item D.4.4. Approval of Request for Extended Field Trip for Pepper Drive School Students to Legoland

Prepared by Emily Andrade
May 19, 2009

BACKGROUND:

Mrs. Dones, Mrs. Keiser, Mrs. Butsko, and Miss Crandall, first grade teachers at Pepper Drive School, request Board approval to take approximately 80 first grade students on an extended field trip to Legoland in Carlsbad, California on May 26, 2009. This field trip will allow first grade students to engage in activities related to American landmarks, icons, heroes, and national monuments. Students will travel by school bus, leaving Pepper Drive School at 8:45 a.m. and returning at approximately 5:00 p.m.

RECOMMENDATION:

Administration recommends approval of the extended field trip to Legoland in Carlsbad, California on May 26, 2009.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The cost of the trip is \$7 per student and will be paid for through individual student donations, the Pepper Drive PTO, and the Pepper Drive fundraiser account. Students needing financial assistance will be assured participation through the PTO and the fundraiser account.

STUDENT ACHIEVEMENT IMPACT:

The trip to Legoland will allow first grade students to see replicas of the American landmarks, icons and heroes, and national monuments they have been reading about in their social studies curriculum since the beginning of the school year.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4

SANTEE SCHOOL DISTRICT

EXTENDED FIELD TRIP REQUEST FORM

SCHOOL SITE(S): Pepper Drive DATE: 5-15-09

TEACHER(S): Dones, Keiser, Butsko, Crandall GRADE(S): First

The sponsor of the organization desiring to take an extended trip will insure that the following requirements/stipulations are met and are presented to the principal in a timely manner:

DESTINATION OF TRIP: Legoland

Itinerary: Spend a day learning through a hands on class led by Legland Education Staff and exploring Legoland in small groups

Educational Objectives of the Trip: Engage in activities related to American landmarks, icons, heroes, and national monuments (standards - based).

Specific Dates: 5/26/09 Mode of Travel: School Bus

Number of Student Participants: 80 Cost Per Student: \$7.

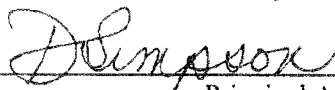
Insurance Coverage: District

Supervision: Teachers and parent chaperones

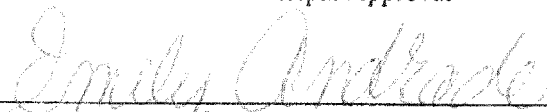
Number of Substitute Days Required: 0

Money will be Raised or Provided to Cover Costs by: PTO, fundraiser, student donations

Provision for Financial Hardship Cases: PTO and fundraiser


Principal Approval

5-15-09
Date


Assistant Superintendent, Educational Services

5-15-09
Board Approval Date

Consent Item D.5.2. Approval of Shared Classroom Teaching Assignments for 2009-10
Prepared by Minnie Malin
May 19, 2009

BACKGROUND:

The following persons request shared classroom teaching assignments for the 2009-10 school year pursuant to Article XIV, Section M, of the Successor Agreement between Santee School District and Santee Teachers Association:

Employees

Trisha Best/Marlena Sanders
Polly Jones/Diane Long
Lori Powell/ Kim Spurlock
Cindy Journeay/Elizabeth Milne
Jaimie McCrea/Kelly Snyder
Chasity Forster/Lori Harris
Joley Dones/Kelley Riddlespurger
Susan Larson/Erica Edmonston
Cindy Anderson/Katy Pohle
Wendy Dunnigan/Teresa Kulas

School Site

Chet F. Harritt
Chet F. Harritt
Cajon Park
Hill Creek
Prospect Avenue
Pepper Drive
Pepper Drive
Pepper Drive
Pepper Drive
Sycamore Canyon

RECOMMENDATION:

Administration recommends approval of requested shared classroom teaching assignments for the 2009-10 school year.

This recommendation supports the following district goal:

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

FISCAL IMPACT:

Shared contracts may minimize the annual cost to the general fund by reducing full-time employees currently paid on the high end of the salary schedule.

STUDENT ACHIEVEMENT IMPACT:

There can be many benefits to having two teachers in a classroom who consistently plan instruction for students.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.2.

Consent Item D.5.3. Approval of New Management Job Titles and Descriptions for Systems Administrator and Telecommunication/Network (E-Rate) Administrator, and Appointment of Positions

Prepared by Minnie Malin
May 19, 2009

BACKGROUND:

As part of the Technology and Communications Services Reorganization process, due to the retirement of a management employee in December 2008, administration has determined that two management positions should be created to include the responsibilities and duties that were performed by the retiring employee. This reorganization will eliminate two other management positions, the Administrative and Instructional Systems Analyst and Telecommunications Coordinator. Accordingly, the management employees currently performing these responsibilities and duties, Matt Marsman and Daryl Asprion, will be appointed as Systems Administrator and Telecommunication/Network (E-Rate) Administrator, respectively.

RECOMMENDATION:

Administration recommends approval of the new management job titles and descriptions and the appointment of Matt Marsman and Daryl Asprion, currently holding the Administrative and Instructional Systems Analyst and Telecommunications Coordinator positions, to the Systems Administrator and Telecommunication/Network (E-Rate) Administrator effective May 20, 2009.

This recommendation supports the following district goal:

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

FISCAL IMPACT:

There will not be an additional impact to the general fund as a result of this item.

STUDENT ACHIEVEMENT IMPACT:

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

SANTEE SCHOOL DISTRICT

TELECOMMUNICATION / NETWORK (E-RATE) ADMINISTRATOR

Definition

Under the direction of the Director of Technology, the Telecom/Network (E-Rate) Administrator manages the district's telecom (line and mobile) and data network infrastructure. Incumbent also manages and administers the district E-Rate program.

Distinguishing Characteristics

The Telecom/Network (E-Rate) Administrator classification is distinguished by the extensive knowledge, experience and technical skills required to manage the telecommunication systems and the knowledge of the Universal Service Fund's E-Rate program to ensure the District's participation.

Examples of Duties

- a. Perform a variety of specialized activities involving the design, installation, configuration, operation and maintenance of the Local Area Network (LAN) and Wide Area Network (WAN).
- b. Plans and recommends design of telecommunication systems, including research of telecommunication equipment and services.
- c. Coordinate ordering and installation of telecommunications and data network equipment and services.
- d. Provide support for telecommunication services including handsets, cellular phones, mobile data access and new/emerging telecommunication-related technology.
- e. Support and maintenance of the telephone PBXs and voicemail server, including MAC (Move Add Change) and voicemail box services.
- f. Administration of special rate telecommunication services and contracts (E-Rate and California Discounted Advances Services).
- g. Recommendation and management of telecommunication policies.
- h. Management of the district's telephone directory.
- i. Assist in the development of the district budget for telecommunication services.
- j. Monitoring of district telecommunication billings and utilization of the most cost effective contracted services.
- k. Documentation of the physical telecommunication and data network.
- l. Development of standards for telecommunication and data cabling.
- m. Administration of the District's E-Rate program.

TELECOMMUNICATION / NETWORK (E-RATE) ADMINISTRATOR

Page 2.

Qualification Guide

Knowledge of:

- a. Telecommunication systems, technology and services.
- b. Common carriers rules, service procedures and State/Federal regulations.
- c. Telecommunication PBX and voicemail system principles, operating procedures, scripting, programming and security.
- d. State and Federal E-Rate regulation and procedures.
- e. Networked/distributed computing environment concepts.
- f. Basic routing and switching protocols (TCP/IP).
- g. Network security setup and administration.
- h. Applicable types of voice and data cabling systems.
- i. Windows servers and desktop operating system.
- j. Analytical, research, problem solving skills, and systems analysis and project management procedures and techniques.

Ability to:

- a. Communicate (written and oral) effectively with all levels of staff.
- b. Establish effective working relationship with technical staff and all levels of SDCOE, district office and school site staff.
- c. Troubleshoot, analyze and resolve problems.
- d. Interpret, apply and explain rules, regulations, policies and procedures related to the assignment.
- e. To work with end-users to determine needed requirements
- f. Promote a higher level of customer satisfaction.
- g. Conduct training for district staff on telecommunication tools and concepts.
- h. Remain abreast of current network and telecommunication technologies.
- i. Work independently with minimal supervision.
- j. Work in various shifts to meet the need of the assigned duties.
- k. Set priorities and organize work to meet strict deadlines.
- l. Make decisions on a variety of complex issues.

Licenses

Possession of a valid California driver's license and availability of private transportation.

Training and Experience

The skills, knowledge, and abilities listed above would typically be acquired through graduation from an accredited four-year college or university with a major in electronics, telecommunications, or directly related field, and four years of recent, increasingly responsible experience of an acceptable level, and developing/supporting quality telecommunications/network systems. Additional specialized certifications in hardware repair (A+), network administration (N+), Cisco/HP networking equipment administration, telecommunication system administration and AMP certification highly desirable.

TELECOMMUNICATION / NETWORK (E-RATE) ADMINISTRATOR

Page 3.

Working Conditions

This is a position offering a wide range of working conditions: Office environment, rooftops, telecom/network equipment room, and classrooms. Shift may vary to allow network configurations when users are not on the system. Some noise and temperature variations are expected from equipment and outdoor environment. Physical ability to bend, kneel, stoop, crawl, stretch, work from ladder, lift and carry a variety of equipment and objects weighing up to 50 pounds.

Characteristics

Honesty; industry; initiative; dependability; and good judgment in conjunction with position duties; loyalty, desire to serve, and other related qualities. Sufficient stamina, dexterity, mobility, flexibility to: work evenings or weekends, as necessary, operate a variety of equipment; travel from site to site and move to various work locations. Sufficient hearing and speech to comprehend office conversation and to communicate orally in a clear understandable manner.

Mental Functions

Ability to: think logically and analytically; and concentrate for long periods of time; comprehend technical concepts and complex applications; exercise creativity, persistence and patience in problem resolution; and make concepts understandable to users.

Board Approved:

SANTEE SCHOOL DISTRICT SYSTEMS ADMINISTRATOR

Definition

Under direction of Director, Information Technology; design, plan, install, and maintain the district's LAN and WAN, implementation and maintenance of district's technology systems. Provide high level support for district wide technology system. Organize and participate in network user support activities; train, schedule and supervise assigned personnel.

Distinguishing Characteristics

Incumbents provide the highest level of technical support to ensure maximum system and network performance.

Examples of Duties

- a. Plan, design, install and support of the District technology systems and network infrastructures, equipment, and application to achieve optimum performance
- b. Review and evaluation of systems and network related needs and recommend appropriate solutions.
- c. Supervises maintenance of the district's technology systems including VMware servers and Citrix servers.
- d. Monitor server performance, usage and license status.
- e. Analyze network and other system hardware problems and coordinate repair/service.
- f. Provide direct software and hardware support for the student services system and other related application software and hardware.
- g. Provide technical expertise, training and support to staff, users at schools and district office.
- h. Prepare clear and understandable operating procedures and documentation in compliance with established standards.
- i. Confer with users to determine software and hardware requirements and desired output, resolve problems and provide support and assistance.
- j. Monitor and troubleshoot appropriate usage and performance of the systems in accordance with plan, standard guidelines and procedures.
- k. Conduct routine audits of the systems' security information and reviews system/application access.
- l. Research and evaluate new technologies for possible implementation within the District or school sites.
- m. Assure proper security of the District system; plan, install and test security and redundancy for assigned systems.
- n. Maintenance firewall and content filter.
- o. Assure compliance with backup procedures for assigned systems.
- p. Assure availability of network services including email, internet access, printing and network sharing.

SYSTEMS ADMINISTRATOR

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Qualification Guide

Knowledge of:

- a. Windows network operating systems.
- b. Active Directory (AD) structure including DNS, DHCP and WINS.
- c. Citrix and VMware system administration.
- d. Network security and firewall administration.
- e. Relational database support and management.
- f. LAN/WAN technologies and protocols.
- g. Project management procedures and techniques.
- h. Principles and techniques of systems and network analysis.
- i. Practices related to software licensing and service agreement.

Ability to:

- a. Support and troubleshoot windows server 2000/2003/2008-based IT Network.
 - b. Provide support for the Student Information Systems and other related application software/hardware.
 - c. Organize and direct operations and activities related to the installation, configuration, maintenance, troubleshooting and repair of system hardware, software, peripheral and network systems.
 - d. Supervise and participate in the design, installation, operation, maintenance and repair of the LAN/WAN.
 - e. Maximize system availability and performance through fault tolerant configuration, efficient network architectures and proactive server/network monitoring.
 - f. Provide support to network users.
- a. Prepare clear and concise technical report and correspondence.
 - b. Analyze, research and resolve technical issues.
 - c. Plan and organized work to meet schedules and time lines.
 - d. Work independently with little supervision.
 - e. Establish and maintain cooperative and effective working relationships with other staff.

Licenses

Possession of a valid California driver's license and availability of private transportation.

SYSTEMS ADMINISTRATOR

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Training and Experience

Any combination of training and experience sufficient to demonstrate possession of the minimum qualifications detailed above. Typical qualifying experience would include a Bachelor's Degree from an accredited college or university in business, computer science, or related field and four years of server/network administration and user support experience in a comparable organization. Additional certifications in hardware repair (A+), Microsoft Server/Network (MSCE), Citrix and VMware administration are highly desirable.

Working Condition

Working condition includes office and school sites environment. Shift may vary to allow network configurations when users are not on the system. Some noise and temperature variations are expected from equipment and equipment room environment. Physical ability to bend, kneel, stoop, crawl, stretch, work from ladder, lift and carry a variety of equipment and objects weighing up to 50 pounds.

Characteristics

Honesty; industry; initiative; dependability; and good judgment in conjunction with position duties; loyalty, desire to serve, and other related qualities. Sufficient stamina, dexterity, mobility, flexibility to: work evenings or weekends, as necessary, operate a variety of equipment; travel from site to site and move to various work locations. Sufficient hearing and speech to comprehend office conversation and to communicate orally in a clear understandable manner.

Mental Functions

Ability to: think logically and analytically; and concentrate for long periods of time; comprehend technical concepts and complex applications; exercise creativity, persistence and patience in problem resolution; and make concepts understandable to users.

Board Approved:

Consent Item D.5.4. Approval of Revised Certificated Special Education Job Descriptions

Prepared by Minnie Malin
May 19, 2009

BACKGROUND:

After reviewing current special education job descriptions, administration, in collaboration with the Santee School Teachers Association, recommends revising the special education job descriptions to include current responsibilities, duties, experience, credentials, and in some cases licenses. Job descriptions presented tonight for your review are as follows:

Adaptive Physical Education Teacher
Language, Speech and Hearing Specialist
Orientation and Mobility Instructor
Program Specialist – Special Education
Resource Specialist
School Psychologist
Special Class Teacher

RECOMMENDATION:

Administration recommends approval of the revised job descriptions for the special education positions.

This recommendation supports the following district goals:

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

FISCAL IMPACT:

There will not be an additional impact to the general fund as a result of this item.

STUDENT ACHIEVEMENT IMPACT:

Support of educators is a vital element for student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.5.4.

ADAPTIVE PHYSICAL EDUCATION TEACHER

JOB SUMMARY:

Under the direction of an ~~Assistant Superintendent or designee~~ the Director of Special Education and Pupil Services and the immediate supervision of the Site Principal, the Adaptive Physical Education Teacher provides a program of developmental or correctional instruction to promote the development of fundamental motor skills and improved physical functioning to students with exceptional needs.

EXAMPLES OF MAJOR DUTIES AND RESPONSIBILITIES:

~~Assumes case management of pupils referred only for adaptive physical education, carefully monitoring procedural safeguards; assesses motor skills and assists the Individualized Educational Planning Team in developing appropriate goals to meet the needs of individual students; modifies games, activities, and equipment to individual needs; monitors individual students' progress, referring to the Individualized Educational Planning Team for program changes when indicated; consults with the nurses, other staff, parents, and outside agencies regarding physical limitations, medical progress and other related factors as required.~~

- Assesses motor skills and writes assessment reports including recommendations for service as required following District procedures.
- Develops the proposed IEP goals and objectives for adapted physical education for students on the APE caseload.
- Provides direct instruction and services for pupils with exceptional needs requiring adapted physical education services to receive benefit from the educational program.
- Focuses instruction to help assure students progress toward short-term objectives and standards-based long-term goals.
- Monitors the progress of each student on the APE caseload in relation to the IEP goals and objectives.
- Reports to parent on student progress towards IEP goals/objectives as required by District Guidelines.
- Case manages timelines, meetings and triennial reviews for each student placed only in adapted physical education program.
- Communicates and consults effectively with parents, general and special ed teachers as needed.
- Consults with nurses, other staff, parents and outside agencies regarding physical limitation, medical progress and other related factors as required.
- Presents with an attitude of dedication, commitment, enthusiasm, and teaching excellence toward students with exceptional needs.
- Demonstrates a positive, assertive approach to discipline, maintaining standards of pupil behavior needed to achieve a functional learning environment during APE instructional activities.
- Effectively schedules caseload to assure IEP compliance.

ADAPTIVE PHYSICAL EDUCATION TEACHER

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OTHER DUTIES AND RESPONSIBILITIES:

- Attends IEP meetings, faculty meetings, student assistance team meetings, in-service meetings, team meetings, grade level meetings or department meetings as indicated.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self selected professional growth activities.
- Is aware of and meets requirements and standards of the specific job as interpreted through local school district board policy, county regulations and the state Education Code.
- Performs basic attendance accounting as required.
- Serves in various capacities at the school or the district level when required, such as providing in-service, reporting to the Board of Trustees and participating in school or district committees.
- Shares in sponsorship of student activities and participates in faculty committees.
- Will be available to serve as a consultant as a specialist in adapted physical education.
- Performs other duties as designated or assigned by the Director of Special Education and Pupil Services.

EMPLOYMENT STANDARDS:

Education:	A Bachelor's degree in physical education and additional graduate level work in special education. (Human Resources need to update as per current state requirements.)
Experience:	Job related experience is desirable. Prior job related experience is desired.
Credential(s):	Any general or standard credential authorizing physical education instruction; teachers hired after 9-1-80 must also hold the Ryan Adaptive Physical Education Certificated. (Human Resources need to update as per current state requirements.)
Licenses:	A California Class III driver's license and the ability to qualify for and maintain qualification for district vehicle insurance coverage willingness to use own vehicle.

KNOWLEDGE AND ABILITIES:

Knowledge of sensory motor development stages and assessment techniques; ability to work cooperatively with others; demonstrated ability to be flexible in carrying out job responsibility.

Revised: May 19, 2009

SANTEE SCHOOL DISTRICT

LANGUAGE, SPEECH AND HEARING SPECIALIST

JOB SUMMARY

Under the general direction of an assistant superintendent or designee the Director of Special Education and Pupil Services and the immediate supervision of the site principal, the Language, Speech and Hearing Specialist provides specialized instruction and services for students who have disorders of language and speech: performs language assessments; assists in developing the Individualized Educational Program for students with language and speech deficits; and confers with teachers and parents; provides consultation and assistance to teachers and parents to better meet the needs of students with speech/language deficits.

EXAMPLES OF MAJOR DUTIES AND RESPONSIBILITIES:

~~Provides screening services; provides language assessment services for pupils referred to the Individualized Educational Planning Team; assists the Individualized Educational Planning Team in designing an individualized plan for students who are identified as having language and speech deficits; provides specialized instruction for pupils whose needs are identified in the Individualized Educational Plan; carefully monitors the Individualized Educational Plan of all students placed in speech and language programs; identifies and provides special materials and instructional models pertinent to individual needs; consults with staff, parents, and outside agencies relating to individual students as required; provides inservice training for staff as needed; refers pupils who appear to need further evaluation to the Individualized Educational Planning Team.~~

- Provides whole-class screening services.
- Assesses speech and/or language skills for students referred suspected of speech and/or language delays. Writes assessment reports as per District procedures.
- Case manages timelines, meetings and triennial reviews for students in speech/language only programs.
- Adheres to District, State and federal timelines/regulations as required.
- Coordinates and chairs IEP meetings for speech/language only students.
- Develops proposed IEP standards-based goals/objectives for speech/language for students on the LSH caseload.
- Provides specialized direct instruction program for students who have IEPs designating speech and/or language therapy.
- Focuses instruction to help assure student progress on short-term objectives and standards-based long-term goals.
- Monitors, communicates and consults effectively with parents, general and special ed teachers and staff, aides and administrators regarding needs and progress of each individual student towards attainment of IEP goals/objectives.
- Reports to parent on student progress as per District procedures.
- Refers students who appear to need further evaluation to the IEP team.

LANGUAGE, SPEECH AND HEARING SPECIALIST

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- Communicates effectively and provides support to general ed staff to facilitate student success in mainstreamed general education environments as appropriate.
- Provides consultation and/or in-service relating to resource information, modifying and adapting instruction, student assessment, specialized instruction, management, and guidance to parents, general ed teachers and aides.
- Presents with an attitude of dedication, commitment, enthusiasm and teaching excellence toward students with exceptional needs.
- Demonstrates a positive, assertive approach to discipline, maintaining standards of pupil behavior needed to achieve a functional learning atmosphere in the classroom.
- Completes all reports as required, including student evaluation, inventories, orders, program evaluation and lesson plans.
- Remains flexible in accommodating the needs of students and staff.
- Effectively schedules caseload to assure IEP compliance.
- Prepares for and supports transition for students moving to Grossmont Union High School District.

OTHER DUTIES AND RESPONSIBILITIES

- Maintains professional competence through participation in in-service education activities provided by the district and/or self selected professional growth activities.
- Is aware of and meets requirements and standards of the specific job as interpreted through local school district board policy, county regulations and the state Education Code.
- Attends faculty meetings, in-service meetings, student assistant team meetings, team meetings, grade level meetings or department meetings as indicated.
- Performs basic attendance accounting as required.
- Maintains good public relations through involvement in such activities as PTA meetings, Halloween Carnivals and holiday programs.
- Serves in various capacities at the school or the district level when required, such as providing in-service, reporting to the Board of Trustees and participating in school or district committees.
- Shares in sponsorship of student activities and participates in faculty committees.
- Completes all reports as required, including student evaluation, inventories, orders, program evaluation and lesson plans.
- Will be available to serve as a consultant, if he or she is a teacher who is a specialist in a specific subject area.
- Performs other duties as designated or assigned by the Coordinator of Special Education.

LANGUAGE, SPEECH AND HEARING SPECIALIST

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EMPLOYMENT STANDARDS:

- Education: ~~A Bachelor's degree and advanced study in language and speech handicapped; Master's degree desirable. (Human Resources need to update as per current state requirements.)~~
- Experience: ~~Job related experience desired. Prior job related experience is desired.~~
- Credential(s): ~~Clinical Rehabilitative Services Credential (language, speech and hearing services); or Specialist in Special Education Credential in Communication Handicaps with advanced specialization in language, speech and hearing; or Restricted Credential in speech and hearing therapy; or exceptional child credential (speech correction and lip reading); or standard teaching credential with specialized preparation in speech and hearing handicapped in lieu of a minor. (Human Resources need to update as per current state requirements.)~~
- License: ~~A California Class III driver's license and the ability to qualify for and maintain qualification for district vehicle insurance coverage. A California driver's license and willingness to use own vehicle.~~

KNOWLEDGE AND ABILITIES:

Agrees that all children are able to learn and is willing to assure that this takes place. Demonstrates knowledge regarding the exceptionalities of the students served and appropriate specific instructional methods and strategies to meet their needs. Demonstrates knowledge of developmental states of language, speech and hearing development. Demonstrates familiarity with a variety of appropriate assessment instruments. Possesses working knowledge of the IEP process as well as a clear understanding of special education regulations and guidelines. Displays a positive, flexible attitude toward program and students served in the DIS program. Provides individualized instruction to meet the needs of each exceptional student. D Works cooperatively and communicates effectively with all special education support staff, administrators, general education teachers and other personnel in the best interests of each student. Develops and maintains successful relations with students, parents, colleagues and supervisors. Possess the skills and attitude to be a successful team member on a school site.

Revised: May 19, 2009

Draft Revision 4.13.06

SANTEE SCHOOL DISTRICT

ORIENTATION AND MOBILITY INSTRUCTOR

JOB SUMMARY:

Under the direction of the Director of Special Education and Pupil Services, the orientation and mobility instructor teaches visually handicapped students orientation and mobility skills including conceptual development, sensory motor development and independent travel skills to students in Santee and other school districts as assigned.

MAJOR DUTIES AND RESPONSIBILITIES:

- ~~Evaluates students referred for training and prescribes appropriate remediation when necessary.~~
- Assesses orientation/mobility skills of VI students referred for training, writes assessment reports including appropriate prescriptions and recommendations for remediation when necessary, following District procedures.
- Provides appropriate remediation/instruction to students to establish independence in travel.
- Consults with parents, teachers and other professional workers regarding students' educational and personal problems.
- Actively supports the district integration program and encourages the participation of students who qualify for the program; participates in and instructs in integration programs as assigned.
- Evaluates and makes periodic reports to parents and school personnel of the adjustment and educational progress of each student towards IEP goals/objectives as required by District Guidelines.
- Coordinates the training program of orientation and mobility with the total educational program of each assigned school.
- Provides training in non-visual skills to totally blind students and training in the use of visual skills and non-visual skills to students with remaining vision.
- Provides inservice training in orientation and mobility to school personnel and parents.
- Helps develop the proposed an Individual Education Plan IEP goals and objectives in orientation/mobility for each students on the O/M caseload.
- ~~Participates cooperatively with the appropriate administrator to develop the method by which performance will be evaluated in conformance with district guidelines.~~
- Travels to various work sites.
- Communicates and consults effectively with parents, general and special ed teachers as needed.
- Presents with an attitude of dedication, commitment, enthusiasm, and teaching excellence toward students with exceptional needs.
- Demonstrates a positive, assertive approach to discipline, maintaining standards of pupil behavior needed to achieve a functional learning environment during O/M instructional activities.
- Effectively schedule caseload to assure IEP compliance.

ORIENTATION AND MOBILITY INSTRUCTOR

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OTHER DUTIES AND RESPONSIBILITIES:

- Maintains basic attendance accounting and required records; performs reporting and business services as required.
- Makes appropriate referrals, if necessary, to other professional workers in the school district and community.
- Participates in related committees, meetings and conferences.
- Meets with parents and instructs them in the needed follow-up to orientation and mobility training.
- Serves as a consultant to school and community professional workers in the school district and community.
- Is aware of and meets requirements and standards of the specific job as interpreted through local school district board policy, county regulations and the state Education Code.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self selected professional growth activities.
- Performs basic attendance accounting as required.
- Performs other duties as designated or assigned by the Director of Special Education and Pupil Services.

SUPERVISION:

~~Under the immediate direction of the Director of Special Education and of the site administrator while performing services at a school site.~~

EMPLOYMENT STANDARDS (minimum qualifications):

~~Education: Bachelor's degree and courses needed to meet credential requirements. Master's degree is desirable. (Human Resources need to update as per current state requirements.)~~

~~Experience: Prior job related experience is desired.~~

~~Credential(s): Standard: Restricted—Visually Handicapped in Mobility
Ryan: Clinical Rehabilitative Services—Orientation and Mobility or by any teacher holding a credential authorizing teaching of the visually handicapped according to Title V 88047.8. (Human Resources need to update as per current state requirements.)~~

~~License: A California driver's license and willingness to use own vehicle.~~

KNOWLEDGE AND ABILITIES:

ORIENTATION AND MOBILITY INSTRUCTOR

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~~Ability to develop in each pupil the maximum level of safe travel skills to better enable the pupil to live as independently as possible; to guide parents and classroom teachers to a greater understanding of orientation and mobility.~~

~~Ability to make decisions and maintain professional relationships with pupils, parents, their peers and supervising staff members.~~

Demonstrates knowledge and training in mobility and orientation, sensory motor development states and appropriate assessment techniques. Possesses working knowledge of the IEP process. Displays positive, flexible attitude toward program and students served. Provides individualized instruction to meet the needs of each exceptional student assigned. Directs the work of instructional assistants as indicated. Works cooperatively and communicates effectively with all special education support staff, administrators, general education teachers and other personnel in the best interests of each student. Develops and maintains successful relations with students, parents, peers and supervisors. Possess the skills and attitude to be a successful team member on a variety of school sites as well as with the VI team.

Board Adopted: July 2, 1991

Revised: May 19, 2009

PROGRAM SPECIALIST – SPECIAL EDUCATION

JOB SUMMARY:

Under the direction of the Director of Special Education and Pupil Services, the Program Specialist provides coordination, planning, consultation, and assistance to special education staff and is responsible for assuring full educational opportunity for all pupils referred to the Individualized Educational Planning Team.

EXAMPLES OF MAJOR DUTIES AND RESPONSIBILITIES:

~~Coordinates the assessment of pupils referred to the Individualized Educational Planning Team for special class placement and carefully monitors procedural safeguards; coordinates Individualized Educational Planning Team to properly consider special day class placement and assists in identifying needs, instructional goals, and program placement; observes, consults with and assists staff; assesses program effectiveness for individual students and provides assistance in monitoring student performance; participates in staff development throughout the district; works cooperatively with Staff Development Specialist to identify inservice needs and design programs to meet those needs; assists in articulation and coordination with other special education programs throughout the region; consults with building principals on a regular basis regarding program effectiveness and student needs at each school site; consults with parents regarding pupil assessment, special programs, guidance, or other special problems, making sure parents are fully informed of their rights; works cooperatively with the Regional Manager regarding all regional program responsibilities as assigned; works cooperatively with district and regional administrators to assure equality of educational opportunity for students regardless of the district of residence; performs other duties as designated or assigned by the Director of Special Education.~~

- Coordinates assessment of pupils referred to the Individualized Educational Planning (IEP) Team for special class placement.
- Arranges appropriate special class interim placements.
- Monitors procedural safeguards and compliance issues for special education students and staff.
- Coordinates IEP Teams to properly consider special day class placement based on in-depth knowledge of available classes and services within the District and East County SELPA.
- Adheres to District, State and federal timelines/regulations as required.
- Assists and leads the IEP team in identifying needs, instructional standards-based goals/objectives and appropriate placements.
- Observes, consults with and assists in program development with special class teachers, resource specialists and other special education staff.
- Assesses program effectiveness for individual students and classes and provides support and assistance in monitoring student performance.
- Designs, provides and participates in staff development throughout the district.
- Assists in articulation and coordination with other special education programs throughout the region.
- Consults with building principals on a regular basis regarding program effectiveness and student needs at each school site.
- Consults with parents regarding pupil assessment, special programs, guidance, placement or other special problems making sure parents are fully informed of their rights.
- Coordinates and monitors AB 2726 referrals for students.

PROGRAM SPECIALIST – SPECIAL EDUCATION

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OTHER DUTIES AND RESPONSIBILITIES

- Works cooperatively with the Regional Manager regarding all regional program responsibilities as assigned.
- Performs other duties as designated or assigned by the Coordinator of Special Education.
- Maintains professional competence through participation in in-service education activities and/or self selected professional growth activities.
- Is aware of and meets requirements and standards of the specific job as interpreted through local school district board policy, county regulations and the state Education Code.
- Attends department meetings as required.
- Serves in various capacities at the district level when required, such as reporting to the Board of Trustees and participating on district committees.
- Will be available to serve as a consultant in the area of special education.
- Performs other duties as designated or assigned by the Coordinator of Special Education.

EMPLOYMENT STANDARDS:

Education:	A Bachelor's Degree in education or an area of specialization in special education, with advanced study in one or more of the major handicapping conditions. (Human Resources need to update as per current state requirements.)
Experience:	Related experience in special education including demonstrated expertise in assessment techniques and knowledge in severely handicapped and one or more areas of the following: Learning Handicapped, Physically Handicapped, Communicatively Handicapped or preschool handicapped. Prior job related experience is desired.
Credential(s):	Valid Special Education Credential, Clinical Services Credential, Health Services Credential, or a school psychologist authorization. (Human Resources need to update as per current state requirements.)
Licenses:	A California driver's license and willingness to use own vehicle.

KNOWLEDGE AND ABILITIES

Possesses an in-depth knowledge of laws a regulations pertaining to special education; demonstrated ability to be flexible and dependable in implementing job responsibilities; and demonstrated skill in interpersonal relationships.

Revised: May 19, 2009

RESOURCE SPECIALIST

JOB SUMMARY:

Under the general direction of the Director of Special Education and Pupil Services and the immediate supervision of the site principal, the Resource Specialist provides consultation; coordination; curricular resources; evaluation; remediation; and direct instructional services for students with exceptional needs in all classifications of handicapped pupils whose Individualized Educational Program (IEP) specifies placement in the regular program for the majority of the school day.

EXAMPLES OF MAJOR DUTIES AND RESPONSIBILITIES:

Assessment:

~~Serves as coordinator of school wide screening for identification of pupils with exceptional needs; acts as a case coordinator for referrals to the Resource Specialist Program; develops assessment plan for students referred to the Resource Specialist Program and coordinates consultation with the parent; participates in the assessment of pupils referred to the Resource Specialist Program; refers pupils who cannot be effectively served by the Resource Specialist Program to the Individualized Educational Planning Team for further evaluation; coordinates the transfer of case oversight to the Program Specialist when it appears that the student may need special education service for the majority of the school day; assists the Individualized Educational Planning Team in designing an Individualized Instructional Plan for eligible students who are assigned to the regular classroom for the majority of the school day; identifies and provides special materials and instructional models pertinent to individual needs; assists the Individualized Educational Planning Team in evaluation of pupil progress and revises the Individualized Educational Program as needed to accommodate individual needs.~~

Consultation:

~~Provides consultation and/or inservice relating to pupil assessment, specialized instruction, management, and guidance to parents, regular teachers, and aides; observes student behavior in the regular classrooms and consults with teachers regarding these behaviors; demonstrates teaching and/or classroom management control strategies that are considered appropriate and effective in meeting the needs of each child in both academic and non-academic areas; works cooperatively with all special education staff, support staff, and other agencies for the best interest of each child; provides consultant services, resource information, and material regarding individuals with exceptional needs to parents and regular staff members.~~

Direct Instruction:

~~Provides direct instruction and services for pupil whose needs were identified by the IEP Team and who are assigned to the regular classroom for the majority of the day; coordinates Individualized Education Plans with regular teachers for students with special needs; monitors carefully the IEP of all students placed in the Resource Specialist Program.~~

RESOURCE SPECIALIST

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- Case manages referrals for special education excluding speech/language only assessments. Case manages timelines, meetings and triennial reviews for each student placed in the RSP Program.
- Adheres to District, State and federal timelines/regulations as required.
- Assesses and diagnoses student needs and writes required assessment reports as per District procedures.
- Observes student in the general ed class as part of the assessment.
- Coordinates and chairs IEP meetings for RSP students on caseload.
- Develops the proposed IEP, including standards-based goals/objectives with input from appropriate DIS staff, for each student placed in the RSP program.
- Refers to and consults with the Program Specialist regarding students who cannot be effectively served in special education for less than half of the school day for consideration for SDC placement.
- Designs instruction to meet individual student needs, utilizing research-based special materials and instructional models.
- Provides direct instruction and services for pupils whose needs are identified in a written IEP developed by the IEP Team in small, large and individual grouping structures as indicated.
- Focuses instruction to help assure students progress toward short-term objectives and standards-based long-term goals.
- Monitors the IEP of each student placed in the RSP Program.
- Communicates and consults effectively with parents, general ed teachers, support staff, aides and administrators regarding needs and progress of each individual student towards attainment of IEP goals/objectives. Reports to parent on student progress towards IEP goals/objectives as required by District procedures.
- Consults with IEP team members and parents about changes needed in the IEP based on student progress.
- Works with support staff, administrators, parents and general ed teachers to develop behavioral support strategies/plans to prevent and modify student behavioral responses that interfere with student progress.
- Manages classroom environment and directs instructional assistants to provide supportive learning opportunities for each student.
- Communicates effectively and provides support to general ed staff to facilitate student success in mainstreamed general education environments as appropriate.
- Assists general ed teachers in modifying core curriculum and adapting instruction to meet the needs of special education students served in general ed mainstreamed classes.
- Provides consultation and/or in-service relating to resource information, student assessment, specialized instruction, management, and guidance to parents, general ed teachers and aides.
- Presents with an attitude of dedication, commitment, enthusiasm and teaching excellence toward students with exceptional needs.
- Demonstrates a positive, assertive approach to discipline, maintaining standards of pupil behavior needed to achieve a functional learning atmosphere in the classroom.

RESOURCE SPECIALIST

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- Completes all reports as required, including student evaluation, inventories, orders, program evaluation and lesson plans.
- Remains flexible in accommodating the needs of students and staff.
- Effectively schedules caseload to assure IEP compliance.
- Prepares for and supports transition for students moving to Grossmont Union High School District.

OTHER DUTIES AND RESPONSIBILITIES:

- Attends faculty meetings, student assistant team meetings, in-service meetings, team meetings, grade level meetings or department meetings as indicated.
- Is aware of and meets requirements and standards of the specific job as interpreted through local school district board policy, county regulations and the state Education Code.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self selected professional growth activities.
- Administers and scores such standardized tests as may be required by the school, the district or the State Department of Education.
- Performs basic attendance accounting as required
- Maintains good public relations through involvement in such activities as PTA meetings, Halloween Carnivals and holiday programs.
- Serves in various capacities at the school or the district level when required such as reporting to the Board of Trustees and participating in school or district committees.
- Selects and requisitions books, instructional materials and supplies and maintains required inventory records.
- Supervises students in out-of-classroom activities during the assigned working day as required.
- Shares in sponsorship of student activities and participates in faculty committees.
- Will be available to serve as a consultant, if he or she is a teacher who is a specialist in a specific subject area.
- Performs other duties of an adjunct nature, which are necessary to smooth operation of the school such as audio-visual representative, library representative, hospitality chairman, etc.
- Performs other duties as designated or assigned by the Coordinator of Special Education.

EMPLOYMENT STANDARDS:

Education: ~~A Bachelor's Degree and graduate level training in special education.~~ (Human Resources need to update as per current state requirements.)

RESOURCE SPECIALIST

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Experience:	Prior experience is desirable. Prior job related experience is desired.
Credentials:	Special Education Credential and Certificate of Competence as required by California law. (Human Resources need to update as per current state requirements.)
Licenses:	A California driver's license and willingness to use own vehicle.
Knowledge and Abilities:	Ability to promote and maintain professional and human relationships among members of the school community. Knowledge of a wide variety of instructional strategies for the remediation of individuals with exceptional needs.

KNOWLEDGE AND ABILITIES:

Agrees that all children are able to learn and is willing to assure that this takes place. Demonstrates knowledge regarding the exceptionalities of the students served and appropriate specific instructional methods and strategies to meet their needs. Demonstrates knowledge and training in curricular areas. Demonstrates familiarity with a variety of appropriate assessment instruments. Possesses working knowledge of the IEP process as well as a clear understanding of special education regulations and guidelines. Displays a positive, flexible attitude toward program and students served in the RSP program. Provides individualized instruction to meet the needs of each exceptional student. Directs the work of an instructional assistant. Works cooperatively and communicates effectively with all special education support staff, administrators, general education teachers and other personnel in the best interests of each student. Develops and maintains successful relations with students, parents, colleagues and supervisors. Possess the skills and attitude to be a successful team member on a school site.

Revised: May 19, 2009

SCHOOL PSYCHOLOGIST

JOB SUMMARY:

Under the direction of an Assistant Superintendent the Director of Special Education and Pupil Services or designee and the immediate supervision of the site principal, the School Psychologist serves as a member of the Individualized Educational Planning Team; performs assessments and assists the IEP team in identifying needs, instructional goals, and program placement. Additionally, the School Psychologist performs designated instructional services for students whose Individualized Educational Program specifies psychological services and makes available consultation services to parents and school staff.

EXAMPLES OF MAJOR DUTIES AND RESPONSIBILITIES:

~~As a member of the multi-disciplinary individualized educational planning teams, selects appropriate assessment methods and instruments, assesses general ability, academic performance, adaptive behavior, psychomotor skills, and social and emotional status; observes student behavior and learning characteristics in appropriate settings as part of the assessment procedure; prepares written reports of assessment findings; presents and interprets assessment data; assists in determining individual educational needs, specifying educational goals, and recommending placement; performs designated psychological services specified in Individualized Educational Programs such as designing and implementing parent education programs as required; and performs other duties as assigned.~~

- Selects appropriate assessment methods and instruments as part of a multi-disciplinary individualized educational planning team.
- Assesses general ability, academic performance, adaptive behavior, psychomotor skills and social/emotional status of students including performing Functional Analysis Assessments or Functional Behavioral Assessments.
- Observes student behavior and learning characteristics in appropriate settings as part of the assessment process.
- Prepares written reports of assessment findings following District procedures.
- Presents and interprets assessment data.
- Serve as multidisciplinary IEP team member.
- Assists in determining individual educational needs, specifying goals/objectives and recommending placement.
- Performs designated psychological/counseling services specified in IEPs for students and parents. Monitor student progress on IEP goals/objectives for which he/she is responsible and report progress to parents as per District procedure.
- Acts as the Behavior Intervention Case Manager as per District procedures.
- Serves as a leader in the development of Behavior Support Plans and Positive Behavior Intervention plans.
- Review records and conduct student and staff interviews in preparation for Manifestation Determination IEP meetings.
- Design and implement parent education programs as required.
- Communicates and consults effectively with parents, general and special education teachers as needed.
- Presents with an attitude of dedication, commitment, enthusiasm, and excellence toward students with exceptional needs.

SCHOOL PSYCHOLOGIST

Page 2.

OTHER DUTIES AND RESPONSIBILITIES:

- Attends IEP meetings, student assistance team meetings, faculty meetings, in-service meetings, team meetings, grade level meetings or department meetings as indicated.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self selected professional growth activities.
- Is aware of and meets requirements and standards of the specific job as interpreted through local school district board policy, county regulations and the state Education Code.
- Maintains good public relations through involvement in such activities as PTA meetings, Halloween Carnivals and holiday programs.
- Serves in various capacities at the school or the district level when required, such as providing in-service, reporting to the Board of Trustees and participating in school or district committees.
- Shares in sponsorship of student activities and participates in faculty committees.
- Will be available to serve as a consultant specialist in the area of behavior.
- Performs other duties as designated or assigned by the Coordinator of Special Education.

EMPLOYMENT STANDARDS:

Education:	A Master's degree with advanced study in psychology. (Human Resources need to update as per current state requirements.)
Experience:	Prior teaching experience is desired Prior job related experience is desired.
Credential(s):	An authorization to perform psychological services under either a General Pupil Personnel Services Credential or a Standard Designated Services Credential. (Human Resources need to update as per current state requirements.)
Knowledge and Abilities:	Knowledge of special education programs and instructional strategies; ability to work cooperatively with fellow professionals.
Licenses:	A California Class III driver's license and the ability to qualify for and maintain qualification for district vehicle insurance coverage. A California driver's license and willingness to use own vehicle.

KNOWLEDGE AND ABILITIES:

Knowledge of special education programs and instructional strategies. In-depth knowledge of current behavior management principals and trends. Demonstrated ability to be flexible and dependable in implementing job responsibilities. Demonstrated skill in interpersonal relationships. Ability to work cooperatively with fellow professionals.

Revised: May 19, 2009

Draft Revision 4.13.06

SPECIAL CLASS TEACHER

JOB SUMMARY:

The Special Class Teacher under the general direction of the Director of Special Education and Pupil Services and the immediate supervision of the site principal, the Special Class Teacher provides consultation, coordination, planning, curricular resources, evaluation, remediation, and direct instructional services for students with exceptional needs who are placed in a special education program for the majority of the school day.

EXAMPLES OF MAJOR DUTIES AND RESPONSIBILITIES:

~~Assists the Individualized Educational Planning Team in designing an Individualized Educational Program (IEP) for students with exceptional needs who are to be assigned to the special class for the majority of their school day; provides direct instruction and services for pupils whose needs are identified in a written IEP developed by the Individualized Educational Planning Team; carefully monitors the IEP of each student placed in the special class and assumes responsibility for contacting and consulting with parents and Individualized Educational Planning Team about indicated changes in the IEP; provides for short term objectives as specified in Special Education Procedural Guide; identifies and secures special materials and instructional models pertinent to individual needs; provides consultation relating to pupil assessment, specialized instruction, management, and guidance to parents, regular teachers, and aides; and coordinates the IEP with regular teachers for mainstreamed students.~~

- Assesses and diagnoses student needs and progress of each individual student as part of the ongoing instructional model as well as for formal evaluation processes as required. Writes assessment reports as per District procedures.
- Case manages timelines, meetings and triennial reviews for each student placed in the special class.
- Adheres to District, State and federal timelines/regulations as required.
- Coordinates and chairs IEP meetings for special class (SDC) students on caseload.
- Develops the proposed IEP, with input from appropriate DIS staff, for each student placed in the special class for consideration of the entire IEP team at IEP meetings.
- Provides direct instruction and services for pupils whose needs are identified in a written IEP developed by the IEP Team in small, large and individual grouping settings as indicated.
- Designs instruction to meet individual student needs, utilizing research-based special materials and instructional models.
- Focuses instruction to help assure students progress toward short-term objectives and standards-based long-term goals.
- Communicates and consults effectively with parents, general ed teachers, support staff, aides and administrators regarding needs and progress of each individual student towards attainment of IEP goals/objectives.
- Reports to parents on student progress towards IEP goals/objectives as required by District procedures.

SPECIAL CLASS TEACHER

Page 2.

- Consults with IEP team members and parents about changes needed in the IEP based on student progress.
- Works with support staff, administrators, parents and general ed teachers to develop behavioral support strategies/plans to prevent and modify student behavioral responses that interfere with student progress.
- Manages classroom environment and directs instructional assistants to provide supportive learning opportunities for each student.
- Communicates effectively and provides support to general ed staff to facilitate student success in mainstreamed general education environments as appropriate.
- Presents with an attitude of dedication, commitment, enthusiasm and teaching excellence toward students with exceptional needs.
- Demonstrates a positive, assertive approach to discipline, maintaining standards of pupil behavior needed to achieve a functional learning atmosphere in the classroom.
- Completes all reports as required, including student evaluation, inventories, orders, program evaluation and lesson plans.
- Remains flexible in accommodating the needs of students and staff.
- Prepares for and supports transition for student moving to Grossmont Union High School District.

OTHER DUTIES AND RESPONSIBILITIES:

- Attends faculty meetings, in-service meetings, team meetings, grade level meetings or department meetings as indicated.
- Is aware of and meets requirements and standards of the specific job as interpreted through local school district board policy, county regulations and the state Education Code.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self selected professional growth activities.
- Administers and scores such standardized tests as may be required by the school, the district or the State Department of Education.
- Performs basic attendance accounting as required
- Maintains good public relations through involvement in such activities as PTA meetings, Halloween Carnivals and holiday programs.
- Serves in various capacities at the school or the district level when required such as reporting to the Board of Trustees and participating in school or district committees.
- Selects and requisitions books, instructional materials and supplies and maintains required inventory records.
- Supervises students in out-of-classroom activities during the assigned working day as required.
- Shares in sponsorship of student activities and participates in faculty committees.
- Completes all reports as required, including student evaluation, inventories, orders, program evaluation and lesson plans.
- Will be available to serve as a consultant, if he or she is a teacher who is a specialist in a specific subject area.

SPECIAL CLASS TEACHER

Page 3.

- Performs other duties of an adjunct nature, which are necessary to smooth operation of the school such as audio-visual representative, library representative, hospitality chairman, etc.
- Performs other duties as designated or assigned by the Coordinator of Special Education.

EMPLOYMENT STANDARDS:

Education:	A Bachelor's degree in education with additional study in special education; Master's degree is desirable. (Human Resources needs to update as per current state requirements.)
Experience:	Job related experience is desirable Prior job related experience is desired.
Credentials:	Special Education Credential as required by California law. (Human Resources needs to update as per current state requirements.)
Knowledge and Abilities:	Ability to direct the work and of an instructional aide and to work cooperatively with all special education and support staff, administrators, and other personnel in the best interests of each child.

KNOWLEDGE AND ABILITIES:

Agrees that all children are able to learn and is willing to assure that this takes place. Demonstrates knowledge regarding the exceptionalities of the students served and appropriate specific instructional methods and strategies to meet their needs. Demonstrates knowledge and training in core and specialized curricular areas. Demonstrates familiarity with a variety of appropriate assessment instruments. Possesses working knowledge of the IEP process as well as a clear understanding of special education regulations and guidelines. Displays a positive, flexible attitude toward program and students served in the SDC program. Provides individualized instruction to meet the needs of each exceptional student. Directs the work of an instructional assistant. Works cooperatively and communicates effectively with all special education support staff, administrators, general education teachers and other personnel in the best interests of each student. Develops and maintains successful relations with students, parents, colleagues and supervisors. Possess the skills and attitude to be a successful team member on a school site.

Revised: May 19, 2009

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.

BACKGROUND:

On December 18, 2008, the Board of Education authorized the Fiscal Crisis and Management Assistance Team (FCMAT) to proceed with a Transportation study. The study was designed to provide recommendations to improve the efficiency of District transportation services.

On April 21, 2009 the FCMAT team presented a summary of their findings in a report to the Board. Attached are the recommendations contained in the report.

RECOMMENDATION:

The Superintendent will discuss the FCMAT recommendations with the Board and this information will be recorded in order to transition any goals and objectives the District may have for next year to the new Superintendent. Action is at the Board's discretion.

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

FISCAL IMPACT:

The FCMAT Transportation Department study identifies potential efficiency savings; however, the investment needed to access these savings depends on the recommendations that are implemented.

STUDENT ACHIEVEMENT IMPACT:

Transportation resources and efficiencies are aligned with supporting student achievement goals.

Motion:		Second:		Vote:		Agenda Item E.1.1.
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Recommendation Summary from the Transportation FCMAT Report
April 21, 2009

I. COMMUNICATION STRATEGIES FOR ALTERNATIVE TRANSPORTATION SERVICES

The district should:

- A. Develop effective communication strategies regarding in-lieu transportation such as the following:
- Develop administrative regulations to offer in-lieu transportation reimbursement to parents as a possible solution to specific special education transportation needs. Clear guidelines should be provided, detailing when in-lieu transportation can be used.
 - Provide training for all district staff members to ensure an understanding of the options available through in-lieu transportation.
 - Incorporate section on transportation in the special education handbook that provides guidance to the staff and IEP teams regarding the use of in-lieu transportation.
 - Provide IEP teams with training that includes collaboration and consensus-building regarding transportation decisions among parents, educators and transportation personnel.
 - Include in-lieu transportation options and guidelines in the parent handbook and district Web site.
 - Ensure that resource parents, whose role provides direct support and information for parents of students with disabilities, are trained to provide information about transportation as a related service on the IEP, including in-lieu transportation services.

2. DISTRICT BELL SCHEDULE (See attached recommended bell schedule.)

The district should:

- A. Consider the benefits of standardizing the master bell schedule to create a minimum of two tiers of school start and dismissal times, allowing for a minimum of 45 minutes between tiers.
- B. Begin discussions with all affected parties on the financial savings and expanded professional development that could be realized by agreeing on a central modified day master calendar for all school sites.
- C. Increase communication with all affected parties regarding the development of the transportation operating budget, the operational challenges that are faced in routing and how these challenges are affected by the district's school site bell schedules and common collaboration days.

3. ROUTING METHODOLOGY FOR GREATER EFFICIENCY

The district should:

- A. Evaluate the financial impact on the general fund of recognizing specific types of safety and road hazards, necessitating the existence of regular education home-to-school transportation. When addressing traffic safety concerns, the district should establish a clear administrative procedure to specify when transportation services may be provided as an exception for students living in a nontransportation zone. Specific types of safety concerns should be identified.
- B. Establish a board policy on providing regular education home-to-school student transportation using transportation and nontransportation zones for each school based on a determined radius measurement.
- C. Create an administrative procedure that provides clear instructions on the application of regular education home-to-school student transportation.
- D. Develop all parent in-lieu contracts based on a developed board policy and administrative procedure. The transportation program should review these contracts annually to ensure that the implementation these contracts continue to be in the district's financial interest.
- E. Study the benefits for students and the operational cost savings of regionalizing or clustering some offerings in the special education program.
- F. Review the benefits of implementing specific computer software systems to help in routing, maintaining vehicles, keeping safety and training records, scheduling field trips and keeping time for employee.
- G. Evaluate the special education program to ensure students are placed in a home school program when appropriate.

4. FISCAL IMPACT OF BARGAINING CONTRACT PROVISIONS

The district should:

- A. Study the financial impact of contractually limiting "sitting time" to 30 minutes or less for bus drivers.

5. VEHICLE MAINTENANCE

The district should:

- A. Determine whether any additional cost savings could be realized by contracting with a fuel provider to fill the district's fleet of vehicles on the premises as needed.
- B. Contact the vehicle maintenance programs of neighboring school districts to discuss the possibility of entering into an outside repair contract to reduce outside repair expenses.
- C. Evaluate the benefits of more effectively tracking and calculating vehicle maintenance repair and labor costs by using industry-standard vehicle maintenance software packages.
- D. Re-evaluate the decision to reduce the vehicle mechanic staffing level by one half-time position so that only one full-time mechanic would be left to service and repair vehicles.

6. OTHER AREAS OF POTENTIAL SAVINGS

The district should:

- A. Attempt to negotiate with the county's RCS agency to become a partner instead of a customer, reducing the annual expense by more than half and maintaining the high level of coverage and flexibility the RCS offers.
- B. Survey parents to determine whether decreasing participation in the district's Project Safe program is caused by access to district-provided transportation to the YMCA's after-school program. The district should determine whether the revenues lost in Project Safe are greater than the revenues gained through the transportation contract with the YMCA.

COMMUNICATION STRATEGIES FOR REDUCTION IN TRANSPORTATION SERVICES

The district should:

- A. Provide information on plans to reduce transportation through community information meetings at regional locations in the district. This will provide parents with the opportunity to ask questions and address concerns and will give the district the opportunity to ensure that accurate information is provided.
- B. Ensure all parents affected by transportation reductions receive notification of the change, the rationale and any options available regarding this issue.
- C. Operate a hot line for approximately two months after the notification so that parents can call with questions or clarification. This number should also be posted on the district Web site and should provide direct access to someone briefed on the changes or reductions. Responsiveness is the key to the communication of these changes.

District Bell Schedule

The district has nine schools and one alternative education program, Santee for Success. Daily home-to-school transportation services are offered at five schools for regular education transportation and all sites for special education transportation. Five schools, including Santee for Success, have no home-to-school regular education transportation service. Eight schools serve kindergarten through eighth-grade students, and one site serves students in kindergarten through sixth grade.

District data on daily one-way student ride counts shows that approximately 307 regular education students receive home-to-school transportation, and an additional 157 students receive transportation as a related support service identified through their Individualized Education Program (IEP) for special education.

The district bell schedule is difficult for the transportation program to support efficiently. All nine schools, including the alternative education program, start within 55 minutes of each other. The district has the following four tiers of start times:

Tier I		
CHET F. HARRITT SCHOOL (k-8)	Start	End
Kindergarten - Grade 3	7:45	1:50
Grades 4 - 8		2:30
Modified Day		12:30
Minimum Day		12:30
HILL CREEK SCHOOL (k-8)	Start	End
Kindergarten - Grade 3	7:45	1:36
Grades 4 - 6		2:01
Grades 7 - 8		2:06
Minimum Day		11:45
CARLTON HILLS SCHOOL (k-8)	Start	End
Kindergarten - Grade 3	7:50	1:35
Grades 4 - 6		2:00
Grades 7 - 8		2:11
Minimum Day		12:05
Tier II		
PROSPECT AVENUE SCHOOL (k-8 SP)	Start	End
Kindergarten - Grade 3	8:00	2:00
Grades 4 - 8		2:30
Modified Day		1:00
Minimum Day		11:45
CAJON PARK SCHOOL (K-8)	Start	End
Kindergarten	8:00	1:40
Grades 1 - 3		1:45
Grades 4 - 8		2:10
Minimum Day		11:45
Modified Day (Kindergarten Only)		12:00

Tier III		
PEPPER DRIVE SCHOOL K-8 (SP)		
Kindergarten	Start 8:30	End 1:30
Grades 1 - 3 & Grades 6 - 8		2:35
Grades 4 - 5		3:05
Modified Day & Minimum Day		
Kindergarten		12:20
Grades 1 - 3		12:50
Grades 4 - 5		12:55
Grades 6 - 8 (No Modified Day)		1:00
RIO SECO SCHOOL (k-8)		
Kindergarten	Start 8:30	End 2:00
Grades 1 - 3		2:35
Grades 4 - 8		3:05
Modified Day		12:45
Minimum Day		12:45
SANTEE SUCCESS PROGRAM (5-8)		
Grades 5 - 8	Start 8:30	End 3:00
Minimum Day		1:00
CARLTON OAKS SCHOOL (K-8)		
Kindergarten - Grade 3	Start 8:32	End 2:35
Grades 4 - 6		3:05
Grades 7 - 8		3:10
Modified Day Grades 7 - 8 End at 12:40		12:35
Minimum Day Grades 7 - 8 End at 12:40		12:35
Tier IV		
SYCAMORE CANYON SCHOOL (K-6)		
Kindergarten	Start 8:40	End 2:00
Grades 1 - 3		2:20
Grades 4 - 8		2:45
Minimum Day Grades 4 - 6 End at 12:35		12:30

Individual school modified days, defined as days with reduced instructional minutes to allow for staff collaboration and in-service, are unique to each school site. A review of school calendars indicates that schedules may even be unique between grade groupings at the same school. There is no systematic approach to scheduling modified days in coordination with all district school sites. The collective bargaining unit contract allows teachers to establish instructional minutes that allow for a modified day calendar at each site. Grade groupings within a school site may choose independent modified day calendars specific to their groupings. As a result, school sites independently select modified day calendars to meet the individual needs of school site teaching staffs. This prohibits any type of district-driven coordination as well as districtwide grade groupings. The district should consider developing a standard districtwide modified day calendar. This could help reduce the number of transportation routes required and enhance bus scheduling, allowing for more timely service.

Discussion and/or Action Item E.1.2. Budget Update Following the May Revise
Prepared by Dr. Lis Johnson
May 19, 2009

BACKGROUND:

The Governor has publicized information for the May Revise on May 14, 2009. (See attached) Tonight the Superintendent will present information about the May Revise from the Governor and the potential impact of a \$15B to \$23B shortfall. Further impact to the District may be realized when the results return from the May 19, 2009 special election.

RECOMMENDATION:

The Superintendent will discuss with the Board proactive action that needs to be taken to balance the 2009-2010 budget with a shortfall for the District anticipated to be in the range of \$3.8M to \$4.7M at time of publication of the board packet. Details of concrete potential reductions can be unveiled at the June 2, 2009 meeting, once the May 19, 2009 special election results of revenue initiatives are known.

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 of future budget reductions for 2009-2010 is anticipated to incur a \$600-\$750 per student reduction in revenue for the District. (These are the County Office of Education estimates at the time of this publication.)

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.1.2.
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Discussion and/or Action Item E.2.1. Monthly Financial Report
Prepared by Bill Clark
May 19, 2009

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period April 1, 2009 through April 30, 2009 for the Board of Education's review or comments. The statements were prepared on a cash and modified accrual basis and included are the District's monthly revenue, expenditure, and cash activities.

RECOMMENDATION:

It is requested that the Board of Education review and comment on the Monthly Financial Report. It is recommended that the Board of Education approve the Monthly Financial Report, as presented.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$1,711,035. Cash receipt revenues of \$15,532,171, and disbursements of \$8,681,171 are reflected for the period of April 1, through April 30, 2008, resulting in an ending cash balance of \$8,562,035** as of April 30, 2008.

**This amount includes the County Treasury Loan of \$7,723,849 which is to be used to bridge the cash flow gap for operating expenditures because of State fiscal deferrals. (This does not reflect capital revenue or expenditures.)

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.



STUDENT ENROLLMENT

Santee School District has experienced a decline in enrollment since the 1998-99 fiscal year. While the District continues to project a 2 percent decline in student population for financial planning purposes, the District's 2008-09 opening school enrollment was 6,341, a 1.27% increase over the 2007-08 October State (CBEDS) reported enrollment of 6,254.

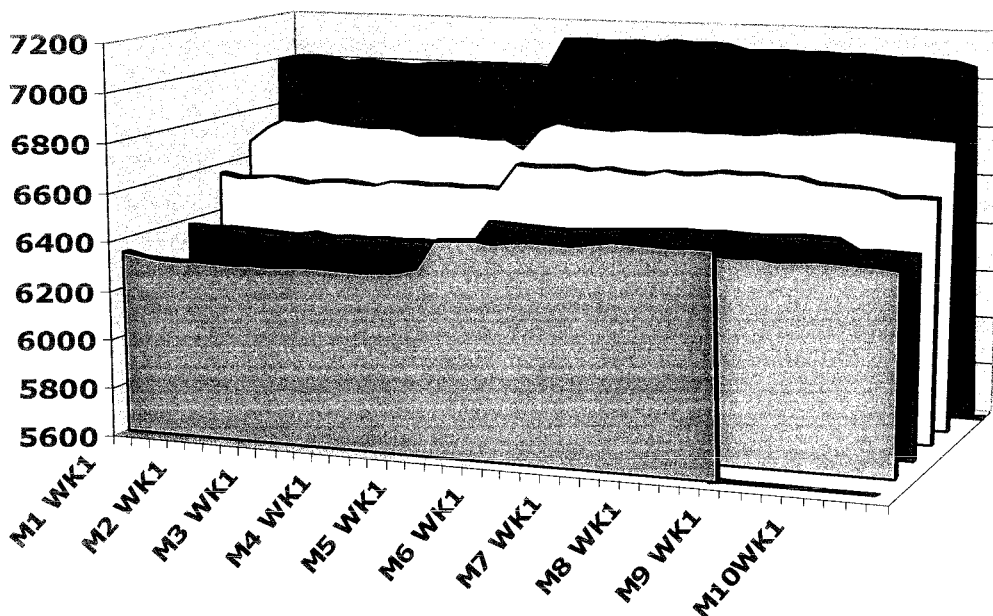
The graph below shows the enrollment by week of the current year as well as the prior five years. This marks the first year in eight years where beginning enrollment exceeds enrollment in the prior year.

Historically, enrollment experiences little change between the beginning of the school year and winter break. The trend shows an increase in January due to the beginning of the Early Admittance to Kindergarten (EAK) program.

As of April 2009, the enrollment is 6,493. This is an increase of 75 students from April 2008, or approximately 1.15% of the enrollment.

Enrollment Trend

- 2008-09
- 2007-08
- 2006-07
- 2005-06
- 2004-05
- 2003-04





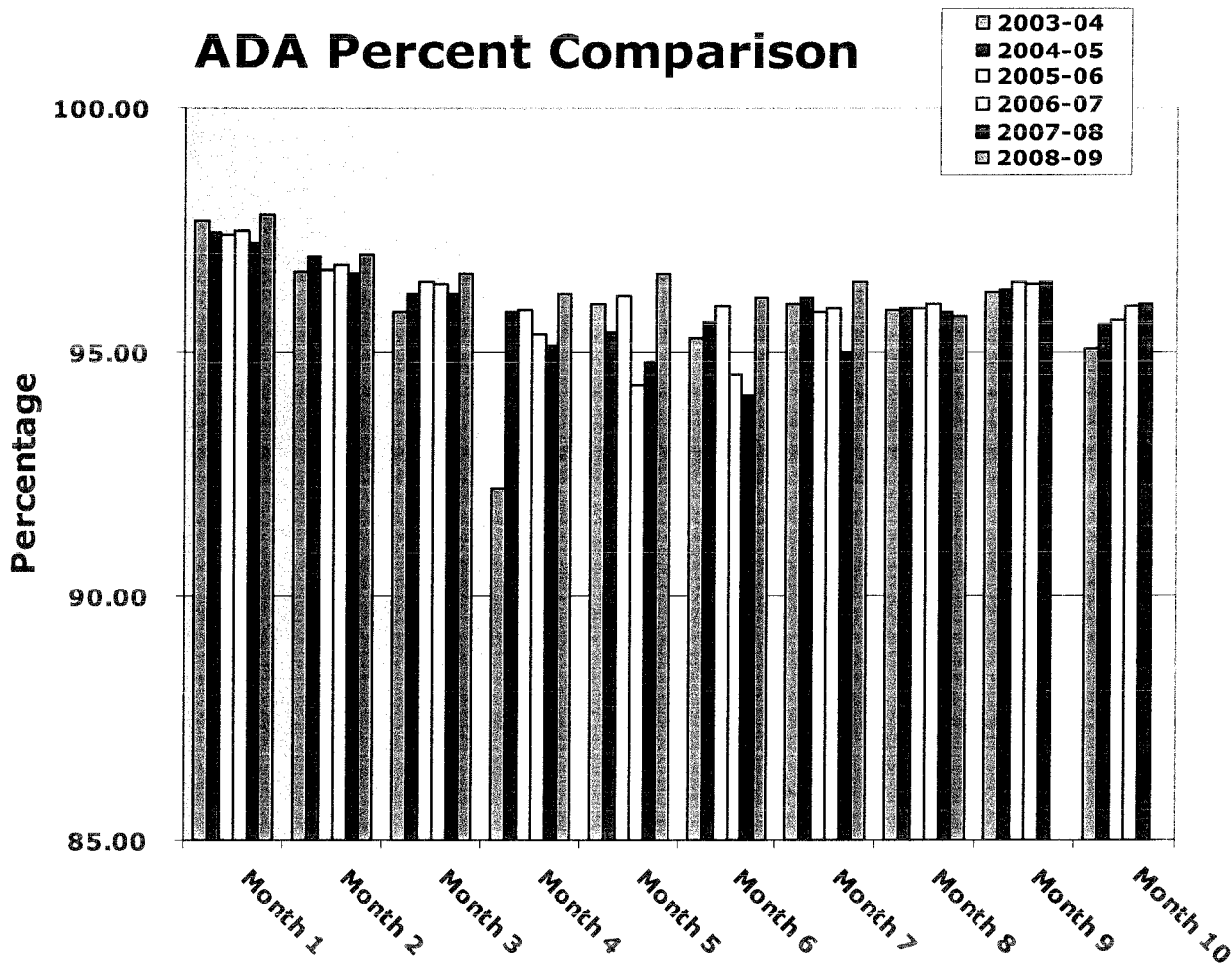
STUDENT ATTENDANCE

During the 2004-05 fiscal year, the District pursued a number of student attendance improvement initiatives. These efforts resulted in significantly improved average daily attendance.

The comparative results for the District for the beginning of the 2008-09 year shows an decrease of .07 from the same time last year.

Month 8 attendance shows 95.73% for this year while attendance for 2007-08 showed 95.80%.

Administration is working with site personnel to monitor attendance incentive progress in the 2008-09 fiscal year.





CASH SUMMARY

General fund cash balances tend to follow the revenue collection pattern, declining to a low point in November and June of each fiscal year.

This year the District was eligible to issue and received a TRANS in the amount of \$5.0 million. These funds will assist the District with the delayed state budget and modernization cash flow requirements.

January expenditures are higher due to insurance deposits for the new carrier of \$375,000 and \$75,000 due to the timing of utility payments.

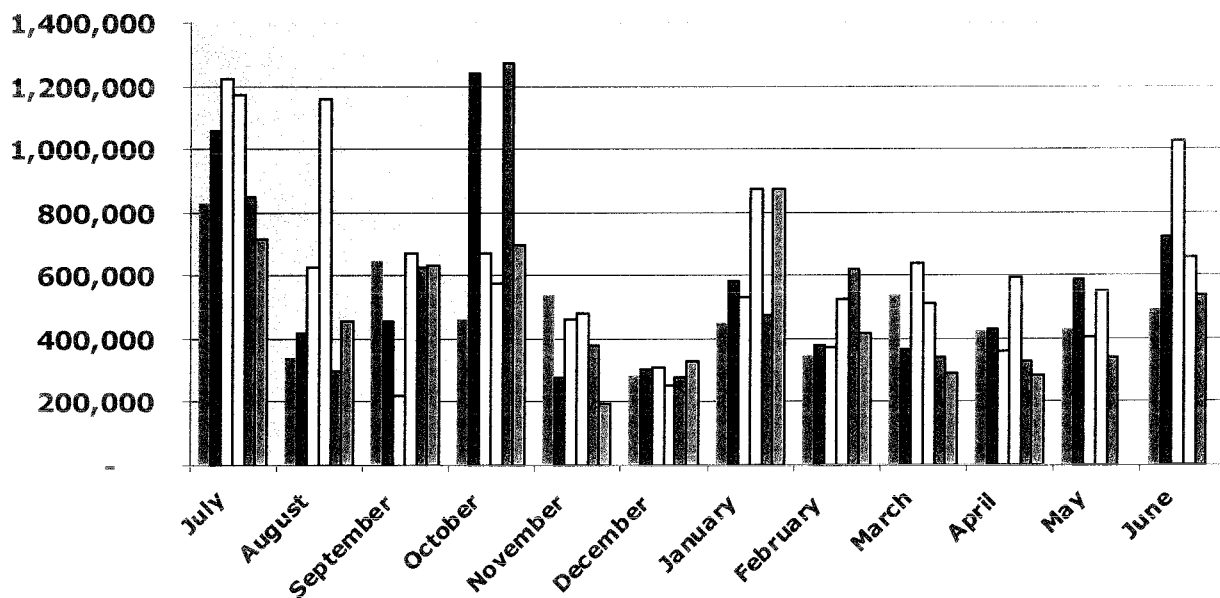
FUND BALANCE

The Fiscal Staff continues to monitor the budget and make necessary adjustments to allow for changes in estimated costs.

Total General Fund Balance reserves of \$1,972,621 include restrictions and designations for prepaid expenditures of \$220,153, stores inventory of \$50,277 revolving cash of \$15,000, and program carryover of \$256,462. There is a reserve for economic uncertainty of \$1,040,972.

Commercial Warrants

■ 2003-04	■ 2004-05	□ 2005-06
□ 2006-07	■ 2007-08	■ 2008-09





MONTHLY FINANCIAL REPORT - APRIL

4

CASH REPORT FOR APRIL 30, 2009

Beginning Cash Balance as of March 31, 2009 \$1,711,035

INCOME

A. Revenue Limit Sources			
		\$	
	Basic Equalization	1,596,307	
	Tax Apportionment	2,740,650	4,336,957
B. Federal Income			
	Federal Funding	197,870	
			197,870
C. State Income			
	State funding	1,198,701	
			1,198,701
D. Local Income			
	Other Local Income	1,743,806	
	Spec ED	230,959	
	Community Day	(5,205)	
	GATE	2,098	
	EIA	34,301	
	HTS	24,347	
	Transportation	44,488	
	County Treasury Loan	7,723,849	
	Interest		9,798,643
E. Due to/Due from other funds			

TOTAL INCOME \$15,532,171

Beginning Balance Plus Income \$17,243,206

DISBURSEMENTS

		\$	
F.	Commercial Warrants	282,012	
G.	Payroll Warrants	3,170,407	
H.	Statutory Employee Benefits	373,342	
I.	Health & Welfare	307,816	
J.	Liabilities	113,640	
K.	TRANS Payment	2,587,257	
L.	Treasury Loan Payment	1,846,697	

TOTAL DISBURSEMENTS \$ 8,681,171

Ending Cash Balance as of April 30, 2009 \$8,562,035



Discussion and/or Action Item E.2.2.
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

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

BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following goals:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Budget Revisions
Revisions through April 30, 2009
2008-09 Revised Adopted Budget**

2008-09 Beginning Balance	6,778,820
2008-09 Estimated Income	49,488,222
2008-09 Estimated Expenditures	(50,215,794)
2008-09 Restricted Programs	(3,678,627)

Estimated Ending Balance As Of June 30, 2009 **\$2,372,621**

Components of Ending Balance

<u>Board/Restricted/State Designated Carryover</u>	
Prepaid Expense (VEBA 220,153)	220,153
Stores Inventory	50,277
Revolving Cash	15,000
Program Carryover	256,462
March 3 Mid-year Reductions	759,028
Estimated Uncommitted Ending Balance	\$1,071,701
3% Reserve for Economic Uncertainty	\$1,040,972
Total Estimated Uncommitted Ending Balance	\$30,729

Discussion and/or Action Item E.2.2.
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

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

BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following goals:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of this page is blank]

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

SANTEE SCHOOL DISTRICT:

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

ATTEST:

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

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Education of the
Santee School District

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

I, Barbara L. Ryan, Clerk of the Board of Education of the Santee School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 0809-39 of such Board and that the same has not been amended or repealed.

Dated this 19th day of May, 2009.

Clerk, Board of Education of the
Santee School District

EXHIBIT "A"

FORM OF INDENTURE

APPENDIX "B"

FORM OF NOTE PURCHASE AGREEMENT

EXHIBIT "C"

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT "D"

2009 GENERAL OBLIGATION BOND ANTICIPATION NOTES
OF THE SANTEE SCHOOL DISTRICT

ESTIMATED COSTS OF ISSUANCE*

Underwriter's Discount (not to exceed)	1.00 % of par amount of Notes*	
Credit Enhancement (if purchased)	20 basis points (0.20) on par amount*	
<u>Firm</u>	<u>Role/Service</u>	<u>Cost Est.*</u>
Bowie, Arneson, Wiles & Giannone	Bond Counsel	\$54,905.00
	District Counsel Opinion	3,000.00
	Expenses	3,000.00
Orrick, Herrington & Sutcliffe	Disclosure Counsel	36,000.00
Dolinka Group, LLC	Financial Consultant	96,253.04
California Financial Services	Program Manager	75,000.00
Standard & Poor's	Rating	15,000
TBD	Printing	10,000
TBD	Trustee	5,000
U.S. Bank	COI Custodian	500
Contingency		10,000

*All costs of issuance listed herein are estimates. Such figures are estimates and shall not constrain or limit the District as to the issuance and sale of the 2009 Notes pursuant to the directives and conditions set forth in District Resolution No.0809-39.

BOARD POLICIES AND BYLAWS Item F.

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

Board Policies and Bylaws Item F.1.1.
Prepared by Dr. Lis Johnson
May 19, 2009

First Reading: New BP 3515.1
Safety During School Hours: Securing Gates

BACKGROUND:

The Superintendent developed this policy to provide a procedure and a directive for site administrators, and/or their designees, at all school campuses to maintain school safety by locking school gates 20 minutes after school begins and maintaining the locked status when exiting and entering gates during school hours.

A policy for this purpose is necessary in order to deter school disruptions to the learning environment from unknown sources and to prevent unwelcome visitors from entering campuses to maintain safety.

RECOMMENDATION:

Administration recommends the Board review and discuss new Board Policy 3515.1. New Board Policy 3515.1 is submitted for a first reading and will return for a second reading and adoption on June 2, 2009.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact to implement this policy was reviewed at the Board Workshop on May 2, 2009. The Board approved \$14,000 for fencing. Two Phase I schools (Carlton Oaks and Rio Seco) will need a retrofit in the future to provide public access only through the school office at an estimated cost of \$10,000 per school.

STUDENT ACHIEVEMENT IMPACT:

Securing the school grounds during the school day provides an safe and effective learning environment which directly impacts student achievement.

ADD DRAFT POLICY ATTACHMENT

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

SANTEE SCHOOL DISTRICT
9625 CUYAMACA STREET
SANTEE, CALIFORNIA 92071 -2674
(619) 258-2300

SAFETY DURING SCHOOL HOURS
SECURING GATES

It is the policy of the Santee School Board to provide for a safe and secure school campus. During school hours, employees and students need to be assured that schools are not open to unknown visitors, intruders or distractions that impede learning. Fences with lockable gates are constructed around the entire perimeter of each school in order to protect the school campus during times when school is in session.

In order to create a consistent security procedure for all of Santee schools, it is the policy of the Santee School District Board that all school principals or their designee are responsible to establish guidelines to secure all school gates in the following manner:

1. All gates to school campuses shall be locked twenty minutes after the start of the school day. Schools that do not have an exterior office door may leave only the gate nearest the school office unlocked for access during the school day.
2. Gates shall be opened twenty minutes prior to school dismissal times.
3. When school is not in session and students are not on campus, a procedure shall be developed by the school principal to lock the school premises.
4. The Principal shall designate which staff shall have keys to the gates. Once these keys are distributed, any staff member who opens a gate(s) during school hours for ingress and/or egress is responsible for locking the gate(s) during school hours as they transition in and out of the school. It is advisable for the Principal to have an inventory of staff keys on site.
5. District office personnel (Administration) are responsible for disseminating keys to league coaches as assigned to specific schools. All league personnel shall be advised by District Office personnel of the gate lock policies of the Santee School District.

An exception to the twenty minute gate lock rule is designated for days when schools have special activities such as promotion ceremonies, open houses, back to school schedules, and other festive events. It is advisable for all principals or their site designees to develop an annual calendar and note days when the gate locking procedure is deemed to be flexible.

Adopted: _____

Prepared by Emily Andrade
May 19, 2009

BACKGROUND:

At the April 21, 2009 Board meeting, administration requested Board input regarding proposed revisions to Board Policy 5132 and Administrative Regulation 5132, Dress and Grooming. The Board recommended changes to the language in the Board Policy and Administrative Regulation.

RECOMMENDATIONS:

This evening administration is presenting the revised Board Policy 5132 for a second reading. Administrative Regulation 5132 is also included for Board review. Administration recommends Board approval of BP 5132.

FISCAL IMPACT:

There is no fiscal impact to the district.

STUDENT ACHIEVEMENT IMPACT:

Dress code standards can positively influence the learning environment and student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.2.1.

SANTEE SCHOOL DISTRICT
9625 CUYAMACA STREET
SANTEE, CA 92071-2674
(619) 258-2300

DRESS AND GROOMING

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

Gang-Related Apparel and Racial or Ethnic Symbols

Gang related apparel or clothing with racial or ethnic symbols is prohibited.

~~The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Prohibited dress would also includes garments displaying logos of racist groups, obscene language, vulgar gestures, racist, ethnic or sexist slurs. Such a dress code may be should be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.~~

Uniforms

In order to promote student safety and discourage theft, peer rivalry and/or gang activity, the principal, staff and parents/guardians at a school may establish a reasonable dress code requiring students to wear uniforms. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

If a school's plan to require uniforms is adopted, the Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically,

otherwise discriminated against or denied attendance to school if their parents/guardians so decide.

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms.

Legal Reference:

EDUCATION CODE

35183 School dress codes; uniforms

35294.1 School safety plans

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

302 Pupils to be neat and clean on entering school

Hartzell v. Connell (1984) 35 Cal. 3d 899

Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251

Marvin H. Jeglin et al v. San Jacinto Unified School District et al 827 F.Supp. 1459 (C.D. Cal. 1993)

Administrative Regulation Reference: 5132

Adopted: September 7, 1993

Amended: June 27, 2000, April 19, 2005

SANTEE SCHOOL DISTRICT
9625 CUYAMACA STREET
SANTEE, CA 92071-2674
(619) 258-2300

DRESS AND GROOMING

BACKGROUND

~~This procedure will assist schools in contributing to a productive learning environment by establishing guidelines for appropriate dress and grooming of students.~~

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Governing Board district policy and administrative regulations. These school dress codes shall be regularly reviewed.

Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day as long as these articles comply with the requirements in this administrative regulation.

PROCEDURE

In addition, The following guidelines shall apply to all regular school activities:

1. ~~For safety purposes, appropriate~~ Appropriate shoes must be worn at all times. Sandals must have heel straps. ~~Flip-flops Thongs~~ or backless shoes or sandals are not acceptable. Heels must be of a reasonable height and not be unsafe in the school environment.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate death, violence, racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors.
- 6.4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, spaghetti straps, off-the-shoulder or low-cut tops, strapless or tube tops, backless shirts, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.

- ~~9.5.~~ Gym shorts may not be worn in classes other than physical education.
- ~~10.6.~~ Hair shall be clean and neatly groomed and the color may not cause a distraction to the educational environment. Hair may not be sprayed by any coloring that would drip when wet.
- ~~3.7.~~ Spiked jewelry and waist chains will not be allowed.
- ~~4.8.~~ Pupils must be cleanly dressed so as not to promote unhealthy or unsanitary conditions.
- ~~5.9.~~ ~~Caps, bBandanas, and sweatbands, and other head coverings~~ shall not be worn unless prior approval is granted by a site administrator ~~due to health or physical education reasons. Site administration may designate specific hats that are appropriate for sun protection. Parents and students should be informed of appropriate sun-protective hats in the student handbook and/or at an annual assembly.~~
- ~~7.10.~~ Overalls are considered pants and must have an appropriate shirt worn underneath.
- ~~8.11.~~ Muscle shirts, tank shirts, or underwear shirts may not be worn. ~~Clothing that is suggestive or revealing will not be allowed.~~
- ~~11.12.~~ Facial piercing shall be limited to the ears only. ~~Any other piercing must be plugged with a skin tone plug (no color).~~
- ~~12.13.~~ Pants must not be worn to expose undergarments or bare skin above the waist.
- ~~13.14.~~ Clothing that is considered nightwear (pajamas and slippers) may not be worn, with the exception of a designated day by the school.

Coaches and Teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control.

The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

Gang-Related Apparel and Racial or Ethnic Symbols

~~At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.~~

~~Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received.~~

~~Gang related apparel or clothing with racial or ethnic symbols is prohibited.~~

~~Annually the District will work with the Sheriff's Department to identify specific logos, designs symbols, verbiage, etc. that are associated with gangs. This information will be provided to the school administration each spring so that families can be informed of the dress code requirements before the end of the school year.~~

Uniforms

In schools where a schoolwide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn.

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy.

Parents/guardians shall also be informed of their right to have their child exempted.

~~The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.~~

~~The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.~~

~~The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.~~

~~Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting.~~

Legal Reference:

EDUCATION CODE

35183 School dress codes; uniforms
35294.1 School safety plans
48907 Student exercise of free expression
49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

302 Pupils to be neat and clean on entering school
Hartzell v. Connell (1984) 35 Cal. 3d 899
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Cal. 4th 251
Marvin H. Jeglin et al v. San Jacinto Unified School District et al 827 F.Supp.
1459 (C.D. Cal. 1993)

Board Policy Reference: 5132

Adopted: September 7, 1993

Amended: June 27, 2000, April 19, 2005, July 18, 2006

Board Policies and Bylaws Item F.2.2.
Prepared by Dr. Lisbeth A. Johnson
May 19, 2009

Second Reading: New and Revised
Board Policies and Bylaws:
BP 3280
BP 3541.2
BP 7123

BACKGROUND:

On July 1-2, 2008, Executive Council and their Administrative Secretaries met for two days July 1 and 2 with Bode Owoyele, Director of Policy Development and Manual Maintenance with the California School Boards Association (CSBA). Executive Council and their Administrative Secretaries, the Superintendent and the Executive Assistant were able to review all of the CSBA and District policies. In this review, Administration has included edits and added selected CSBA policies to the District list of policies based on new guidelines and laws.

Following Board discussion, the Board requested Administration to schedule dates for Board members to review any or all of the existing, new, and revised Board Policies. Board members were provided the opportunity to review the policies on:

- January 12, 2009
- January 27, 2009
- March 5, 2009.

The following policies were requested to be reviewed separately from the group of policies and administration presents these policies to the Board for a second reading and approval:

- New BP 3280 – Sale, Lease, Rental of District-Owned Real Property (CSBA)
- New BP 3541.2 – Transportation for Students with Disabilities (CSBA)
- Current BP 7123 – School Size (Board review)

RECOMMENDATION:

Board Policies 3280; 3541.2; and 7123 are presented to the Board of Education for a second reading and approval of the policies is requested.

FISCAL IMPACT:

On February 5, 2008, the Board approved an expense of \$5,445 for the CSBA Board Development Policy Workshop which also included the word processing of a draft and final Board Policy Manual once the Board engages in the complete approval process.

STUDENT ACHIEVEMENT IMPACT:

All Board Policies have an impact on student achievement and updating current thought and legalities is critical to this impact.

Motion: _____ Second: _____ Vote: _____ Agenda Item F.2.2.

SANTEE SCHOOL DISTRICT
9625 CUYAMACA STREET
SANTEE, CA 92071
(619) 258-2300

SALE, LEASE, RENTAL OF DISTRICT-OWNED REAL PROPERTY

The Governing Board believes that the district should utilize its facilities and resources in the most economical and practical manner. To that end, the Superintendent or designee shall periodically study the current and projected use of all district facilities in order to ensure the efficient utilization of space and the effective delivery of instruction in order to maximize student learning.

Upon determination that district property is no longer needed or may not be needed until some future time, the Board shall offer to sell or lease district-owned real property in accordance with priorities and procedures specified in law, including, but not limited to, Education Code 17230, 17464, 17485-17500, and Government Code 54222.

When required by law, the Board shall appoint a district advisory committee to advise the Board in the development of policies and procedures governing the use or disposition of schools or school building space which is not needed for school purposes. (Education Code 17388)

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regular, open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a paper exists. (Education Code 17469)

The Superintendent or designee shall take reasonable steps to provide notification to the former owners of the property of the district's intent to sell it in accordance with Education Code 17470.

At the public meeting specified in the resolution, the Board shall open, examine, and declare all sealed bids. Before accepting any written proposal, the Board shall call for oral bids in accordance with law. The Board may reject any and all bids, either written or

oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. (Education Code 17472, 17473)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17472-17478)

The Superintendent or designee shall ensure that proceeds from the sale, or lease with an option to purchase, of district surplus property are used in accordance with law. (Education Code 17462; 2 CCR 1700)

Legal Reference:

EDUCATION CODE

- 8469.5 Use of school facilities or grounds for school age child care
- 17219-17224 Acquisition of property not utilized as school site; nonuse payments; exemptions
- 17230-17234 Surplus property
- 17385 Conveyances to and from school districts
- 17387-17391 Advisory committees for use of excess school facilities
- 17400-17429 Leasing property
- 17430-17447 Leasing facilities
- 17453 Lease of surplus district property
- 17455-17484 Sale or lease of real property
- 17485-17500 Surplus school playground (Naylor Act)
- 17515-17526 Joint occupancy
- 17527-17535 Joint use of district facilities
- 33050 Request for waiver
- 38130-38139 Civic Center Act

GOVERNMENT CODE

- 54220-54232 Surplus land
- 54222 Offer to sell or lease property
- 54950-54963 Brown Act
- 54952 Legislative body

Administrative Regulation Reference:

Adopted:
Amended:

SANTEE SCHOOL DISTRICT
 9625 CUYAMACA STREET
 SANTEE, CA 92071
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TRANSPORTATION FOR STUDENTS WITH DISABILITIES

The Governing Board shall ensure that appropriate transportation services are provided for students with disabilities as specified in their individualized education program (IEP) or accommodation plan. The district shall make home-to-school transportation available for students at no cost to parents/guardians as specified in the student's IEP.

The Superintendent or designee shall establish criteria and procedures for determining the most appropriate mode of transportation for an individual student based on identified needs as determined in the IEP or accommodation plan.

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

The Superintendent or designee shall establish procedures to ensure compatibility between mobile seating devices and bus securement systems.

Legal Reference:

EDUCATION CODE

- 39807.5 Payment of transportation cost
- 39839 Guide dogs, signal dogs and service dogs on bus
- 41850-41854 Allowances for transportation
- 48300-48315 Alternative interdistrict attendance program
- 48915.5 Expulsion of students with exceptional needs
- 56195.8 Adoption of policies
- 56327 Assessment for special education and related services
- 56345 Individualized education program
- 56366 Nonpublic nonsectarian schools or agencies
- 56366.1 Waiver of requirements under section 56365 and 56366

Administrative Regulation Reference:

Adopted:

Amended:

SANTEE SCHOOL DISTRICT
9625 CUYAMACA STREET
SANTEE, CA 92071
(619) 258-2300

SCHOOL SIZE

The Board of Education has determined that school size affects the quality of education and operational efficiency of the district.

A facilities master plan will be developed and updated annually. The facilities master plan shall include school capacities and enrollment of the school. The report shall be presented to the Board annually.

When schools reach the 90% capacity levels provided within the facilities master plan, the Board shall seek appropriate recommendations from the Superintendent to resolve under-utilization or overcrowding of the schools.

The Superintendent, or designee, shall incorporate this information into the facilities master plan.

Legal Reference:

Administrative Regulations:

Adopted: May 5, 1998

Amended:

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

CLOSED SESSION Item H.

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

The Board will now go into Closed Session to discuss:

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

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.