

# Santee School District

**SCHOOLS:**

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

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

**BOARD OF EDUCATION  
 REGULAR MEETING  
 A G E N D A  
 July 20, 2010**

**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.*

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<b>A. OPENING PROCEDURES – 7:00 p.m.</b>	<b>6</b>
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
4. Approval of Agenda	
 <b>B. REPORTS AND PRESENTATIONS</b>	 <b>7</b>
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1.1. Developer Fees Collection Report	8
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2. Classroom of the Future Foundation: <i>inspire</i> Award Presentation	12
3. Wellness Committee Report	13
 <b>C. PUBLIC COMMUNICATION</b>	 <b>14</b>
<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are tape recorded.</i>	

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

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

D.	<b>CONSENT ITEMS</b>	15
	<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Request to speak cards should be submitted in advance.</i>	
	<b>Superintendent</b>	
1.1.	<b><u>Approval of Minutes</u></b>	16
	It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
	<b>Business Services</b>	
2.1.	<b><u>Approval/Ratification of Travel Requests</u></b>	29
	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.	<b><u>Approval/Ratification of Expenditure Warrants</u></b>	31
	It is recommended that the Board of Education approve/ratify expenditure warrants, as presented.	
2.3.	<b><u>Approval/Ratification of Purchase Orders</u></b>	33
	It is recommended that the Board of Education approve/ratify purchase orders for the month of June 2010.	
2.4.	<b><u>Approval/Ratification of Revolving Cash Report</u></b>	40
	It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.	
2.5.	<b><u>Acceptance of Donations</u></b>	42
	It is recommended that the Board of Education accept donations listed in the item.	
2.6.	<b><u>Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement</u></b>	43
	It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending June 30, 2010 and authorize administration to submit the report to SDCOE.	
2.7.	<b><u>Approval of Agreement between Santee School District and the San Diego County Schools Fringe Benefits Consortium to Offer a 403(b) Plan Retirement Incentive Program to Classified, Non-Management Employees for the 2009-10 School Year</u></b>	44
	It is recommended that the Board of Education approve the agreement between Santee School District and the San Diego County Schools Fringe Benefits Consortium to Administer a 403(b) Plan Retirement Incentive Program for Classified, Non-Management Employees for the 2009-10 School Year.	
2.8.	<b><u>Approval of Agreements with Accelify to Provide Claims Administration Services for Medicaid Administrative Activities (MAA) and Medi-Cal Billing Option</u></b>	51
	It is recommended that the Board of Education approve Agreements with Accelify to provide Claims Administration Services for Medicaid Administrative Activities (MAA) and Medi-Cal Billing Option.	

<b>Educational Services</b>		<u>Page #</u>
3.1.	<b><u>Approval of Annual Evaluation of the Alternative Education School</u></b> It is recommended that the Board of Education approve the Annual Evaluation of the Alternative Education School.	53
3.2.	<b><u>Adoption of Resolution #1011-02 Designating Personnel and Approval of 2010-11 Child Development Services Contract</u></b> It is recommended that the Board of Education approve the 2010-11 contract for child development services to operate the State Preschool Program with the California Department of Education and adoption of Resolution #1011-02 designating personnel to sign contract documents for fiscal year 2010-11.	66
3.3.	<b><u>Approval of Spanish I Program for the 2010-11 School Year</u></b> It is recommended that the Board of Education approve the Spanish I class at PRIDE Academy for the 2010-11 school year and approve entering into a Personnel Agreement with Grossmont Union High School District for the teacher.	71
3.4.	<b><u>Approval of Contracts for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreements for Nonpublic, Nonsectarian School/Agency Services</u></b> It is recommended that the Board of Education approve two master contracts and two individual contracts for special education students requiring nonpublic, nonsectarian school/agency services.	72
3.5.	<b><u>Approval to Provide Wrap-Around Care for the State Preschool through the YALE Program</u></b> It is recommended that the Board of Education approve wrap-around care services to children attending the District's State Preschool at Prospect Avenue School through the YALE program.	74
3.6.	<b><u>Approval of Progressus Therapy, LLC Agreement for Occupational Therapy (OT) Services</u></b> It is recommended that the Board of Education approve the agreement with Progressus Therapy, LLC for occupational therapy services for the 2010-2011 school year.	76
3.7.	<b><u>Approval of CareerStaff Agreement for Occupational Therapy Assistant (COTA) Services</u></b> It is recommended that the Board of Education approve the agreement with CareerStaff for occupational therapy services for the 2010-2011 school year.	88
<b>Human Resources</b>		
4.1.	<b><u>Personnel, Regular</u></b> It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.	99
4.2.	<b><u>Adoption of Resolution No. 1011-01 to Rescind Layoff of Identified Classified Non-Management Positions</u></b> It is recommended that the Board of Education adopt resolution no. 1011-01.	104

- 4.3. **Approval of New Classified Management Job Description for Out-of-School Time Regional Coordinators and Appointment of Coordinators** 106  
It is recommended that the Board of Education approve the new job description and appointments.
- 4.4. **Approval of New Management Job Description for Coordinator of Pupil Services and Appointment of Coordinator** 110  
It is recommended that the Board of Education approve the new job description and appointment.
- 4.5. **Approval of Revisions to Management Job Descriptions and Titles** 113  
It is recommended that the Board of Education approve the job description revisions and title changes.
- 4.6. **Approval of New Classified Non-Management Job Description for District Instructional Media Technician** 124  
It is recommended that the Board of Education approve the new job description.
- 4.7. **Approval to Increase Work Hours for Identified Classified Non-Management Position** 128  
It is recommended that the Board of Education increase work hours of the identified classified non-management position.
- 4.8. **Approval of Memorandum of Understanding with San Diego Youth Services – Community Assessment Team** 129  
It is recommended that the Board of Education approve the MOU with San Diego Youth Services.
- 4.9. **Approval of Memorandum of Understanding with Jewish Family Services to Provide Parenting Series** 138  
It is recommended that the Board of Education approve the MOU with Jewish Family Services.
- E. **DISCUSSION AND/OR ACTION ITEMS** 141  
*Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.*
- Business Services**
- 1.1. **Approval of Monthly Financial Report** 142  
It is recommended that the Board of Education approve the Monthly Financial Report for May 2010.
- 1.2. **Approval of Agreement for American Express Card to Obtain Rebates** 145  
It is recommended that the Board of Education approve the Agreement with American Express for a corporate services commercial account and procurement card that provides financial incentives for use.

**F. BOARD POLICIES AND BYLAWS**

- 1.1. Review: Mandatory Biennial Review of BB9270 Conflict of Interest** 147  
It is recommended that the Board of Education review BB 9270 as required by Government Code §87306.5. No action is requested at this time.
- 1.2. First Reading New Board Policy #3600 – Consultants** 154  
It is recommended that the Board of Education review Board Policy #3600. No action is requested at this time.

**G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS** 157

**H. CLOSED SESSION**

- 1. Conference with Legal Counsel – Existing Litigation** 158  
*(Subdivision (a) of Gov't Code §54956.9)*  
*Case # 37-2009-00083936-CU-CO-CTL*
- 2. Conference with Labor Negotiator (Govt. Code § 54956.8)**  
*Purpose: Negotiations*  
*Agency Negotiator: Minnie Malin, Director of Human Resources*  
*Employee Organizations: Santee Teachers Association*  
*California School Employees Association*
- 3. Public Employee Performance Evaluation (Govt. Code § 54957)**  
*Superintendent*

**I. RECONVENE TO PUBLIC SESSION** 158

**J. ADJOURNMENT** 158

**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  
August 3, 2010, 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:

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

OPENING PROCEDURES ITEM A.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the July 20, 2010 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report  
Prepared by Dr. Patrick Shaw  
July 20, 2010

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. Claims Against the District

Agenda Item B.

**DEVELOPER FEES COLLECTION REPORT**  
**2009-10**  
**CUMULATIVE THROUGH JUNE 30, 2010**

Residential Rate: \$3.46 per square foot over 500 - effective 4/20/10

Commercial Rate: \$.29 per square foot - effective 6/16/08

Self Storage Rate: \$.14 per square foot - effective 4/20/10

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
X		9735 HALBERNS BLVD. (CARLTON HILLS EVANGELICAL LUTHERAN CHURCH)	07/20/09	192	\$0.00	
X		1840 JOE CROSSIN DRIVE	07/24/09	2,938	\$852.02	PD
X		8871 FANITA DRIVE (DEMO'D 1800 SQ. FEET)	08/10/09	1,276	\$0.00	
	X	9564 ABBEYFIELD ROAD	08/31/09	769	\$2,576.15	RS
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/10/09	17,823	\$59,707.05	CFH
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/23/09	14,931	\$50,018.85	CFH
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/23/09	471	\$1,577.85	CFH
	X	STANDARD PACIFIC (RIVERWALK)	10/01/09	99,989	\$262,971.07	RS
X		1518 MAGNOLIA AVE. (ARCO AM/PM-CARWASH)	10/08/09	1,010	\$0.00	PD
	X	10456 2ND STREET	10/20/09	948	\$3,175.80	HC
	X	9215 HOLMBY	10/22/09	1,052	\$3,524.20	SC
	X	1320 WENATCHEE AVE.	11/30/09	1,110	\$3,718.50	PD
	X	9300 NORTHRIDGE PL.	11/30/09	1,222	\$4,093.70	PA
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	12/17/09	18,084	\$60,581.40	CFH
	X	LENNAR (SKY RANCH)	02/02/10	161,241	\$424,063.83	PD
	X	10041 TIMBERLANE WAY	02/09/10	815	\$2,730.25	RS
X		8710 RAILROAD AVE. (AMERICAN SHEET METAL)	02/17/10	2,472	\$395.52	PA
	X	9103 CANYON PARK TERRACE	04/20/10	550	\$1,842.50	PD
	X	9910 BILTEER DRIVE	04/21/10	570	\$1,972.20	RS
	X	FANITA 48, L.P. (8616 THRU 8630 FANITA DRIVE)	04/26/10	48,852	\$169,027.92	PA
	X	FANITA 48, L.P. (8616 FANITA DRIVE )	04/26/10	1,823	\$6,307.58	PA
X		GRAVES FAM. TRUST (PARCEL# 388-130-18-00) NO PHYS. ADDRESS, BARN REMOVAL/REPLACE	04/27/10	0	\$0.00	PD
	X	7712 BRITT RD. (SQ. FT. OF CASITA INCREASED)	04/30/10	221	\$764.66	CFH
	X	STANDARD PACIFIC (RIVERWALK)	05/05/10	43,376	\$114,078.88	RS
	X	9920 CLEARY STREET	05/24/10	502	\$1,736.92	HC
	X	11865 WOODSIDE TERRACE	06/18/10	5,454	\$18,870.84	PD
<b>TOTAL PAGE 1</b>					\$1,194,587.69	
<b>TOTAL COLLECTED AS OF JUNE 30, 2009</b>					\$1,079,758.74	

\*Additional square footage (total is over 500 square feet)

\*\*Fee Exempt - Senior / Elder Care Facility

\*\*\*Fee Exempt - Less than 500 square feet



Requests For Use Of Facilities - July 20, 2010						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<b>Cajon Park</b> PTSA Sonshine Haven	Multipurpose Room Classroom	6/11/10 & 6/18/10 9/7/10 - 6/14/11	Friday Tuesday	4:30 pm - 9:00 pm 2:00 pm - 4:00 pm	50	\$70.00 A/C
<b>Carlton Hills</b> PTA	Multipurpose Room	9/14/10 - 6/14/11	Tuesday	5:30 pm - 7:00 pm	10	
<b>Hill Creek</b> Boy Scouts Venture Crew 4373 California School Fitness***	Classroom Outside Area	6/7/10 9/23/10 - 6/16/11	Monday Thursday	7:00 pm - 8:30 pm 1:40 pm - 2:40 pm	20 12 - 20	
<b>Pepper Drive</b> Sonshine Haven	Classroom	9/3/10 - 6/10/11	Friday	2:00 pm - 4:30 pm	50	

6

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

Santee School District  
**ENROLLMENT REPORT**  
 6/24/2010  
 Month 10 Week 4

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	6/24/2010* Total Reg	6/18/09** Total Reg	# Diff	% Diff	06/25/10 SDC	06/18/09 SDC	# Diff SDC	% Diff SDC	Prior Week		Total Diff
																		6/24/10 Total All	6/18/10 Total All	
Cajon Park	103	105	106	106	107	105	99	129	102	962	938	24	2.6%	35	32	3	9.4%	997	997	0
Carlton Hills	39	33	41	45	34	52	51	90	99	484	521	-37	-7.1%	41	40	1	2.5%	525	524	1
Carlton Oaks	74	75	67	74	96	98	104	102	123	813	813	0	0.0%	47	38	9	23.7%	860	860	0
Chet F. Harritt	60	85	60	64	62	58	69	66	56	580	641	-61	-9.5%	9	26	-17	-65.4%	589	591	-2
Hill Creek	90	87	85	86	80	87	82	64	88	749	802	-53	-6.6%	20	30	-10	-33.3%	769	769	0
Pepper Drive	81	67	77	73	76	76	87	79	81	697	704	-7	-1.0%	10	12	-2	-16.7%	707	707	0
Prospect	59	55	55	51	51	64	66	42	47	490	470	20	4.3%	13	18	-5	-27.8%	503	503	0
Rio Seco	104	106	96	93	92	106	90	84	103	874	814	60	7.4%	23	23	0	0.0%	897	899	-2
Sycamore Canyon	49	48	55	37	47	45	47	0	0	328	297	31	10.4%	29	22	7	31.8%	357	357	0
<b>SUBTOTAL</b>	<b>659</b>	<b>661</b>	<b>642</b>	<b>629</b>	<b>645</b>	<b>691</b>	<b>695</b>	<b>656</b>	<b>699</b>	<b>5977</b>	<b>6000</b>	<b>-23</b>	<b>-0.4%</b>	<b>227</b>	<b>241</b>	<b>-14</b>	<b>-5.8%</b>	<b>6204</b>	<b>6,207</b>	<b>-3</b>
Alternative School	2	4	4	3	5	8	7	3	5	41	50	-9	-18.0%					41	41	0
Success Academy							1	1	8	10	13	-3	-23.1%					10	12	-2
NPS										0	0			5	3	2	66.7%	5	5	0
EAK***	137									137	106	31	29.2%					137	137	0
<b>SUBTOTAL</b>	<b>139</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>5</b>	<b>8</b>	<b>8</b>	<b>4</b>	<b>13</b>	<b>188</b>	<b>169</b>	<b>19</b>	<b>11.2%</b>					<b>193</b>	<b>195</b>	<b>-2</b>
<b>TOTAL</b>	<b>798</b>	<b>665</b>	<b>646</b>	<b>632</b>	<b>650</b>	<b>699</b>	<b>703</b>	<b>660</b>	<b>712</b>	<b>6165</b>	<b>6,169</b>	<b>-4</b>	<b>-0.1%</b>					<b>6397</b>	<b>6,402</b>	<b>-5</b>

\*\*\*Last day of school 09-10 \*\*Last day of school 08-09 \*\*\*excluding 4 year olds for '09 and '10

	PK	
Cajon Park	2	999
Chet F. Harritt	1	590
Hill Creek	13	782
Prospect	18	521
Sycamore Canyon	16	373
<b>Total PK</b>	<b>50</b>	

<b>Total Enrollment including PK &amp; EAK</b>
<b>6447</b>

EAK 4YO 0

## CLAIMS AGAINST THE DISTRICT

The following claims were received by Business Services and referred to the District's insurance carrier by the Assistant Superintendent acting as the authorized agent of the Board of Education as reaffirmed by resolution at its April 21, 1992, meeting.

<u>SITE OF OCCURRENCE</u>	<u>DATE OF OCCURRENCE</u>	<u>DESCRIPTION/ACTION</u>
Corner of Bingham and Cambury	6/7/2010	Property Damage
Sycamore Canyon School Parking Lot	5/28/2010	Property Damage

Reports and Presentations Item B.2 Classroom of the Future Foundation  
*inspire* Award Presentation

Prepared by Dr. Patrick Shaw  
July 20, 2010

**BACKGROUND:**

As reported to the Board on June 1, 2010, PRIDE Academy at Prospect Avenue School is this years recipient of the *inspire* Award in the Classroom of the Future's 2010 Innovation in Education Awards program. The *inspire* Award is awarded to a program that has attributes that get kids excited about learning. It specifically focuses on characteristics responsible for increasing student interests and enhancing student learning. PRIDE Academy's program, titled "PRIDE Academy, Where Purposeful, Rigorous, Innovative, Dynamic Education is available to ALL" was recognized as an exemplary example of a program that increases student interest and enhances student learning through the integration of emerging technologies and 21<sup>st</sup> century skills. Students are more inquisitive, choosing to extend learning on their own. Students are doing more than remembering information—they are using higher-order thinking skills through their use of interactive whiteboards, student responders, and both Mac and PC laptops. They are learning to work as a team and contribute to a group effort. Students listen to others, make their own ideas clear when speaking, express themselves in various modes, and ask authentic questions.

The PRIDE Academy staff was recognized for their award at the Classroom of the Future Foundation's outstanding event on May 20, 2010.

Tonight, the Classroom of the Future Foundation will present to the Board the monetary award that accompanies the *inspire* award.

Agenda Item B.2.

**BACKGROUND:**

On May 20, 2008, the Board of Education adopted Board Policy 5030, "Student Wellness" as the Board recognized the link between student health and learning, and it desired to provide a comprehensive program promoting healthy eating and physical activity for District students. The policy supports and reinforces healthy literacy through health education, physical education, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment and parent/guardian and community involvement. Tonight, Cathy Abel, Director of the District's Child Nutrition Services Department, will present a report on behalf of the District's Wellness Committee.

PUBLIC COMMUNICATION Item C

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

Agenda Item C.

CONSENT ITEMS Item D.

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

Consent Item D.1.1. Approval of Minutes  
Prepared by Dr. Patrick Shaw  
July 20, 2010

**BACKGROUND:**

Presented for Board approval –

- June 15, 2010, regular meeting minutes
- June 9, special meeting minutes (Expulsion Heariang)
- June 22, special meeting minutes (STA)
- May 27, revised special meeting minutes

**RECOMMENDATION:**

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

Motion:

Second:

Vote:

Item D.1.1.



SANTEE SCHOOL DISTRICT  
REGULAR MEETING  
OF THE BOARD OF EDUCATION

**MINUTES**  
June 15, 2010

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

**A. OPENING PROCEDURES**

1. Call to Order and Welcome

President Burns called the meeting to order at 7:00 p.m. and read the District Mission Statement.

Members present:

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

Administration present:

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

President Burns introduced special guests in attendance, Councilmember John Minto and Chamber of Commerce President, John Olson

2. President Burns invited Alysa Mendell, an 8<sup>th</sup> grade student from Carlton Oaks School, to lead the members, staff and audience in the Pledge of Allegiance.

3. Approval of Agenda

President Burns asked for approval of the agenda with Consent Item 5.4. pulled from the agenda. It was moved and seconded to approve the agenda.

**Motion:** *El-Hajj*                      **Second:** *Ryan*                      **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

2. **Seventh Annual Golf Classic-Benefitting the Santee School District Foundation and the Santee Chamber of Commerce**

Minnie Malin reported on the 7<sup>th</sup> annual golf tournament sponsored by the Foundation and Santee Chamber of Commerce. There are currently 30 sponsors. Volunteers are being organized by Debra Simpson and there is still room for additional golfers. President Burns said Carlton Oaks Country Club has redecorated and is very nice.

3. **Spotlight on Education: Special Education Student Recognition**

Hope Michel, Director of Special Education, introduced students from the special education program to be honored for overcoming obstacles and challenges to make outstanding strides in learning.

Cajon Park: Rebecca Olson and Tiano Franco	Carlton Hills: Christina Hurtado
Carlton Oaks: Kristina Ferrin	Chet F. Harritt: Natalie Pollard
Hill Creek: Emory Allen Fox and Deneka Jones	Pepper Drive: D'Wayne White
PRIDE Academy: Eugene Vouaux	Rio Seco: Dakota Elliott and Dekota Manchor
Sycamore Canyon: Angel Davila	

4. **Spotlight on Education: Eighth Grade Academic Achievement Awards**

Kristin Baranski introduced the following students who were nominated by their schools to compete in the 8<sup>th</sup> grade academic achievement challenge.

Cajon Park:	Alexis Ellis-Alvarez	Trenten Eldred
Carlton Hills:	Trina Killian	Gracie Patrick
Carlton Oaks:	Tiffany Currier	Matthew Carlin
Chet F. Harritt:	Garret Oswald	Jacqueline Bontiago
Hill Creek:	Eric Bowen	Casey Lenihan
Pepper Drive:	Destinee Ripperger	Richard Boyer
PRIDE Academy:	Karissa Cunha	Cody Schroeder
Rio Seco:	Spencer Ford	Nicole Page

The students participated in writing, math, and speech projects in early June. Mrs. Baranski announced the student winners in each category:

Math: Richard Boyer-Pepper Drive      Speech: Tiffany Currier-Carlton Oaks  
Writing: Jacqueline Bontiago-Chet F. Harritt

The winner in the math competition received a \$100 Barbara Ramsey Scholarship check.

Mrs. Baranski announced the overall 8<sup>th</sup> grade academic achievement winner for 2010, who excelled in all three areas: **Nicole Page from Rio Seco School**. Nicole received a \$200 savings bond from the Santee Chamber of Commerce, a proclamation from the City of Santee presented by Councilmember John Minto, and the perpetual trophy for her school to display next year. Board members congratulated Nicole and all of the outstanding students.

The Board adjourned at 7:45 p.m. for a brief reception in honor of all of the students recognized. The Board reconvened at 8:00 p.m.

#### **C. PUBLIC COMMUNICATION**

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

#### **D. PUBLIC HEARINGS**

##### **1. 2010-11 Santee School District Budget**

President Burns opened the public hearing for the 2010-11 Santee School District budget. With no comments, the public hearing was closed.

##### **2. State Categorical Flexibility for 2010-11**

President Burns opened the public hearing State Categorical Flexibility for 2010-11. With no comments, the public hearing was closed.

#### **F. CONSENT ITEMS**

Items listed under Consent are considered to be routine and are all acted on by the Board with one single motion. President Burns invited comments from the public on any item listed under Consent.

##### **1.1. Approval of Minutes**

##### **1.2. Approval to Cancel July 6, 2010 Regularly Scheduled Board Meeting**

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

##### **2.2. Approval/Ratification of Expenditure Warrants**

##### **2.3. Approval/Ratification of Purchase Orders**

##### **2.4. Approval/Ratification of Revolving Cash Report**

##### **2.5. Acceptance of Donations**

##### **2.6. Approval/Ratification of Annual Agreements for 2010-11**

##### **2.7. Pulled for separate consideration.**

##### **2.8. Pulled for separate consideration.**

##### **2.9. Solar Project Construction Inspection and Testing**

##### **2.10. Approval of 2010-11 Student Accident Insurance**

- 3.1. **Approval of Extra Services Through Trittipro for Storm Water Pollution Prevention Plans (SWPPP)**
- 4.1. **Approval of Consolidated Application Part I**
- 4.2. **Approval of Contract with Calico Software Systems, Inc. to Provide Web-Based Special Education Individual Education Program (IEP)**
- 4.3. **Approval of Agreement Between the Grossmont Union High School District Adult School and the Santee School District for Conducting Adult Education Classes**
- 5.1. **Personnel, Regular**
- 5.2. **Approval of Revisions to Out-of-School Time Coordinator Job Description**
- 5.3. **Approval to Increase Work Hours of Identified Classified Non-Management Position**
- 5.4. **Pulled from the Agenda**

It was moved and seconded to approve Consent Items, with Item 5.4 pulled from the agenda and Items 2.7 and 2.8. pulled for separate consideration.

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

- 2.7. **Approval of Agreement with SDCOE for Audiovisual Services** (Pulled by President Burns for separate consideration.)
- 2.8. **Approval of Outdoor Education Program Agreements with SDCOE** (Pulled by President Burns for separate consideration.)

President Burns wished to abstain from voting on these items because the agreements are with his employer. Member Ryan moved to approve Consent Items 2.7. and 2.8.

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

#### **F. DISCUSSION AND/OR ACTION ITEMS**

President Burns invited comments from the public on any item listed under Discussion and/or Action. There were no comments.

##### **1.1. Adoption of 2010-11 Santee School District Budget**

Karl Christensen reported on the 2010-11 District budget, based on the Governor's May revise and budget solutions enacted by the Board in February. Mr. Christensen provided a "user friendly" version of the budget document that will also be posted on the District website for the public. He presented a chart showing the anticipated revenue and expenses for all District funds. He reported that 71.89% of the District revenue is received from revenue limit funding (ADA). He shared the recent news about the special education disabilities adjustment and that the State is discussing making some changes. These funds have been pulled from the budget. If the money is reapportioned, it will be an addition to our proposed budget. Title II Teacher Quality will probably not be funded for 2011-12.

Member Ryan received an alert that if the Conference Committee does not support the current legislation districts would be required to provide services for AB2726 which would be a big expense. The compromise may be that it is decreased gradually. She asked administration to see how many students we have in that program now.

Mr. Christensen provided a listing of categorical flexibility funds. (*Remove former resource numbers and unrestricted resource numbers page 24*)

The greatest expenditure in our budget is personnel. Districts are required to calculate the cost of a 1% increase and the District needs to plan for the \$611,000 cost in 10-11 for step and column increases. Mr. Christensen thanked the bargaining units for their salary concessions, which saves the District approximately \$600,000 for 2010-11. He showed the expenditures for personnel that are in addition to salaries. Workers comp is increasing and will cost more than last year, having a \$34,000 impact.

The multi-year projection shows a positive fund balance at the end of 2009-10 but for the next three years there is deficit spending. The reserves will be used to cover those deficits and will be expended by 2012-13. It is an anticipated additional cost of \$500,000 in 2012-13 to return to CSR.

There is both potential and risks to the presented budget. There is a need for \$1.5 million in ongoing reductions to remain at the minimum 3% reserve level in 2012-13. Some of the potential funding includes

receipt of the special education money or if the ADA is maintained by keeping enrollment up. Risks include that the State budget is worse than the May revise, suspension of Prop 98, and assuming COLA is funded in 2011-12 and 2012-13.

Mr. Christensen reported on the projected cash flow. The cash flow is the reason we cannot spend down the reserves as this time. The cash is needed to accommodate the deferrals from the State. The District is obligated to meet payroll and pay its bills. This June, we will borrow \$3M from other funds which will be paid back the following June. If more deferrals are made or revenue is reduced, it will have an impact on our cash flow. The District is required to adopt a budget by July 1, 2010.

President Burns said the user friendly budget document is great and makes it very easy for others to understand. Member Carlisle thanked Mr. Christensen for the layout of the budget. Looking at the multi-year projection, Member Carlisle said he is thankful the District thought to save for a rainy day and increased the reserve. It is now helping the District to get through this tough financial situation.

Member Ryan moved to adopt the proposed budget for the 2010-11 fiscal year as presented.

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

**2.1. Construction of New Lunch Shade Structures at Carlton Oaks School and PRIDE Academy at Prospect Avenue School**

Karl Christensen reported on the need to replace shade structures at three schools. Hill Creek's shade structure will be replaced as part of the solar project. PRIDE Academy will be replaced with a large shade structure that is the same as at Hill Creek. Carlton Oaks' current shade structure is between two buildings and fire codes require fire sprinklers or a larger set back from the building. Mr. Christensen met with both the current and incoming principals to determine the best location to replace it. This location would infringe on some of the basketball courts and they would need to be relocated. Eventually, when funds are available, we would like to relocate the basketball courts to behind the junior high building. These structures would support solar panels at a later date. The cost would be approximately \$101,000, paid from Capital Improvement Program funds.

President Burns asked what the cost would be to have fire sprinklers. Mr. Christensen said it would cost about \$20,000 to include fire sprinklers.

Member El-Hajj said the shade structure is so far away and would now be further from the cafeteria. She said the Board and administration would need to do a PR campaign on why this is being done and why the courts are being moved.

Mr. Christensen said he would like to construct Carlton Oaks structures while doing Hill Creeks for economies of scale. The Board would like to get more information about adjusting the structure and if DSA approval would need to be received in order to accommodate Carlton Oaks' existing area with a different shape. The Board chose not to take action on a design and location at Carlton Oaks but would like additional information and options brought to the June 22 special meeting to make a decision.

Member Ryan moved to approve contracting with Barnhart, Inc. and M Bar C Construction for construction of new shade structures at PRIDE Academy at Prospect Avenue. Decisions about Carlton Oaks will be made at a later date.

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

**3.1. Approval of the 2010-11 Proposed Instructional Schedules**

Kristin Baranski presented proposed instructional schedules with four schools requesting changes in their instructional minutes for next year. Member Ryan said she greatly appreciates the schools that have increased, or not decreased, their instructional minutes. She understands what happened with Chet F. Harritt and Cajon Park and complimented Rio Seco and Sycamore Canyon. She said that in looking at kindergarten instruction throughout the District, it is very diverse and it is sad to see a school with 7,000 minutes less than the other schools. It is not fair to those kindergartners to not have the same kind of rich educational experience.

Dr. Shaw said administration has discussed running some pre and post assessments on kindergarten students. Member Ryan would appreciate seeing the data.

President Burns is concerned and would like to see more consistency throughout the District in instructional minutes. He wished to vote the kindergarten schedule at Cajon Park down which would cause them to return to last years minutes for kindergarten. He supports staff development and would like to see the plans and outcomes for schools' modified days made available to the community.

Member El-Hajj asked how these proposed instructional minutes help the District to get to the goal for common start and end times. Dr. Shaw said this is how it has been since 1998-99. He would like to begin targeting to see if modified days with professional development have an impact on student learning. Dr. Shaw reminded the Board that to get to a unified bell schedule may require some compromise where some schools may have to decrease instructional minutes and others may need to increase.

Member El-Hajj moved to approve the proposed instructional minutes with the exception of Cajon Park and Chet F. Harritt schools. Member Bartholomew second.

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

Member El-Hajj moved to accept the change in CP change. There was no second.

President Burns requested to table action on Cajon Park and Chet F. Harritt instructional minutes after closed session to allow for some discussion under negotiations before action is taken.

**3.2. Approval of 2010-11 School Schedules (Start and End Times)**

Member Ryan moved to approve the 2010-11 School Schedules as presented, with the exception of Cajon Park and Chet F. Harritt, including the revised/corrected schedule for PRIDE Academy.

Seconded- El-Hajj.

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

**4.1. Approval of New Certificated Management Job Description for Coordinator of Assessment and English Learner Department and Appointment of Coordinator**

Minnie Malin said in order to respond to the District's budget challenges, administration is recommending the Educational Services Department combine two programs, Assessment and English Learners (EL). Administration recommends these two program responsibilities be covered by a Coordinator. Therefore, administration presented a new job description for a Coordinator of Assessment and English Learners and the appointment of Bonner Montler into the coordinator position.

Dr. Shaw added that what is being recommended elevates the importance of these two programs to student learning. President Burns said it is a cost savings to move forward to make this change because then the District does not have to pay for these services during the summer months. Member Carlisle moved to approve the new job description and appointment.

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

**G. BOARD POLICIES AND BYLAWS**

**1.1. Second Reading: Revised BP 6163.4, Student Use of Technology**

Member El-Hajj moved to approve revised Board Policy 6163.4, Student Use of Technology.

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

**H. BOARD COMMUNICATION**

Member Carlisle said the recognition of the students was great and that it is important to recognize students at all levels.

The 2010-11 Governance Calendar was shared and will be posted to be available to the Board members. The Follow up Chart will also be posted.

President Burns reported that Board requested information from expulsion hearings be sent to the City Administration previously sent the information in the form of the year end report. Member El-Hajj said it might be better to notify the City Manager and City Council members when there has been a drug issue or things are heating up. The Board asked the Superintendent to send an email from to City officials when there is a drug related expulsion hearing or for substance abuse issues with a community incidence.

Dr. Shaw shared that a parent was appealing the ineligibility of her student to participate in promotion. She has indicated she may wish to appeal to the Board. There are time constraints because the timeline has not been met by the parent. The Board would like the Superintendent to handle the appeal if it is requested and provide the final decision.

Dr. Shaw shared a copy of a letter that he will be sending to staff regarding energy savings over the summer.

Mr. Gabe Pina asked to address the Board about Chet F. Harritt's instructional minutes. He said they are still providing more instructional minutes than most schools and requested the Board to approve the proposed minutes decrease.

President Burns asked Linda to provide Mr. Pina with the action outcome of the Chet F. Harritt instructional minutes following closed session.

#### **I. CLOSED SESSION**

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

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
Purpose: Negotiations  
Agency Negotiator: Minnie Malin, Assistant Superintendent, Human Resources  
Employee Organizations: Santee Teachers Association  
Classified School Employees Association
2. **Public Employee Discipline/Dismissal/Release** (Govt. Code § 54957)
3. **Public Employee Performance Evaluation** (Govt. Code § 54957)  
Superintendent

The Board entered closed session at 9:45 p.m.

#### **J. RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 10:25 p.m. President Burns reported the Board took action in closed session to proceed with the immediate suspension and intent to dismiss employee #297-693.

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

The Board took action on the Instructional Schedules and School Schedules for Cajon Park and Chet F. Harritt that was delayed until after closed session.

Member El-Hajj moved to approve the Instructional Minutes Schedule for Chet F. Harritt.

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

Member El-Hajj moved to approve the Instructional Minutes Schedule for Cajon Park.

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

Member Ryan moved to approve the School Schedules for Cajon Park and Chet F. Harritt Schools.

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

#### **K. ADJOURNMENT**

The June 15, 2010 regular meeting adjourned at 10:30 p.m.

SANTEE SCHOOL DISTRICT  
SPECIAL MEETING OF THE BOARD OF EDUCATION

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

**MINUTES**  
June 9, 2010

**A. CALL TO ORDER**

The meeting was called to order at 6:30 p.m. by Vice President Ryan.

Members present:

Dustin Burns, President  
Barbara Ryan, Vice President  
Allen Carlisle, Clerk  
Dianne El-Hajj, Member

**B. PUBLIC COMMUNICATION**

There were no comments from the public.

**C. CLOSED SESSION (Pursuant to Education Code 48918)**

**1. Consideration of Student Matters - Students #16-09, #16-09, and #18-09**

The Board entered Closed Session at 6:00 p.m. for student discipline hearings for students #16-09, #17-09, and #18-09. Oral and documentary evidence were received. Vice President Ryan announced that the Board members would deliberate in closed session and report action in open session.

**D. RECONVENE TO OPEN SESSION**

The Board reconvened to open session to report action at 10:45 p.m.

**1. Action on Student Hearings**

It was motioned by Member El-Hajj to expel student #16-09 from the Santee School District from June 9, 2010 to December 1, 2010 for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of alcohol, intoxicant, or controlled substance as defined in the Health & Safety Code.

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2. The specific Findings of Fact are:

- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #16-09 was in possession of the illegal substance marijuana on a school campus.

The expulsion shall be immediately suspended herewith, and the following elements in a Rehabilitation Plan shall be completed:

- The student shall remain at current school. The student may not return to previous school.
- The student will maintain 2.0 GPA for academic, effort, and citizenship performance.
- The student will receive no new suspensions.
- The student will attend school regularly with no unexcused absences or tardies.
- The student will complete a counseling program by December 1, 2010 for decision-making and peer pressure and drug and alcohol abuse prevention/treatment.
- The student shall remain free of illegal substances and participate in a monthly drug testing program.
- Complete all elements of this Rehabilitation Plan by December 1, 2010 and present documentation to verify completion.

The parent must meet with the Coordinator of Student Behavior by June 16, 2010, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

**Motion: El-Hajj**

**Second: Ryan**

**Vote: 4-0**

It was motioned by Member El-Hajj to expel student #17-09 from the Santee School District from June 9, 2010 to December 1, 2010 for violations of California Education Code Section 48900 (c) Possessed, used, sold, furnished or been under the influence of alcohol, intoxicant, or controlled substance as defined in the Health & Safety Code.

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2. The specific Findings of Fact are:

- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #17-09 was in possession of the illegal substance marijuana on a school campus.

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan:

- \* Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #17-09 was in possession of the illegal substance marijuana on a school campus.

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan:

- The student shall remain at current school. The student may not return to previous school.
- The student will maintain 2.0 GPA for academic, effort, and citizenship performance.
- The student will receive no new suspensions.
- The student will attend school regularly with no unexcused absences or tardies.
- The student will complete a counseling program by December 1, 2010 for decision-making and peer pressure and drug and alcohol abuse prevention/treatment.
- The student shall remain free of illegal substances and participate in a weekly drug testing program.
- The student shall complete all elements of this Rehabilitation Plan by December 1, 2010 and present documentation to verify completion.

The parent must meet with the Coordinator of Student Behavior by June 16, 2010, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

**Motion: El-Hajj**

**Second: Carlisle**

**Vote: 4-0**

It was motioned by Member El-Hajj to expel student # 18-09 from the Santee School District from June 9, 2010 to November 30, 2010 for violations of California Education Code Sections 48900 (c) Possessed, used, sold, furnished or been under the influence of alcohol, intoxicant, or controlled substance as defined in the Health & Safety Code, 48900 (k) Disrupted school activities

This action is based on the following Findings of Fact in accordance with California Education Code §48900.2. The specific Findings of Fact are:

- \* Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #18-09 was in possession of the illegal substance marijuana on a school campus.

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan:

- The student shall remain at the ERC with tutoring through the end of the 2009-2010 school year.
- The student will transfer to the Santee Success Program beginning September 7, 2010 and remain there through the end of the first trimester of the 2010-2011 school year. Upon completion of all items in the rehabilitation plan, the student may transfer to another school, but may not return to their previous school.
- The student will maintain 2.0 GPA for academic, effort, and citizenship performance.
- The student will receive no new suspensions.
- The student will attend school regularly with no unexcused absences or tardies.
- The student will complete a counseling program by November 30, 2010 for decision-making and peer pressure and drug and alcohol abuse prevention/treatment
- The student shall remain free of illegal substances and participate in a monthly drug testing program.
- The student shall complete all elements of this Rehabilitation Plan by December 1, 2010 and present documentation to verify completion.

The parent must meet with the Coordinator of Student Behavior by June 16, 2010, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

**Motion: El-Hajj**

**Second: Carlisle**

**Vote: 3-0 (Burns, absent)**

#### E. ADJOURNMENT

The June 9, 2010 special meeting adjourned 9:20 p.m.



SANTEE SCHOOL DISTRICT  
SPECIAL MEETING  
OF THE BOARD OF EDUCATION

June 22, 2009  
MINUTES

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

**A. OPENING PROCEDURES**

1. Call to Order and Welcome  
President Burns called the meeting to order at 6:05 p.m.  
Members present:  
Dustin Burns, President  
Barbara Ryan, Vice President  
Allen Carlisle, Clerk (Arrived at 6:15 p.m.)  
Dan Bartholomew, Member (Arrived at 6:15 p.m.)  
Dianne El-Hajj, Member  
Staff present:  
Dr. Patrick Shaw, Superintendent and Secretary to the Board  
Karl Christensen, Asst. Superintendent of Business Services  
Linda Vail, Executive Assistant and Recording Secretary

**B. PUBLIC COMMUNICATION**

There were no comments from the public.

**C. CONSENT ITEM**

**1. Approval of Short Term Mover Positions**

Member El-Hajj moved to approve up to three (3) short term moving positions to move furniture, equipment, and materials associated with classroom moves at various schools.

**Motion:** *El-Hajj*                      **Second:** *Ryan*                      **Vote:** *3-0*  
*(Bartholomew, Carlisle, absent)*

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

**1. Shade Structure at Carlton Oaks School**

Karl Christensen presented additional options for a shade structure at Carlton Oaks School as a follow up from the June 15, 2010 meeting.

1. A rectangular structure between the buildings where the current shade structure is located. This option does not accommodate enough tables. There seems to be a little discrepancy on the set back issue so this structure may be able to be extended to accommodate more tables. Christina Becker is investigating this since she heard other districts may have obtained relief in this area because of the non-combustible construction materials.
2. A custom design maximizing the number of tables it covers. Going with this custom design will elongate the schedule and increase the cost to approximately \$144,000 instead of \$60,000 as at PA. A custom design will also require design fees and DSA approval and loses economies of scale. There is a possibility that we could also incur some infrastructure costs.
3. Construct a rectangular structure out on the asphalt by the Project SAFE buildings. Administration does not see this as a feasible option.
4. This option was presented at the last meeting and would construct a structure on the outside of the buildings. This is the least costly option but has significant disadvantages. The lunch area would be located in the middle of a playground area and would have other students playing nearby. A fence may need to be erected around the area.

Administration recommends Option 1 as the best option, especially if we could get some relief on the set back requirements to accommodate more tables. Mr. Christensen asked the Board for direction. The cost for the structure would come from Capital Improvement Program funds.

Member El-Hajj asked if the structure could be used to place solar panels on at a later date if it was placed between the buildings. Mrs. Becker said she is not certain but believes it would need to be built higher and she wants the design to be good for the school.

Member Ryan moved to approve the construction of a shade structure at Carlton Oaks School using Option #1 if the set back can be smaller to accommodate the number of students. If that does not occur, then Option #2 would be constructed.

**Motion:** *El-Hajj*                      **Second:** *Bartholomew*                      **Vote:** *4-1 (Carlisle, no)*

E. BOARD COMMUNICATION

1. **Santee Teachers Association**

The Board members held a round table discussion with members of the Santee Teachers Association leadership team.

F. CLOSED SESSION

1. **Public Employee Performance Evaluation (Govt. Code § 54957)**  
*Superintendent*

The Board determined to postpone the closed session agenda item to the next regular meeting.

G. **RECONVENE TO PUBLIC SESSION AND ADJOURNMENT**

The Board reconvened to public session. No action was reported. The June 22, 2010 special meeting was adjourned at 8:35 p.m.

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Allen Carlisle, Clerk

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Dr. Patrick Shaw, Secretary

SANTEE SCHOOL DISTRICT  
SPECIAL MEETING OF THE BOARD OF EDUCATION

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

**MINUTES**  
April 27, 2010

**A. CALL TO ORDER**

The meeting was called to order at 6:30 p.m. by President Burns.

Members present:

Dustin Burns, President  
Barbara Ryan, Vice President  
Allen Carlisle, Clerk  
Dan Bartholomew, Member  
Dianne El-Hajj, Member

**B. PUBLIC COMMUNICATION**

There were no comments from the public.

**C. CONSENT ITEMS**

1. **Approval of Request for Extended Field trip for Sycamore Canyon School to San Juan Capistrano Mission**  
**Motion: Ryan Second: El-Hajj Vote: 5-0**

**D. CLOSED SESSION**

1. **Consideration of Student Matters (Ed. Code S48918) Students #9-09, #10-09, and #11-09**

The Board entered Closed Session at 6:45 p.m. for student discipline hearings for students #9-09, #10-09, and #11-09. Oral and documentary evidence were received. President Burns announced that the Board members would deliberate and all other persons were asked to leave the room.

**E. RECONVENE TO OPEN SESSION**

The Board reconvened to open session at 9:25 p.m.

1. **Action on Student Hearings**

It was motioned by Member Bartholomew not to expel student #11-09 from the Santee School District. The student will transfer to Sycamore Canyon School and the district will pay for pre and post Project SAFE costs.

**Motion: Bartholomew Second: EL-Hajj Vote: 5-0**

It was motioned by Member Ryan to expel student # 10-09 from the Santee School District from April 27, 2010 to June 24, 2010 for violations of California Education Code Sections 48900 (d) Offered, arranged, or negotiated to sell a substance represented to be alcohol, intoxicant, or controlled substance as defined in the Health & Safety Code, 48900 (g) Attempted to steal/stole school/private property, 48900 (k) Disrupted school activities. This action is based on the following Findings of Fact in accordance with California Education Code §48900.2:

- *Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student # 10-09 admitted to possessing and distributing a white powder being presented as cocaine while on a school campus.*

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan: The student shall

- Remain at current school where he was transferred after the Administrative Review.
- Maintain 2.5 GPA for academic, effort, and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform ten hours of community service at Santee Lakes Park by 6/24/10.
- Attend Juvenile Hall Open House on 5/22/10.
- Complete a counseling program by 6/24/10 for: Decision-making and peer pressure and Drug and alcohol abuse prevention/treatment. If the student does not attend counseling regularly, parent shall immediately notify the school administration.
- Not participate in end-of-year special eighth grade activities. If the student maintains a 2.5 GPA, he may participate in the promotion exercise.
- Complete all elements of this Rehabilitation Plan by June 24, 2010 and present documentation to verify completion.

The parent must meet with the Coordinator of Student Behavior by May 4, 2010, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

**Motion: Ryan**

**Second: Carlisle**

**Vote: 5-0**

It was motioned by Member El Hajj to expel student #9-09 from the Santee School District from April 27, 2010 to June 24, 2010 for violations of California Education Code Sections 48900 (c) Possessed, used, sold, furnished or been under the influence of alcohol, intoxicant, or controlled substance as defined in the Health & Safety Code, 48900 (k) Disrupted school activities. This action is based on the following Findings of Fact in accordance with California Education Code §48900.2:

- *Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #9-09 admitted to possessing and consuming a white powder which was presented as cocaine on a school campus and admitted to smoking marijuana on the way to school on a previous occasion.*

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan. The student shall:

- Remain at current school where he was transferred after Administrative Review.
- Submit a success plan by 4/30/10 to Bob Kull, Coordinator of Student Behavior.
- Maintain 3.0 GPA for academic, effort, and citizenship performance for the third trimester.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Adhere to a student behavior plan developed by school administration.
- Perform ten hours of community service by June 24, 2010.
- Attend Juvenile Hall Open House on May 22, 2010.
- Complete a counseling program by June 24, 2010, for decision-making, peer pressure, and drug and alcohol abuse prevention/treatment.
- If the student does not attend counseling regularly, parent shall immediately notify the school administration.
- The student shall not participate in end-of-year special eighth grade activities. If the student does maintain a 3.0 GPA for the third trimester, he may participate in promotion exercises.
- The student shall remain free of illegal substances and participate in a weekly drug testing program.
- Complete all elements of this Rehabilitation Plan by June 24, 2010 and present documentation to verify completion.

The parent must meet with the Coordinator of Student Behavior by May 4, 2010, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

**Motion: El-Hajj**

**Second: Ryan**

**Vote: 3-2**

#### **E. ADJOURNMENT**

The April 27, 2010 special meeting adjourned 9:30 p.m.

**BACKGROUND:**

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

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

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

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated travel expenses are \$5,319 as disclosed on the following page.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.1.
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## Board Travel Report - July 20, 2010

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Tues-Thurs 06/29/10 - 07/01/10	Andrea Larkin Patty Wilber Carrie Chadwick Cindy Shirley Leslie Wiley Diane Cartier Mona Gholamzadeh	HC HC CFH HC CP CP TBD	Legal Aspects of Special Education	National City	\$0 \$0 \$0 \$0 \$0 \$0 \$0	\$291 \$291 \$291 \$291 \$291 \$291 \$291	ARRA ARRA ARRA ARRA ARRA ARRA ARRA	The focus of this conference is to provide the opportunities and legalities of educating children with disabilities
Tues-Wed, 07/27/10 - 07/28/10	Dr. Patrick Shaw Terry Heck Andy Johnston Stephanie Pierce Stephanie Southcott	Superintendent CH CFH CO PA	Apple Summer Learning Institute 2010	San Diego	\$0 \$0 \$0 \$0 \$0	\$225 \$225 \$225 \$225 \$225	Superintendent's Office Unrestricted Fund Title I Unrestricted Fund Unrestricted Fund	This two day workshop will provide a hands-on opportunity to experience how technology is helping transform learning.
Various, 10/01/10 - 03/11/11	Hope Michel	Ed Services	Special Education Symposium	Escondido	\$0	\$299	ARRA	This symposium will provide information on the latest special education legal decisions and other pertinent special education topics.
Sat-Sun, 12/06/10 - 12/07/10	Stacie Bartfeld Andrea Larkin	CFH HC	Picture Exchange Communication System Basic Training	San Diego	\$0 \$0	\$415 \$415	ARRA ARRA	This two day workshop will provide a basic training of the picture exchange communication system and show ways to implement it.
Sat-Wed, 06/27/10 - 06/30/10	Katy Hammack	PA	ISTE Conference	Denver	\$0	\$394	Title I	The focus of this conference is how to integrate technology standards across the curricula and into assessment practices.
Sun-Mon, 07/18/10 - 07/19/10	Hope Baker	Ed Services	HIPPY AmeriCorps Guadalupe Site Visit	Guadalupe	\$0	\$456	HIPPY	Site visits provide a hands-on opportunity to experience the workings of the HIPPY AmeriCorps Grant.
Tues-Thurs, 08/24/10 - 08/24/10	Bonner Monter Elvia Mariscal	Ed Services Ed Services	CELDT Scoring Training of Trainers	Costa Mesa	\$0 \$0	\$89 \$89	EIA - LEP EIA - LEP	This workshop will provide training in CELDT testing.

**BACKGROUND:**

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

Commercial Warrants issued for the period of June 2010:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-783188 TO 12-796708	\$1,270,173.64
09 00	N/A	\$0.00
12 06	12-783244 TO 12-795514	\$6,429.01
13 00	12-783245 TO 12-796732	\$96,174.47
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39 / 21 08	12-783260 TO 12-796733	\$8,664.11
25 18	12-783261 TO 12-795517	\$40,933.70
25 38	N/A	\$0.00
40 00	12-795518 TO 12-795519	\$1,725.00
63 00	12-787762 TO 12-796734	\$3,559.16
		<b>\$1,427,659.09</b>

Student Body Warrants issued for the period of June 2010:

**\$21,974.05**

Payroll Warrant #'s beginning 10-882046 through 10-882121 and 10-161260 through 10-162086 and 10-887856:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,820,664.67
06 00	\$1,086,162.01
12 06	\$25,866.38
13 00	\$89,049.63
25-18	\$0.00
63 00	\$156,477.01
<b>\$4,178,219.70</b>	

**RECOMMENDATION:**

Administration recommends that the Board approve the expenditure warrants for the month of June 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 \$5,627,852.84 and is disclosed above.

**STUDENT ACHIEVEMENT IMPACT:**

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

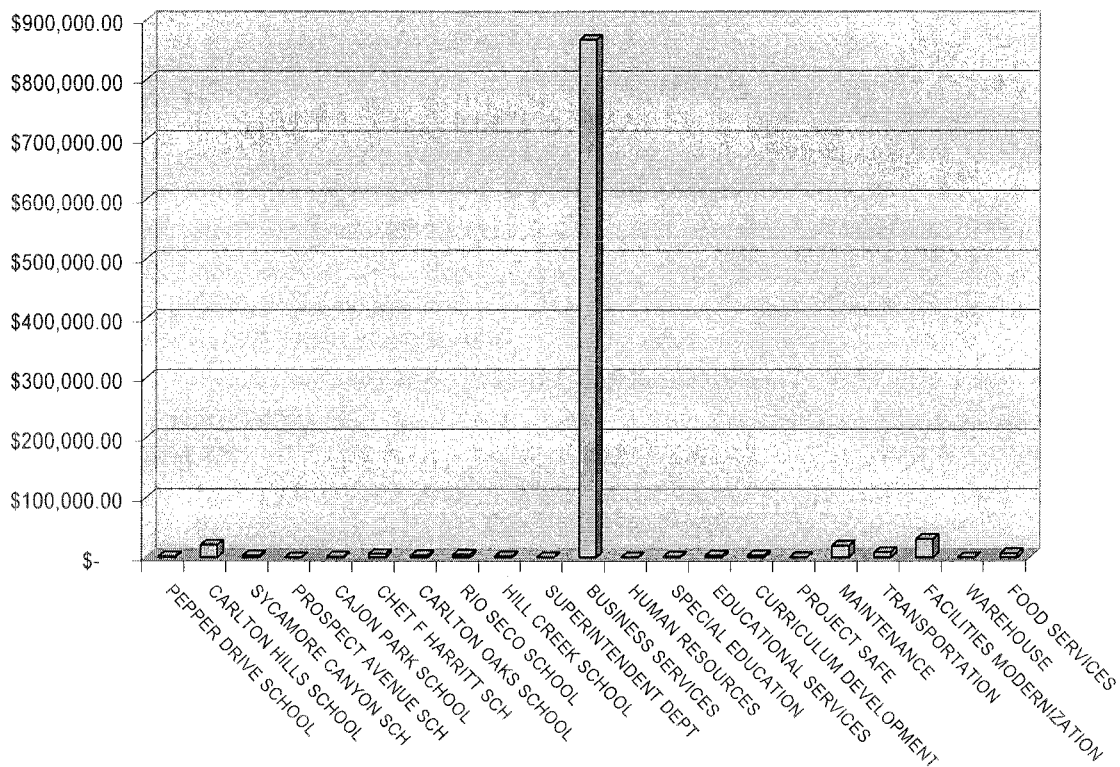
Motion:		Second:		Vote:		Agenda Item D.2.2.
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**BACKGROUND:**

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. During the month of June 2010, there were no payments to vendors that increased the amount of any purchase order by 10% or more.

**PURCHASE ORDER REPORT  
 JUNE 2010**



*The Business Services purchase orders include payment to the Department of Defense for 2008 Fund Reimbursement and payments for professional services rendered for the SWAP legal matter.*

**RECOMMENDATION:**

Administration recommends approval of purchase orders #091720 through #091873 issued June 1, 2010 through June 30, 2010.

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 \$989,602.18 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.
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**LOCATION LIST 2009-10**

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

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

Fund Numbers

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

M = Monthly Blanket  
 A = Annual Blanket  
 L = Lottery

**PURCHASE ORDER LISTING - JUNE 2010  
BY SITE**

091837	6/23/2010	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$	420.00	002	PEPPER DRIVE SCHOOL
091863	6/28/2010	3	PEPPER DRIVE PTO	8TH GRADE PROMOTION - PD	\$	1,275.38	002	PEPPER DRIVE SCHOOL
					<b>TOTAL</b>	<b>\$</b>	<b>1,695.38</b>	<b>PEPPER DRIVE SCHOOL</b>
091743	6/4/2010	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR	\$	2,053.89	003	CARLTON HILLS SCHOOL
091744	6/4/2010	6	ANCHOR GRAPHICS	T-SHIRTS FOR SPEC. ED STUDENTS	\$	237.62	003	CARLTON HILLS SCHOOL
091745	6/4/2010	3	GATEWAY FUND RAISING SERVICE	6TH GRADE CAMP FUNDRAISER	\$	2,920.00	003	CARLTON HILLS SCHOOL
091778	6/9/2010	3	TROXELL COMMUNICATIONS INC	ELEC. EQUIP. PARTS / REPAIRS	\$	1,802.21	003	CARLTON HILLS SCHOOL
091806	6/15/2010	3	DELL MARKETING L.P.	LAPTOP	\$	917.70	003	CARLTON HILLS SCHOOL
091807	6/15/2010	3	CDW GOVERNMENT INC	COMPUTER EQUIP & LICENSE	\$	226.04	003	CARLTON HILLS SCHOOL
091836	6/23/2010	3	CARLTON OAKS COUNTRY CLUB	8TH GRADE PROMOTION - CH	\$	1,680.00	003	CARLTON HILLS SCHOOL
091854	6/25/2010	6	RENAISSANCE LEARNING INC	CLASSROOM MATERIALS	\$	11,440.50	003	CARLTON HILLS SCHOOL
					<b>TOTAL</b>	<b>\$</b>	<b>21,277.96</b>	<b>CARLTON HILLS SCHOOL</b>
091720	6/1/2010	3	REUBEN H FLEET SPACE THEATER	ADMISSIONS	\$	528.00	004	SYCAMORE CANYON SCH
091721	6/1/2010	3	USS MIDWAY MUSEUM	ADMISSIONS	\$	406.00	004	SYCAMORE CANYON SCH
091805	6/15/2010	3	EDUDANCE	BALLROOM DANCE CLASS - SC	\$	1,080.00	004	SYCAMORE CANYON SCH
091867	6/28/2010	3	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - SC	\$	1,572.66	004	SYCAMORE CANYON SCH
					<b>TOTAL</b>	<b>\$</b>	<b>3,586.66</b>	<b>SYCAMORE CANYON SCH</b>
091816	6/18/2010	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$	340.00	005	PROSPECT AVENUE SCH
					<b>TOTAL</b>	<b>\$</b>	<b>340.00</b>	<b>PROSPECT AVENUE SCH</b>
091757	6/8/2010	3	SEA WORLD OF CALIFORNIA	ADMISSIONS	\$	764.75	006	CAJON PARK SCHOOL
091785	6/10/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	152.42	006	CAJON PARK SCHOOL
091862	6/28/2010	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$	580.00	006	CAJON PARK SCHOOL
					<b>TOTAL</b>	<b>\$</b>	<b>1,497.17</b>	<b>CAJON PARK SCHOOL</b>
091756	6/8/2010	3	LAKESHORE	CLASSROOM MATERIALS	\$	220.00	007	CHET F HARRITT SCH
091832	6/23/2010	3	DELL MARKETING L.P.	COMPUTER	\$	691.76	007	CHET F HARRITT SCH
091833	6/23/2010	3	DELL MARKETING L.P.	COMPUTER	\$	1,597.50	007	CHET F HARRITT SCH
091834	6/23/2010	3	CDW GOVERNMENT INC	COMPUTER PARTS/SOFTWARD LIC	\$	3,273.17	007	CHET F HARRITT SCH
091835	6/23/2010	3	TECH4LEARNING	SOFTWARE LICENSES	\$	240.00	007	CHET F HARRITT SCH
					<b>TOTAL</b>	<b>\$</b>	<b>6,022.43</b>	<b>CHET F HARRITT SCH</b>
091740	6/3/2010	3	TCB EMBROIDERY	EMBROIDERY ON T-SHIRTS	\$	88.09	008	CARLTON OAKS SCHOOL
091770	6/8/2010	3	SAN DIEGO HARBOR EXCURSION	8TH GRADE PROMOTION / DANCE	\$	2,179.99	008	CARLTON OAKS SCHOOL
091781	6/9/2010	3	CULVER-NEWLIN, INC.	OUTDOOR BENCHES FOR J. H.	\$	1,590.97	008	CARLTON OAKS SCHOOL
					<b>TOTAL</b>	<b>\$</b>	<b>3,859.05</b>	<b>CARLTON OAKS SCHOOL</b>
091738	6/3/2010	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$	583.00	009	RIO SECO SCHOOL
091742	6/4/2010	3	SCHOLASTIC INC	CLASSROOM MATERIALS	\$	89.62	009	RIO SECO SCHOOL
091786	6/10/2010	3	SKEDADDLE FUNDRAISERS	8TH GRADE YEAR-END FUNDRAISER	\$	1,658.50	009	RIO SECO SCHOOL
091838	6/23/2010	3	EAST COUNTY FAMILY YMCA	ADMISSIONS	\$	436.00	009	RIO SECO SCHOOL
091868	6/28/2010	3	CARLTON OAKS COUNTRY CLUB	8TH GRADE PROMOTION	\$	1,953.00	009	RIO SECO SCHOOL
					<b>TOTAL</b>	<b>\$</b>	<b>4,720.12</b>	<b>RIO SECO SCHOOL</b>
091725	6/2/2010	3	JONES SCHOOL SUPPLY CO INC	STUDENT INCENTIVES - HC	\$	23.94	010	HILL CREEK SCHOOL
091802	6/11/2010	3	SKEDADDLE FUNDRAISERS	FUNDRAISER	\$	2,489.00	010	HILL CREEK SCHOOL
091821	6/21/2010	3	SKEDADDLE FUNDRAISERS	FUNDRAISER - HC	\$	9.00	010	HILL CREEK SCHOOL
					<b>TOTAL</b>	<b>\$</b>	<b>2,521.94</b>	<b>HILL CREEK SCHOOL</b>
091872	6/30/2010	3	S4SIGNS	GRAPHIC DESING - ECHO	\$	300.00	062	SUPERINTENDENT DEPT

					<b>TOTAL \$</b>	<b>300.00</b>	<b>SUPERINTENDENT DEPT</b>
091724	6/2/2010	12	6	CALIFORNIA DEPARTMENT OF	RETURN/APPORTIONMENT-PRE-SCH	\$ 3,711.00	064 BUSINESS SERVICES
091729	6/3/2010	3		ACSA	ANNUAL MEMBERSHIP 2010-11	\$ 1,270.98	064 BUSINESS SERVICES
091730	6/3/2010	3		MISSION FEDERAL CREDIT UNION	QTRLY SVC CHG - JAN THRU MAR	\$ 1,671.04	064 BUSINESS SERVICES
091731	6/3/2010	3		SANTEE SCHOOL DISTRICT	PROP & LIAB RETENTION REIMB.	\$ 908.66	064 BUSINESS SERVICES
091732	6/3/2010	3		FEDERAL EXPRESS CORPORATION	PRIORITY MAIL SERVICES	\$ 175.14	064 BUSINESS SERVICES
091733	6/3/2010	25	18	MARKS GOLIA & FINCH, LLP	LEGAL FEES - SOLAR	\$ 265.00	064 BUSINESS SERVICES
091734	6/3/2010	3		MARKS GOLIA & FINCH, LLP	LEGAL FEES - SWAP	\$ 36,073.86	064 BUSINESS SERVICES
091735	6/3/2010	3		SAN DIEGO NEIGHBORHOOD	LEGAL AD	\$ 84.00	064 BUSINESS SERVICES
091736	6/3/2010	3		BERT L HOWE & ASSOC. INC	PROFESSIONAL SVCS - SWAP LITIG	\$ 26,868.00	064 BUSINESS SERVICES
091737	6/3/2010	6		DEPARTMENT OF DEFENSE	FUND REIMBURSEMENT - FY 2008	\$ 754,602.13	064 BUSINESS SERVICES
091739	6/3/2010	3		DELL MARKETING L.P.	DRUM FOR BUS. SERVICES PRINTER	\$ 54.36	064 BUSINESS SERVICES
091782	6/9/2010	3		EAST COUNTY FAMILY YMCA	3RD GRADE SWIM LESSONS - PD	\$ 2,511.00	064 BUSINESS SERVICES
091783	6/10/2010	3	6	OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - ALL SITES	\$ 3,315.87	064 BUSINESS SERVICES
091784	6/10/2010	13		OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - CNS	\$ 218.76	064 BUSINESS SERVICES
091812	6/16/2010	3		EAST COUNTY FAMILY YMCA	3RD GRADE SWIM PROGRAM - CO	\$ 2,872.50	064 BUSINESS SERVICES
091840	6/23/2010	3		MARKS GOLIA & FINCH, LLP	LEGAL SERVICES - SWAP	\$ 13,953.64	064 BUSINESS SERVICES
091841	6/23/2010	3		SANTEE SCHOOL DISTRICT	P & L CLAIMS	\$ 84.44	064 BUSINESS SERVICES
091842	6/23/2010	3		FEDERAL EXPRESS CORPORATION	OVERNIGHT EXPRESS DELIVERY	\$ 84.57	064 BUSINESS SERVICES
091843	6/23/2010	3		BERT L HOWE & ASSOC. INC	PROF. SVCS - SWAP	\$ 6,323.41	064 BUSINESS SERVICES
091844	6/24/2010	3		CALSTRS - CENTRAL SERVICES	RETIREMENT INCENTIVE	\$ 7,266.83	064 BUSINESS SERVICES
091845	6/24/2010	3		E.S.Q. SERVICES, INC	LEGAL COPYING SVC - SWAP	\$ 4,841.54	064 BUSINESS SERVICES
					<b>TOTAL \$</b>	<b>867,156.73</b>	<b>BUSINESS SERVICES</b>
091722	6/1/2010	3		SHARP REES-STEALY MEDICAL	FITNESS FOR DUTY EXAM	\$ 150.00	065 HUMAN RESOURCES
091723	6/1/2010	3		NATIONAL NOTARY ASSOCIATION	MEMBERSHIP RENEWAL FOR 10-11	\$ 52.00	065 HUMAN RESOURCES
091726	6/2/2010	3		PARKS, JOYCE	COBRA REIMBURSEMENT	\$ 108.77	065 HUMAN RESOURCES
					<b>TOTAL \$</b>	<b>310.77</b>	<b>HUMAN RESOURCES</b>
091727	6/3/2010	6		DELL MARKETING L.P.	LAPTOP COMPUTER	\$ 917.70	067 SPECIAL EDUCATION
091728	6/3/2010	6		CDW GOVERNMENT INC	SOFTWARE LICENSE	\$ 45.90	067 SPECIAL EDUCATION
091796	6/11/2010	6		HANNAMAN, DR. JOHN S.	CLASSROOM MATERIALS	\$ 187.92	067 SPECIAL EDUCATION
091804	6/14/2010	6		DEAF COMMUNITY SERVICES OF	CONSULTING SERVICES	\$ 150.00	067 SPECIAL EDUCATION
091858	6/25/2010	6		EAST COUNTY FAMILY YMCA	ADMISSIONS	\$ 525.00	067 SPECIAL EDUCATION
					<b>TOTAL \$</b>	<b>1,826.52</b>	<b>SPECIAL EDUCATION</b>
091741	6/3/2010	12	6	STREAMLINE FORMS & GRAPHICS	SIGNS FOR STATE PRE-SCHOOL	\$ 167.04	066 EDUCATIONAL SERVICES
091792	6/10/2010	12	6	LAKESHORE	KITCHEN PLAY SETS - PA PRE-SCH	\$ 1,302.83	069 EDUCATIONAL SERVICES
091857	6/25/2010	6		CDW GOVERNMENT INC	SOFTWARE LICENSES - ERC	\$ 137.70	069 EDUCATIONAL SERVICES
091861	6/28/2010	12	6	ADVERTISING EDGE INC	T-SHIRTS FOR STATE PRE-SCHOOL	\$ 630.50	069 EDUCATIONAL SERVICES
091869	6/28/2010	6		NADA SAWAYA	CONSULTING SERVICES	\$ 648.25	069 EDUCATIONAL SERVICES
091870	6/28/2010	6		SUSIK WARTAN	CONSULTING SERVICES	\$ 375.00	069 EDUCATIONAL SERVICES
					<b>TOTAL \$</b>	<b>3,261.32</b>	<b>EDUCATIONAL SERVICES</b>
091763	6/8/2010	6		SAN DIEGO YOUTH & COMMUNITY	CONSULTING SERVICES	\$ 245.00	070 CURRICULUM DEVELOPMENT
091803	6/14/2010	6		BRIDGES EDUCATIONAL CORP.	CONSULTING SERVICES	\$ 518.72	070 CURRICULUM DEVELOPMENT
091808	6/16/2010	6		TIME FOR KIDS INC	REGISTRATION FEES	\$ 780.00	070 CURRICULUM DEVELOPMENT
091853	6/24/2010	6		SOUTH COUNTY REGIONAL	REGISTRATION FEES	\$ 1,610.00	070 CURRICULUM DEVELOPMENT
					<b>TOTAL \$</b>	<b>3,153.72</b>	<b>CURRICULUM DEVELOPMENT</b>
091779	6/9/2010	6		NOBLE CARVER II	GUITAR LESSONS - PA ASES	\$ 600.00	072 PROJECT SAFE
					<b>TOTAL \$</b>	<b>600.00</b>	<b>PROJECT SAFE</b>

091762	6/8/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES - HC	\$	276.08	075	MAINTENANCE
091764	6/8/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	248.09	075	MAINTENANCE
091765	6/8/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	104.40	075	MAINTENANCE
091766	6/8/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	105.44	075	MAINTENANCE
091767	6/8/2010	3	MAINTEX INC	VACUUM REPAIR PARTS/SUPPLIES	\$	60.28	075	MAINTENANCE
091768	6/8/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	22.29	075	MAINTENANCE
091769	6/8/2010	6	AIRE FILTER PRODUCTS CA	AIR FILTERS - PD	\$	357.22	075	MAINTENANCE
091772	6/9/2010	3	A-DISCOUNT VACUUM	VACUUM REPAIRS PARTS	\$	420.32	075	MAINTENANCE
091773	6/9/2010	6	ALPINE EQUIPMENT RENTALS	GROUPS EQUIP/SUPPLIES	\$	448.48	075	MAINTENANCE
091774	6/9/2010	6	ALL CITIES PEST CONTROL	PEST CONTROL SVCS - PD	\$	390.00	075	MAINTENANCE
091775	6/9/2010	6	ALL CITIES PEST CONTROL	PEST CONTROL SVCS - CH	\$	305.00	075	MAINTENANCE
091776	6/9/2010	6	ARI ALLIED REFRIGERATION INC	HVAC SUPPLIES - PD	\$	117.13	075	MAINTENANCE
091780	6/9/2010	6	CHEMSEARCH	HVAC SUPPLIES - HC	\$	1,631.25	075	MAINTENANCE
091787	6/10/2010	6	CALIFORNIA ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - CO	\$	556.56	075	MAINTENANCE
091788	6/10/2010	3	WHOLESALE JOE THE VACUUM KING	EQUIPMENT REPAIR PARTS - STOCK	\$	981.47	075	MAINTENANCE
091789	6/10/2010	6	CALIFORNIA ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - STOCK	\$	1,016.64	075	MAINTENANCE
091790	6/10/2010	6	CALIFORNIA ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - STOCK	\$	540.50	075	MAINTENANCE
091791	6/10/2010	6	AIRGAS INC	HVAC SUPPLIES - CP	\$	89.07	075	MAINTENANCE
091793	6/11/2010	6	CALIFORNIA ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - STOCK	\$	292.89	075	MAINTENANCE
091794	6/11/2010	6	GREENBRIER LAWN & TREE EXPERT	TREE REMOVAL - CP	\$	847.50	075	MAINTENANCE
091795	6/11/2010	6	CLARK SECURITY PRODUCTS INC	HARDWARE SUPPLIES - STOCK	\$	176.69	075	MAINTENANCE
091809	6/16/2010	3	MISSION JANITORIAL SUPPLIES	CUSTODIAL SUPPLIES - STOCK	\$	58.37	075	MAINTENANCE
091810	6/16/2010	6	W W GRAINGER INC	HVAC SUPPLIES - PA	\$	185.45	075	MAINTENANCE
091811	6/16/2010	63	DAVE BANG ASSOCIATES INC	PROJECT SAFE EQUIP. - SC	\$	2,421.33	075	MAINTENANCE
091815	6/17/2010	6	STANDARD ELECTRONICS	SERVICE CALL ON FIRE ALARM-PD	\$	127.50	075	MAINTENANCE
091817	6/18/2010	6	CALIFORNIA ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - PA	\$	292.65	075	MAINTENANCE
091818	6/18/2010	6	US AIR CONDITIONING	HVAC SUPPLIES - PD	\$	5.05	075	MAINTENANCE
091819	6/18/2010	6	US AIR CONDITIONING	HVAC SUPPLIES - PD	\$	76.28	075	MAINTENANCE
091820	6/18/2010	6	US AIR CONDITIONING	AIR FILTERS - ERC	\$	23.44	075	MAINTENANCE
091822	6/21/2010	6	DRAIN PROS INC	PLUMBING - RS	\$	395.00	075	MAINTENANCE
091823	6/21/2010	6	DECKER EQUIPMENT	MAINT. SUPPLIES - PA	\$	244.48	075	MAINTENANCE
091824	6/21/2010	6	CALIFORNIA ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - STOCK	\$	373.92	075	MAINTENANCE
091825	6/21/2010	6	CALIFORNIA ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - CH	\$	292.89	075	MAINTENANCE
091826	6/21/2010	6	CALIFORNIA ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - CFH	\$	356.47	075	MAINTENANCE
091827	6/21/2010	6	CALIFORNIA ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - STOCK	\$	367.00	075	MAINTENANCE
091828	6/21/2010	6	STANDARD ELECTRONICS	ELECTRICAL WORK - CPJH	\$	155.69	075	MAINTENANCE
091846	6/24/2010	6	US AIR CONDITIONING	HVAC SUPPLIES - M&O	\$	219.50	075	MAINTENANCE
091847	6/24/2010	6	US AIR CONDITIONING	HVAC SUPPLIES - PD	\$	121.62	075	MAINTENANCE
091848	6/24/2010	3	A-DISCOUNT VACUUM	EQUIP. REPAIRS/PARTS - STOCK	\$	21.51	075	MAINTENANCE
091849	6/24/2010	3	ADVANTAGE PRODUCTS CORP	CUSTODIAL SUPPLIES - CO	\$	30.52	075	MAINTENANCE
091850	6/24/2010	6	US AIR CONDITIONING	HVAC SUPPLIES - HC	\$	305.11	075	MAINTENANCE
091851	6/24/2010	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - PD	\$	37.63	075	MAINTENANCE
091852	6/24/2010	63	CLARK SECURITY PRODUCTS INC	LOCKS/HDWR-PSFE SUMMER CP/SC	\$	913.59	075	MAINTENANCE
091859	6/25/2010	3	ADVANCE COMMUNICATIONS CABLING	REPAIRS-FIBER OPT CONN'S - SC	\$	1,250.00	075	MAINTENANCE
091864	6/28/2010	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - HC	\$	88.38	075	MAINTENANCE
091865	6/28/2010	6	MASON'S SAW & LAWNMOWER	MAINT. RAMROD - GROUNDS	\$	2,464.38	075	MAINTENANCE
091866	6/28/2010	6	TEAL PIPE & SUPPLY INC	PLUMBING SUPPLIES - STOCK	\$	211.29	075	MAINTENANCE

TOTAL		\$ 20,026.35		MAINTENANCE	
091746	6/4/2010	6	315.61	076	TRANSPORTATION
091747	6/4/2010	6	92.93	076	TRANSPORTATION
091748	6/4/2010	6	60.13	076	TRANSPORTATION
091749	6/4/2010	6	1,530.00	076	TRANSPORTATION
091750	6/4/2010	6	70.42	076	TRANSPORTATION
091751	6/4/2010	6	220.00	076	TRANSPORTATION
091752	6/4/2010	6	18.08	076	TRANSPORTATION
091753	6/4/2010	6	51.73	076	TRANSPORTATION
091754	6/4/2010	6	2,582.34	076	TRANSPORTATION
091755	6/4/2010	6	300.00	076	TRANSPORTATION
091798	6/11/2010	6	101.82	076	TRANSPORTATION
091799	6/11/2010	6	190.60	076	TRANSPORTATION
091800	6/11/2010	6	110.00	076	TRANSPORTATION
091801	6/11/2010	6	887.13	076	TRANSPORTATION
091813	6/17/2010	6	50.00	076	TRANSPORTATION
091814	6/17/2010	6	1,392.44	076	TRANSPORTATION
091856	6/25/2010	6	1,094.58	076	TRANSPORTATION
TOTAL			<b>9,067.81</b>	<b>TRANSPORTATION</b>	
OUTSIDE TRANSPORTATION SVCS					
091758	6/8/2010	25	6,500.00	077	FACILITIES MODERNIZATION
091759	6/8/2010	25	300.11	077	FACILITIES MODERNIZATION
091760	6/8/2010	25	6,500.00	077	FACILITIES MODERNIZATION
091761	6/8/2010	25	503.13	077	FACILITIES MODERNIZATION
091777	6/9/2010	25	322.35	077	FACILITIES MODERNIZATION
091797	6/11/2010	3	240.29	077	FACILITIES MODERNIZATION
091829	6/21/2010	25	717.00	077	FACILITIES MODERNIZATION
091830	6/23/2010	40	900.00	077	FACILITIES MODERNIZATION
091831	6/23/2010	6	7,245.00	077	FACILITIES MODERNIZATION
091855	6/25/2010	40	825.00	077	FACILITIES MODERNIZATION
091860	6/25/2010	25	3,950.00	077	FACILITIES MODERNIZATION
091873	6/30/2010	25	2,950.00	077	FACILITIES MODERNIZATION
TOTAL			<b>30,952.88</b>	<b>FACILITIES MODERNIZATION</b>	
091771	6/8/2010	3	285.47	078	WAREHOUSE
TOTAL			<b>285.47</b>	<b>WAREHOUSE</b>	
091871	6/29/2010	13	7,139.90	090	FOOD SERVICES
TOTAL			<b>7,139.90</b>	<b>FOOD SERVICES</b>	
STORES SUPPLIES					
COMPUTERS					
\$ 989,602.18					

**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends approval of checks #22115 through #22118 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is \$466.40 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.
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SANTEE SCHOOL DISTRICT  
REVOLVING CASH REPORT- \$15,000

Date	Number	Name	Memo	Amount
06/07/10	22115	DANIELLE PETERSON	PARENT REIMBURSEMENT	\$72.00
06/14/10	22116	VONS	LORENE FOSTER CHILDREN'S FUND	\$100.00
06/15/10	22117	LAURA SPENCER	TRAVEL ADVANCE (ISTE CONFERENCE)	\$187.40
06/17/10	22118	PROJECT SAFE - SANTEE SCHOOL DIST	LORENE FOSTER CHILDREN'S FUND	\$107.00
		Total Checks Written		\$466.40
		Total to be Reimbursed		\$466.40

**BACKGROUND:**

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program and Supplement Classroom Supplies	\$72.00	Jamba Juice	Pride Academy at Prospect Avenue School
<b>TOTAL DONATIONS RECEIVED</b>	\$72.00		

**RECOMMENDATION:**

Administration recommends acceptance of the donation 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 \$72.00.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.5.
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Consent Item D.2.6. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement

Prepared by Karl Christensen  
July 20, 2010

**BACKGROUND:**

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

<b>SANTEE SCHOOL DISTRICT Uniform Complaint Quarterly Report April 1, 2010 through June 30, 2010</b>			
	<b>Number of Complaints Received in Quarter</b>	<b>Number of Complaints Resolved</b>	<b>Number of Complaints Unresolved</b>
<b>Instructional Materials</b>	0	0	0
<b>Facilities</b>	0	0	0
<b>Teacher Vacancy and Mis-assignment</b>	0	0	0
<b>Total</b>	0	0	0

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending June 30, 2010 and authorize administration to submit the report to SDCOE.

**FISCAL IMPACT:**

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

**STUDENT ACHEIVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.6.
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Consent Item D.2.7.  
Prepared by Karl Christensen  
July 20, 2010

Approval of Agreement between Santee School District  
and the San Diego County Schools Fringe Benefits  
Consortium to Administer a 403(b) Plan Retirement  
Incentive Program for Classified, Non-Management  
Employees for the 2009-10 School Year

**BACKGROUND:**

The District recently offered a 403(b) one-time lump sum or annuity Retirement Incentive Program for Classified Non-Management employees under the following conditions:

- Be fifty-five (55) years of age or older on or before June 30, 2010
- Have at least fifteen (15) years of service with the District on the effective date of retirement, the last five (5) of which were consecutive
- Give written notice of intent to retire from the District by close of business on April 30, 2010
- Retire from the District on or before June 30, 2010
- Not be eligible for the PERS 2-year service credit offered to certain job classifications
- Have at least five (5) participants for 20% of base annual salary; at least 8 participants for 25% of base annual salary.

Five (5) employees did retire as of June 30, 2010 meeting the qualifications above. The District will contract with the San Diego County Fringe Benefits Consortium ("FBC") to administer the program and ensure compliance with all applicable laws and regulations. In addition to the amount paid to employees, the District will pay a one-time fee of 1.5% of the total 403(b) payments.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreement between Santee School District and the San Diego County Schools Fringe Benefits Consortium to Administer a 403(b) Plan Retirement Incentive Program for Classified, Non-Management Employees for the 2009-10 School Year.

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 \$31,046.80 in 403(b) payments to employees plus \$465.70 in fees to the FBC.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.7
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AGREEMENT BETWEEN

Santee SCHOOL DISTRICT AND THE SAN DIEGO COUNTY SCHOOLS FRINGE

BENEFITS CONSORTIUM

	) Contact Person:
	)
SANTEE SCHOOL DISTRICT	) Karl Christensen
	) Assistant Superintendent
9625 Cuyamaca Street	) Business Services
	)
Santee CA 92071-2674	)
	)
PHONE: (619) 258-2320	)
	)
FAX: (619) 258-2305	)

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Dated this 11<sup>th</sup> day of June, 2010

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Classified Employees

AGREEMENT BETWEEN  
THE SANTEE SCHOOL DISTRICT AND  
THE SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM

THIS AGREEMENT is entered into by and between the SANTEE SCHOOL DISTRICT, ("District") an elementary school district organized and operated pursuant to Education Code section 33000, located at 9625 Cuyamaca Street, Santee, California, 92071-2674 and the SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM, ("FBC") a Joint Powers Authority operating pursuant to Government Code section 6500, located at 6401 Linda Vista Road, San Diego, California, 92111-7399.

**RECITALS**

The District has determined to offer a 403(b) Plan ("Plan") retirement incentive program to classified, non-management, employees for the 2009-2010 school year. The 403(b) Plan consists of a one-time payment of 20% of base salary.

Only classified, non-management employees who meet the following conditions are eligible:

- 1) Are employed by the District as of January 1, 2010;
- 2) Are at least fifty-five (55) years of age with at least fifteen (15) years of service in a regular, non-substitute position with the District as of June 30, 2010; The last five of which must be consecutive.
- 3) Have resigned from District employment effective after completion of the 2009-2010 school year on or before June 30, 2010.

- 4) Are not eligible for the CalPERS 2-year service credit incentive offered by District for 2009-2010 to specific job classes

The 403(b) Plan is conditioned upon at least five (5) District classified, non-management employees participating in the Plan. District holds the right to implement the incentive if less than five (5) employees elect to participate.

The District intends that the FBC serve as contract administrator for the 403(b) Plan.

The FBC has determined to serve as the contract administrator for the District 403(b) Plan.

#### AGREEMENT

Now, therefore, the parties hereby agree as follows:

1. Term.

The term of this Agreement shall be for a period of no less than one year commencing with the qualification of the District for the Plan when at least 5 classified, non-management, District employees (or the selected number of employees, agreed for by the district) submit their CalPERS retirement papers / resign from the district no later than June 30, 2010.

2. Duties of the District.

The District shall provide the FBC information regarding classified, non-management, employees who qualify for the 403(b) Plan by July 6, 2010.

The District shall pay the retirement incentive in a one-time payment into the FBC 403(b) plan, on behalf of each eligible District member. The payments shall be one-time installment of 20% of employee's base salary commencing ten working days from July 27, 2010. The retiree shall have the sole discretion to withdraw, invest or elect a payment option for the full cash amount of installment; 20% of base salary paid into the 403(b) plan.

In addition to the one-time payment of 20% of base salary per participant, the District also agrees to pay a 1.5% administration fee to the FBC by August 1, 2010.

**3. Duties of the FBC.**

The FBC shall produce enrollment materials.

The FBC shall conduct group orientation meetings and workshops for individualized counseling at the District.

The FBC shall process enrollments for the participants.

The FBC shall help coordinate enrollment with the District.

The FBC shall provide documents needed to establish the Plan.

The FBC shall discuss plan provisions, implementation and communication strategies with the District and Santee School District Employee's Association.

The FBC shall advise the District of ongoing compliance and qualification requirements of the Plan.

The FBC shall deposit into individual members accounts the appropriate contribution, which has been sent by district, on behalf of employee.



FBC shall deposit to individual members plan account by August 1, 2010.

The FBC shall contract with the third-party administrator National Benefits Services, Inc., located at 8523 S Redwood Road, West Jordan, UT 84088.

The FBC shall contract with the Plan provider, Nationwide Insurance Company, P.O. Box 16609, Columbus, Ohio 43216.

Once implemented, the FBC shall be responsible for ongoing compliance, such as:

- a. Insuring that the State Controller Annual Report is filed by the Third-Party Administrator.
- b. Insuring that the Third-Party Administrator issues IRS 1099 forms to retirees who withdraw money out of the Plan.

4. Disputes.

Any disputes arising under this Agreement shall be resolved pursuant to Article XXVIII Binding Arbitration under the San Diego County Fringe Benefits Consortium Agreement dated July 1, 1994.

5. Notice.

Any notices or other communications required or delivered under this Agreement shall be in writing and shall be sufficiently given if delivered personally or mailed by first class mail, postage pre-paid to:

Santee School District  
9625 Cuyamaca Street  
Santee CA 92071-2674  
Attention: Assistant Superintendent Business Services

Fringe Benefit Consortium  
San Diego County Office of Education  
6401 Linda Vista Road #506  
San Diego CA 92111-7399  
Attention: Risk Manager

6. Assignment.

Neither party may assign any part of this Agreement. It shall be binding upon each parties' respective successors.

7. Governing Law.

This Agreement shall be governed by the laws of California. If any legal action is brought it shall be in the state or federal court in San Diego County.

8. Modification or Amendment.

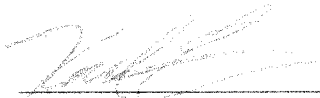
No modification or amendment shall be binding on the parties unless in writing and approved by the governing Board of the District and the FBC.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

District

Fringe Benefit Consortium

By:

  
\_\_\_\_\_

By:

\_\_\_\_\_

Name: Karl Christensen

Name: Diane M Crosier

Title: Assist. Superintendent  
Business Services

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The Agreement was approved at Board meeting: \_\_\_\_\_

**BACKGROUND:**

The District currently contracts with Paradigm to administer and submit claims under MAA and Practi-Cal to administer and submit claims under Med-Cal billing option. In June, the Board approved contracting with Paradigm for MAA Claims Administration but this contract has not yet been executed since staff was investigating other possibilities.

The current contract with Paradigm stipulates a fee of \$112.50 per claim participant per quarter. For 2007-08 and 2008-09 claims this equated to between 15% and 21% of claims submitted. Over the last 3 years, the amount of claims submitted and revenue received for MAA has been declining. For 2009-10, less than \$20,000 was received, much less than would be expected given the size and demographics of the District.

For Medi-Cal Billing Option, the District pays Practi-Cal a flat fee of 15% of claims revenue received up to \$250,000. The fee then drops by ½% for each additional increment of \$250,000.

An analysis of revenue and fees for both programs reveals the following:

Source	Vendor	Description	2007-08	2008-09	2009-10	2010-11	Notes
<i>MAA</i>	Paradigm	Claims	33,080	23,488	0		
		Revenue	41,478	25,793	19,600		
		Fees Paid	0	2,886	5,063	4,950	\$112.50 per claimed participant per quarter 09-10 fee for 07-08; 10-11 not yet paid
		% of Revenue	0.00%	11.19%	25.83%		
		% of Claims	0.00%		15.30%	21.07%	
<i>Medi-Cal</i>	Practi-Cal	Claims	83,509	76,199	138,103		
		Revenue	83,509	76,199	138,103		
		Fees Paid	12,526	11,430	20,716		15% of reimbursements up to \$250k
		% of Revenue	15.00%	15.00%	15.00%		
		% of Claims	15.00%	15.00%	15.00%		

The District can benefit by shifting claims administration and submittal to Accelify for both MAA and Medi-Cal Billing Option. Accelify has experience with these claims in many states, including California. Staff contacted three (3) districts in California, including one (1) in San Diego, currently using Accelify's services and received positive feedback. The proposed fee structure incentivizes Accelify to increase the amount of claims submitted as they receive 5% of revenue up to the amount of the District's most recent 12 month claims and 7.5% for amounts over the existing revenue. Analysis of Accelify's database of similar sized school districts indicates that Santee is receiving more than the expected amount for Medi-Cal billing option but substantially less than that expected for MAA. Although Accelify estimates Santee should be receiving \$1 million annually, even receipt of 25% of this amount generates an additional \$216,712 in net revenue for the District. With Medi-Cal Billing Option, if a similar annual amount were claimed, net revenue would increase by \$13,810 from the reduced rate structure.

Accelify works cooperatively with staff and Administration to maximize amounts claimed by providing intuitive, easy-to-use, Internet based software; initiating reminder messages; and conducting collaborative meetings with individual staff members to guide and encourage participants in submitting their time accounting regularly.

**RECOMMENDATION:**

Approve Agreements with Accelify to provide Claims Administration Services for Medicaid Administrative Activities (MAA) and Medi-Cal Billing Option

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

Possibility of as much as \$230,000 in additional net revenue, depending on the amount claimed.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.8.
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Consent Item D.3.1.

Approval of Annual Evaluation of the  
Alternative Education School

Prepared by Kristin Baranski  
July 20, 2010

**BACKGROUND:**

Each district operating an alternative school must complete an annual evaluation for the school. The annual evaluation and report pursuant to Education Code Section 58510 must include testing of basic skills for student participants and identifying variables that may affect student academic achievement. The evaluation process must also include teacher, parent, and student input from the Alternative School. The report is to be forwarded to the State Superintendent of Public Education.

The 2009-2010 annual evaluation report of the Santee School District Alternative Education School is attached for Board review and approval.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the 2009-2010 Annual Evaluation of the Santee School District Alternative Education School.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The Alternative School program is self-supporting, collecting ADA through independent study contracts completed by the parent and child. The Alternative School has a student enrollment of approximately 41 students.

**STUDENT ACHIEVEMENT:**

The Alternative Education program (Home School) provides parents and students a high degree of support for those who wish to home school their children. The success of the program is exemplified not only through the assessment data presented in the evaluation report, but also in the fact that these students typically are very successful as they progress through school in later years.

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

Agenda Item D.3.1.

**SANTEE SCHOOL DISTRICT**  
**ALTERNATIVE EDUCATION SCHOOL**

**ANNUAL EVALUATION REPORT**  
**2009-2010**

- I. Introduction by Alternative Education Director**
  - Background Information
  - Program Descriptions
  - School Mission/School Goals
  
- II. Enrollment Statistical Data for the Year**
  - Annual Enrollment/Withdrawal Report
  - Annual Monthly Student Enrollment Report
  
- III. Student Profile Data**
  
- IV. Overview of Year**
  - The School-Wide Surveys
  - Parent Survey Results
  - Student Survey Results
  
- V. Highlights of Activities and Accomplishments**

**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**I. Introduction by Alternative Education Director**  
**2009-2010**

This is an evaluation summary pursuant to Section 58510 of the California Education Code. It is intended to provide information on the background, description, goals, activities, and various statistical information, which might be used in the ongoing process toward betterment of the Santee Alternative School.

In October 1988, the Santee School District joined with the Lakeside School District to operate an alternative education school for Lakeside/Santee parents. At that time, neither district had enough home school students to support its own program. On July 1, 1991, Santee separated from Lakeside and began a program with 30 students. By the end of the school year enrollment had increased to approximately 65 students.

The Santee Alternative School just completed its 19<sup>th</sup> year of operation, and the 2009-2010 school year saw an enrollment high of 42 students. Over the course of the school year we have served 56 students. In line with the Santee School Board Policy, the Santee Alternative School (under Independent Study) is an optional alternative instructional strategy by which enrolled students may achieve curriculum objectives and fulfill promotion requirements. Independent Study offers a means of individualizing the education plan for students whose needs may best be met through study outside of the regular classroom setting.

The mission of the Santee Alternative School is to provide the best educational opportunity for all students. Parents choose an alternative educational mode to meet the individual needs of their children and the staff is responsible to insure that students' educational programs meet the district and state requirements. The Santee Alternative School provides guidance and support while monitoring student progress.

**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**II. Enrollment Data for the Year 2009-2010**

**Annual Enrollment/Withdrawal Report**

Total Served 2009-2010	56	Program Initiated Withdrawals	1
Total Withdrawals 2009-2010	15	Parent Initiated Withdrawals	14

**Number and Percentage of Students Transferring from the Santee Alternative School**

	Transfers to...	Transfers Within District to...	Transfers Out of District to...
Public School	12 students	10 students	2 students
Private School	0 students	0 students	0 students
Home School	3 students	1 students	2 students

**Annual Monthly Student Enrollment Report**

ENDING DATE	ADDED	DROPPED	TOTAL ENROLLED
<b>2009</b>			
October 2	33	3	30
October 30	1	0	31
November 27	2	1	32
December 18	5	3	34
<b>2010</b>			
January 29	5	2	37
February 26	2	2	37
March 26	2	1	38
April 30	4	1	41
May 28	2	2	41
As of June 11	0	0	41



**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**III. Student Profile Data**

A student who may benefit from independent study for one or more of the following reasons:

- Inability to succeed in a large-group setting
- Member of a family committed to educating its own children
- Marriage or child-rearing conflict
- Financial need
- Mobility/travel/traveling artistic performers and athletes
- Recurring physical illness that does not warrant home or hospital instruction
- Psychological problem or family/personal crisis
- Difficulty in school placement because of age

Placement in independent study is based on:

- Evidence that the student can work at grade level with minimal certificated supervision when directly supervised by a parent
- Evidence that the proposed program will be pursued
- Availability of the certificated staff to supervise the student effectively
- Assessment results

The success rate of Kindergarten through grade eight independent study pupils increases when parents exhibit:

- Ability to be responsible for the supervision of the pupil while he/she is completing the assigned work and for submitting all completed assignments necessary for evaluation
- Ability to encourage him/her to do more than the minimum study requirements in order for the pupil to complete school consistent with the traditional school
- Willingness to attend independent study curriculum in-service meetings for parents

**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**IV. Overview of the Year**  
**School-Wide Student/Parent Survey**

During the third trimester of the 2009-2010 school year, in an effort to collect information that might be useful in the ongoing improvement of the Santee Alternative School, surveys were given to enrolled students and their parents. 92% of the school-wide surveys were completed.

**Parent Survey Results**

1. The Santee Alternative School is meeting or exceeding the expectation I had prior to enrolling in the program.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
78%	11%	11%		

2. The Santee Alternative School Resource Teachers are meeting my curricular needs as they arise.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
81%	15%	4%		

3. The Resource Teachers provide remedial, extra practice or enrichment materials when necessary.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
85%	11%	4%		

4. The Resource Teachers are timely in assisting me and carryout their responsibilities efficiently.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
85%	7%	8%		

5. The Santee Alternative School is supplying curriculum, materials and support for me to do a good job teaching.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
89%	4%	4%		

**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**IV. Overview of the Year**  
**Parent Survey Results (continued)**

6. The Resource Teachers' evaluation of my child's progress is consistent with my evaluation.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
89%	11%	4%		

7. The Santee Alternative School field trips and in-service programs are a positive addition to the program.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
78%	7%	11%		

8. The Santee School District Administration is supportive of my efforts at the Santee Alternative School.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
63%	29%	4%		

9. I would recommend the Santee Alternative School.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
85%	7%	8%		

10. In addition to the field trips and in-service programs already provided, what others would you like to have next year?

- Padre Dam Water Treatment Plant tour
- Nature hike at Mission Trails
- Mission
- Train trip to San Juan Capistrano Mission
- Sleep over on the Star of India
- Clay or painting studio
- Visit colleges or universities
- Legoland

**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**IV. Overview of the Year**  
**Parent Survey Results (continued)**

- Yogurt Mill
- Broadway Pet Hospital
- More community based trips (ex. Food Bank volunteering)

11. Please provide any positive comments or concerns you have regarding the Santee Alternative School's program.

- I am very thankful for Patricia Noujaim and Dianne Brown who made it very easy for us to get started when my daughter was having problems at school and needed this school.
- My daughter and I have had another great year at the Santee Alternative School and we look forward to another great year next year. Patricia and Dianne are always willing to help and always provide great ideas and support.
- The staff goes above and beyond to assure the student and family stay on track and provide a positive experience.
- The teacher is very patient and understanding and is very helpful when you need the help.
- Mrs. Noujaim is very helpful and supportive.
- I have had two other children in this program, but this year was the best. Dianne and Patricia are wonderful and so very helpful.
- I am concerned the writing program will not be available at the start of next year. This was a big set back at the beginning of this year.
- The Santee Alternative School program exceeded my expectations and displayed genuine interest in each individual student's needs and even adjusted by child's curriculum to meet his needs. My sincere thanks goes to the above average services from Patricia Noujaim, Dianne Brown and Katy Tedder (IEP Director). My child had challenges and was discouraged by the regular school curriculum. Thanks to the Santee Alternative School program, my child is motivated, encouraged, and proud of his accomplishments. Thank you Santee Alternative School.
- This is the best program. It has been a very positive life changing experience for our family. Thank you.
- Great program, we love it!
- The staff is very nice and treats you wonderfully. They give you a lot of support and listen to your comments, questions, and concerns.

**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**IV. Overview of the Year**  
**Parent Survey Results (continued)**

- This is my first year with Santee Alternative School. It has been a wonderful experience.
- I really appreciate Patricia and Dianne's help and support they've given us.
- I absolutely LOVE Dianne and Patricia. I was afraid that things would change under new leadership but it is still amazing. My family appreciates this program and its patience and kindness.
- This is an outstanding program, very organized. I would recommend this to anyone having a problem with their child sitting still in class. It has helped us tremendously.
- Patricia Noujaim has been a wonderful addition to the Alternative School. The families are so blessed to have her and the many resources she brought with her. I also appreciate Katy Pohle's willingness to work with the students given her limited time at the school.

## IV. Overview of the Year Student Survey Results

1. I have been at the Santee Alternative School.

Less than 6 months	44%
6 months to a year	18%
1-2 years	28%
More than 2 years	10%

2. Who decided you would attend the Santee Alternative School?

You	5%
Your parents	28%
You and your parents	67%

3. How well were you doing academically before coming to the Santee Alternative School?

Above average	26%
Average	44%
Below average	18%
I was not in school	10%

4. My school work now is:

Difficult	15%
Easy	15%
Just right	70%

5. I am aware of how I am doing in all subject areas

Agree	87%
Disagree	13%

6. The Santee Alternative School Staff shows respect and a caring attitude toward me.

Agree	100%
Disagree	0%

**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**IV. Overview of the Year**  
**Student Survey Results (continued)**

7. The Santee Alternative School Teachers are willing and available to meet with me and or my parents.

Always	62%
Almost always	38%
Never	0%

8. I usually enjoy school.

Agree	80%
Disagree	20%

9. What do you like the best about the Santee Alternative School?

The flexible hours	31%
The book learning only	3%
One-to-one learning	26%
Learning in different ways	13%
Learning at my own pace	26%

**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**V: Highlights of Activities and Accomplishments**

During the 2009-2010 school year, the Santee Alternative School was involved in the following:

- An Alternative Home School website was created and continually updated on the SanteeSD homepage to communicate with parents and students, inform perspective families, and to conserve paper by posting calendars, newsletters, and computer resource navigation and links..
- A School Site Council composed of two parents and one staff member met monthly to monitor and evaluate the program.
- For the 19<sup>th</sup> year in a row, the Santee Alternative School arranged for families to have a school picture day.
- A variety of educational field-trips were offered which included: educational excursions to Reuben H. Fleet Space Theatre, Wild Animal Park, San Diego Harbor Floating Lab, Kroc Ice Center, the Museum of Man, Sea World, the San Diego Zoo, a local pumpkin patch, a grocery store, a restaurant, and a behind the scenes tour of a movie theatre.
- The Santee Alternative School Staff offered individual tutoring to meet student needs in various curricular areas.
- The Santee Alternative School Staff offered workshops for parents including grade level meetings to discuss planning and curriculum, standardized testing, and writing skills. In addition, workshops for parents as teachers were held to allow collaboration of teaching strategies by grade level led by Santee School District invited teachers.
- An application for the Santee District Foundation Grant was submitted and approved to purchase technology equipment. Purchased were both an LCD projector and a document camera. In addition, funds were approved by our SSC to jointly purchase additional computer equipment to begin the construction of a computer lab. Eleven new computers were purchased.
- The Santee Alternative School parents and staff took responsibility for a variety of on-going cooperative activities.
- An open computer lab was offered Monday through Friday.



**SANTEE SCHOOL DISTRICT**  
**SANTEE ALTERNATIVE SCHOOL**

**V: Highlights of Activities and Accomplishments (continued)**

- The Santee Alternative School staff organized grade level learning activities. Weekly, bi-monthly, or quarterly activities were held which focused in the areas of writing, math, and art instruction.
- The Santee Alternative School provided a monthly reading activity, music, art and physical education time for all kindergarten-3rd graders.
- The Santee Alternative School provided monthly Arts Attack classes for grades three through eight in which students completed themed projects. Art projects were submitted to the San Diego Fair and entrance passes were awarded to all recipients.
- A Planning Committee of two parents met monthly to help plan the Alternative Education School's calendar of activities. Each member took responsibility for the planning and coordinating various activities
- The Santee Alternative School twice monthly taught 2nd-8th grade writing classes in which students were taught and practiced state writing standards.
- The Santee Alternative School students were enrolled in the 'Book It' Reading Incentive Program, sponsored by Pizza Hut.
- The Santee Alternative School held well-attended beginning and end of the year family picnics at Santee Lakes.
- Parent and student surveys were distributed during the third quarter trimester to assess the Santee Alternative School's success in meeting student and parent needs. The results, which were quite favorable, are attached.
- The eighth grade end-of-year promotion exercise and reception was held at the Santee Alternative School. A School Board member and the principal were present to award promotion certificates. Teachers, staff, and parents were all in attendance. Parents were invited to speak about their students' accomplishments and each graduate took part in the program.

Consent Item D.3.2. Adoption of Resolution #1011-02 Designating Personnel and Approval of 2010-11 Child Development Services Contract  
Prepared by Kristin Baranski  
September 1, 2009

**BACKGROUND:**

Presented for Board approval is the 2010-11 contract for child development services to operate the State Preschool Program with the California Department of Education and an attached resolution designating personnel to sign contract documents for fiscal year 2010-11. The maximum rate per child per day of enrollment payable pursuant to the provisions of the agreement will be \$32.66. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of the agreement will be \$257,122.

**RECOMMENDATION:**

Administration recommends approval of the 2010-11 contract for child development services to operate the State Preschool Program with the California Department of Education and adoption of Resolution #1011-02 designating personnel to sign contract documents for fiscal year 2010-11 as presented.

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 Maximum Rate per child per day of enrollment payable pursuant to the provisions of the agreement will be \$32.66. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of the agreement will be \$257,122.

**STUDENT ACHIEVEMENT IMPACT:**

Children who participate in the State Preschool program increase their opportunity to enter kindergarten ready to learn.

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

Agenda Item D.3.2.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10-11

DATE: July 01, 2010

CONTRACT NUMBER: CSPP-0484

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6836-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTEE SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$32.66 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$257,122.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 7,873.0

Minimum Days of Operation (MDO) Requirement 180

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Kristin Baranski, Director, Educational Service			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 9619 Cuyamaca Street, Santee, CA 92071			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 257,122	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) 0656 23038-6836	FUND TITLE General		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 257,122	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

## STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

### Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed contract will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and *Public Contract Code* Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.

PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION

#1011-02

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.

RESOLUTION

BE IT RESOLVED that the Governing Board of Santee School District

authorizes entering into local agreement number/s CSPP-0484 37-6836-00-0 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Kristin Baranski</u>	<u>Director, Educational Services</u>	

PASSED AND ADOPTED THIS 20th day of July 2010-11, by the Governing Board of Santee School District of San Diego County, California.

I, Allen Carlisle, Clerk of the Governing Board of Santee School District, of San Diego, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature) (Date)

Consent Item D.3.3. Approval of Spanish I Program for the 2010-11 School Year  
Prepared by Kristin Baranski  
July 20, 2010

### **BACKGROUND**

Since the 2007-08 school year, the Santee School District and the Grossmont Union High School District have offered an eighth grade Spanish I class during a zero period. Grossmont Union High School District contracts with a credentialed Spanish teacher and Santee School District funds the teacher's salary for this class. Students successfully completing this class will enroll in Spanish 2 as freshmen. The program has been highly successful.

For the 2010-11 school year, Santee School District will be able to offer one Spanish class at PRIDE Academy. All incoming eighth grade students were invited to attend and there are currently 43 students, representing all schools in the District, requesting enrollment in this class. Based on District budgetary reductions, students will not be provided District transportation to and from the class.

### **RECOMMENDATION**

Administration recommends the Board of Education approve the Spanish I class at PRIDE Academy for the 2010-11 school year. Additionally, administration requests approval to enter into a personnel agreement with the Grossmont Union High School District not to exceed \$20,000 for the teacher. This concept of the Spanish classes addresses the strategic planning area of educational opportunities.

This recommendation supports the following District goal:

- Assuring the highest level of educational achievement for all students

### **FISCAL IMPACT**

The cost of the Spanish classes will not exceed \$20,000, the cost of the teacher's salary. This sum will represent one-fifth of the high school teachers' salaries or one period of a five period day. This program will not impact the general fund but will be funded by After School Education and Safety Program (ASES) at PRIDE Academy.

### **STUDENT ACHIEVEMENT**

Research shows that the study of a second language increases the potential for learning in the first language and in the area of mathematics. Additionally, students enrolled in the Spanish I class will have the possibility of accelerating their educational opportunities for advanced study in high school.

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

Agenda Item D.3.3.

Consent Item D.3.4 Approval of Contracts for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreements for Nonpublic, Nonsectarian School/Agency Services

Prepared by Kristin Baranski  
July 20, 2010

**BACKGROUND:**

Board approval is requested for two master contracts with nonpublic, nonsectarian schools for special education students with special needs for the 2010-11 school year. The terms of the master contracts are as follows:

- The contract with The Institute for Effective Education, Children's Workshop is for tuition of \$233.85 per day. One Santee student attends the Children's Workshop.
- The contract with Aseltine School is for tuition of \$171.98 per day. One Santee student attends Aseltine School.

Board approval is also requested for two individual contracts for placement of two special education students with special needs for the 2010-11 school year. The terms of these contracts are as follows:

School/Agency	Number of Students	Duration of Service	Cost per day	Total Cost
Institute of Effective Education, Children's Workshop	1 student	210 days 7/1/10-6/30/11	\$233.85*	\$49,108.50
Aseltine School	1 student	210 days 7/1/10-6/30/11	\$171.98*	\$36,115.80

These contracts cover the period of July 1, 2010, through June 30, 2011, to cover the District's summer school schedule.

\*Master Contract Agreements between nonpublic school agencies and San Diego County Schools for the 2010-2011 are currently being negotiated. In the event that these two nonpublic agencies reject current contract fees, the District will initiate Interim Written Approvals pending final approval of the Master Contracts per Education Code Ed Code 56365.9(c)(1).

Contracts will be available at the Board meeting for review.



**RECOMMENDATION:**

Administration recommends approval of two master contracts and two individual contracts for special education students requiring nonpublic, nonsectarian school/agency services.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The general fund supports the education of Santee School District children attending nonpublic schools.

**Expenditures:**

The Institute for Effective Education, Children’s Workshop	\$49,108.50
Astline School	\$36,115.80
Projected Total for 2010-11:	\$85,224.30

**Income:**

Per AB 602, with revenue limit income, the District will receive \$10,404.24 for nonpublic school expenditures based on 2009-10 expenditure/income rates. The total nonpublic school projected costs over and above revenue amounts for 2009-10 is \$74,820.06 from the general fund. This is a decrease of approximately \$81,461.94 from the nonpublic school fees paid in the 2009-10 school year. The decrease is due to a reduction in the number of students attending non-public schools in the 2010-2011 school year.

**STUDENT ACHIEVEMENT:**

Some students require alternative settings to support increased student learning success.

Consent Item D.3.5.

Approval to Provide Wrap-Around Care for the State  
Preschool through the YALE Program

Prepared by Kristin Baranski  
July 20, 2010

**BACKGROUND:**

Santee School District's YALE preschool currently provides enrichment classes and full time care at Sycamore Canyon School, with an expansion of these services at Hill Creek School for the upcoming school year. Additionally, YALE has provided wrap-around care for children attending EAK at Sycamore for the past two years. Recently, YALE staff surveyed incoming State Preschool parents regarding the need for wrap-around care at the State Preschool. This topic had been previously identified by State Preschool parents as a need through annual State Preschool parent surveys. Twenty-five families indicated they would need wrap-around care for the 2010-11 school year.

State Preschool before and after care would need a minimum of eighteen children to participate. Student enrollment for the three State Preschool classes has already been determined and the families of these 74 children will be contacted regarding the need for before and/or after school care. The fee structure will be the same as EAK students who receive before and/or after school care. However, since the State Preschool families receive a free, preschool education based on household income, families may be eligible to receive subsidy for the wrap-around care. This level of subsidy is determined by the County Centralized Eligibility List (CEL) and all Santee School District State Preschool families are already enrolled in the CEL.

Before and After Care	\$110.00 per week
After Care Only	\$ 95.00 per week

**RECOMMENDATION:**

Administration recommends approval for YALE to provide wrap-around care services to children attending the district's State Preschool program at Prospect Avenue School.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

Fees charged and potential family subsidy will ensure this program is financially self-sufficient.

**STUDENT ACHIEVEMENT:**

Attending a quality preschool program increases a child's success during the school years.

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

Agenda Item D.3.5.

Consent Item D.3.6.

Approval of Progressus Therapy, LLC Agreement for Occupational Therapy (OT) Services

Prepared by Kristin Baranski  
July 20, 2010

**BACKGROUND:**

As part of a student's Individual Education Program (IEP), occupational therapy (OT) services are necessary in order for some special education students to demonstrate educational progress. We have been contracting with Progressus Therapy since January 1, 2010 and are pleased with the service they provide for our students.

There is currently a Santee School District posting for the OT position, however, in the interim we must provide this service. Until a permanent employee is hired, Progressus Therapy is able to provide the support needed.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the agreement with Progressus Therapy, LLC for occupational therapy services for the term of July 1, 2010 through June 30, 2011.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

For the regular school year, occupational therapy services will be at the rate of \$70.00 per hour, eight hours a day, four days a week. Summer school will be four hours a day for 16 days for a cost of \$4,480.00. Should we be unable to find a permanent employee, the total cost for 2010-2011 will be \$88,480.00.

**STUDENT ACHIEVEMENT:**

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

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

Agenda Item D.3.6.

PROGRESSUS THERAPY, LLC  
AND  
SANTEE SCHOOL DISTRICT  
AGREEMENT FOR THERAPY SERVICES

This AGREEMENT FOR THERAPY SERVICES together with Addenda and Exhibits (collectively, the “Agreement”) is made and entered into this 1<sup>st</sup> day of July 2010 (“Effective Date”), by and between **Progressus Therapy, LLC** (“Progressus”), a Delaware limited liability company, having its principal place of business at 2701 North Rocky Point Drive, Suite 650, Tampa FL 33607 and **Santee School District** (“Client”), having its principal place of business at 9619 Cuyamaca Street, Santee, CA 92071.

WHEREAS Progressus is in the business of providing personnel, including professionals and assistants (collectively referred to herein as “Therapist”) to perform physical therapy, occupational therapy, speech-language therapy, and psychology (“Therapy Services”); and

WHEREAS Client is in need of Therapy Services;

WHEREAS Client desires to engage Progressus to provide Therapy Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall be for the period beginning on the Effective Date until June 30, 2011 (“Renewal Date”). Thereafter, the Agreement shall automatically renew for successive one-year periods unless notice of non-renewal is provided by one party to the other no later than forty-five (45) days prior to the Renewal Date.

2. Requests for Therapy Services

Progressus will use its best efforts to supply Client with Therapists for the hours and times requested by Client. Progressus will confirm placement of a Therapist with a “Contractor Assignment Confirmation.” The form of the Contractor Assignment Confirmation is attached as Addendum “A.” Once signed by Client, the Contractor Assignment Confirmation will become a part of this Agreement. Nothing contained herein will guarantee that Progressus will be able to fill any particular request of Client for Therapists. Further, nothing contained herein will guarantee that a Therapist, once assigned to Client, will be able to complete the assignment. If a Therapist is unable to complete an assignment for any reason, Progressus’ sole obligation is to use its best efforts to procure a replacement Therapist for Client. Client hereby releases and relieves Progressus from all liability in

connection with its failure to provide a Therapist when requested by Client or to replace a Therapist who has begun an assignment.

3. Therapist Assignments and Rates

A. Therapist Assignments

- (i) Client will provide Therapists with work assignments consistent with Client's standard workday and calendar, 8 hours per day ("Standard Workday").
- (ii) Client will provide Therapists with orientation, training and professional development days. These will be billed as Standard Workdays.

B. Therapist Rates

(i) Hourly Rate

The Hourly Rate is applicable to services that have been requested by Client and commences upon Therapist's arrival at a facility, able and available for work, whether or not a student is actually present.

Hourly Rates for Therapists are:

Hourly	<u>\$70.00 Speech-Language Pathologist/CFY</u>
Hourly	<u>\$70.00 Occupational Therapist</u>
Hourly	<u>\$70.00 Physical Therapist</u>
Hourly	<u>\$60.00 Occupational Therapy Assistant</u>
Hourly	<u>\$60.00 Physical Therapy Assistant</u>
Hourly	<u>\$60.00 Speech-Language Pathology Assistant</u>

(ii) Overtime Rate

The Overtime Rate is one hundred fifty percent (150%) of the Hourly Rate and is applicable when a Therapist works more than forty (40) hours per week, or eight (8) hours per day in California. Overtime worked by Therapists will be pre-approved and submitted in writing by Client.

(iii) Holiday Rate

The Holiday Rate is one hundred fifty percent (150%) of the Hourly Rate and is applicable when a Therapist works on any of the following holidays (or observed holidays): New Year's Day, Martin Luther King Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving or Christmas.

(iv) Mileage Reimbursement

Therapists assigned to Client will be reimbursed mileage for travel between Client's assigned facilities, training and professional development ("Mileage Reimbursement"). Mileage Reimbursement will be reimbursed at the federally approved mileage reimbursement rates (currently \$.50) and will be adjusted as necessary to maintain consistency with the federally approved rate.

4. Therapists

A. Licensure

All Therapists provided to Client pursuant to this Agreement shall be qualified to perform the services requested and will be certified and/or licensed during the term hereof to perform the applicable therapy services in the state in which Client requests a Therapist to perform services.

B. Screening of Therapists

Subject to the limitations of applicable federal, state and local laws and regulations, Progressus will conduct the following screenings, tests, and background checks for all Therapists provided to Client pursuant to this Agreement: freedom from communicable diseases; including Tuberculosis; lack of criminal record including sexual offender and predator; and acceptable professional references.

C. Employees and Subcontractors

All Therapists provided to Client pursuant to this Agreement are employees or subcontractors of Progressus and Progressus is solely responsible for the wages or fees, benefits (if any), and tax withholding (if any) of the Therapists. Progressus reserves the right to terminate, discipline, or reassign Therapists if such action is warranted in its sole discretion. In the event Client is dissatisfied with the services of a particular Therapist, Client's sole remedy is to notify Progressus of its dissatisfaction. If Progressus is unable to cure Client's dissatisfaction within a reasonable amount of time, Progressus will provide Client with another Therapist if available.

D. Health and Safety Training

Progressus will provide Therapists all training necessary to comply with the Occupational Safety and Health Administration's (OSHA) blood borne pathogens standard. Client agrees to provide Therapists with site specific information required by OSHA standards, including but not limited to availability of protective equipment and site procedures.

E. Health Insurance Portability and Accountability Act (“HIPAA”) Compliance

Progressus and all Therapists providing therapy services to Client pursuant to this Agreement will comply with HIPAA and regulations promulgated thereunder in regard to the disclosure of “Protected Health Information”, as defined therein.

F. Family Educational Rights and Privacy Act (“FERPA”) Compliance

Progressus and all Therapists providing therapy services to Client pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder in regard to the disclosure of Student Education Records as defined therein.

5. Client’s Obligations

A. Facility

To the extent Client provides the facility in which Therapist performs services and such facility is not a private personal residence, such facility will be well lit, climate controlled, and free from recognized hazards. Client warrants and represents that the facility in which Therapist will perform services complies with all federal, state, and local health and safety codes, laws and regulations, and with all federal, state, and local laws governing reasonable accommodations for disabled individuals. Client will provide adequate or designated space for Therapist to perform Therapy Service and a designated storage area for Therapist to store student records. Client will also provide free parking and restroom facilities for use by Therapist.

B. Designation of Liaison

Client will designate a representative of Client to serve as a Liaison between Client and Therapist on all operational matters, including, but not limited to, use of facilities, implementation of applicable state and federal guidelines for services, scheduling, attendance record keeping, progress reports, therapy notes, in-service meetings, consultations, and reporting of time. Client may change the designation from time to time by providing notice to Progressus as addressed below.

C. Client’s Procedures

Client will provide instruction, orientation and professional development days for Therapists assigned to work in its facility. Therapists will be fully integrated in Client’s program and will be instructed as to its documentation, administrative, and therapy services procedures. Therapists will comply with all instructions given by Client. Client will notify Progressus and Therapist of all documentation/record-keeping procedures.

D. Equipment

Client will provide Therapist with all equipment reasonably necessary for Therapist to perform mandated services hereunder, including without limitation, office



supplies, access to therapy equipment, assessment tests and therapy materials, and technology required to implement and document services. If Client has an automated and/or mandated documentation method, requiring access to an Intranet and/or a proprietary Student/Patient Information Management System, the Client must identify an assigned computer to the Therapist, and provide training and grant full access to implement that method.

6. Billing and Invoicing

A. Billing Rates

The billing rates for each Therapist assigned to Client are specified in Paragraph 3 of this agreement, or in the Contractor Assignment Confirmation, which may govern any particular therapist assignment. To the extent there is a conflict between rates set forth in Paragraph 3, and rates set forth in a Contractor Assignment Confirmation, the Contractor Assignment Confirmation will govern. Progressus may adjust any or all rates to become effective after the expiration of the initial term by providing forty-five (45) days notice to Client.

B. Invoicing

Progressus will send periodic (monthly, semi-monthly or weekly) invoices to Client, at Client's email address as indicated below. Progressus invoices are based on time cards completed by Therapists. Payment is due in full upon receipt in accordance with instructions on the invoice. If any payment is not paid within thirty (30) days of the due date, unpaid balances will be assessed interest charges of 1.5% per month [18 percent (18%) per annum]. The ability to invoice based on approval of the contract will not be unreasonably withheld. Additional information may be contained in Addendum B.

C. Payment

Progressus anticipates prompt remittance of amounts due. The preferred method of payment is through the Automated Clearing House Processing System ("ACH") upon conditions of invoice – related banking information is:

Bank Name:	SunTrust Bank
Routing/ABA #	061000104
Account #	1000062044895
Account Name	Progressus Therapy

Alternatively, checks may be mailed to the lockbox account at Progressus Therapy LLC, P.O. Box 791327, Baltimore, MD 21279-1327.

D. Contact Information

The Client hereby designates a financial liaison to be contacted in the event of billing, payment or other questions regarding the financial matters of this Agreement as follows:

Name: Hope Michel  
Title: Special Education Director  
Address: 9619 Cuyamaca Street  
Santee, CA 92071  
Phone: 619-258-2365  
Email: hmichel@santee.k12.ca.us

Inquiries of the Client to Progressus should be directed to the Accounts Receivable Representative at 443-320-1020.

7. Insurance

A. Provided by Progressus

Progressus shall maintain the following insurance coverage during the term of this Agreement:

- (i) Professional Liability Coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
- (ii) Worker's Compensation Insurance including occupational disease coverage in accordance with all state and federal requirements.

B. Provided by Client

Client shall maintain the following insurance coverage during the term of this Agreement:

Comprehensive General Liability with bodily injury and property damage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, naming Progressus as an additional insured.

Upon request, the parties agree to provide each other with insurance certificates evidencing the requisite insurance coverage, which contains a provision that the coverage afforded under the policies will not be cancelled without thirty (30) days written notice.

8. Indemnification

The parties hereto agree to indemnify, defend and hold harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, servants and employees, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses including, without limitation, reasonable attorney's fees and legal costs, sustained or incurred by or asserted against the party seeking indemnification by reason of, arising from, or in any way attributable to the duties, responsibilities or obligations of the other party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or

by the other party, their agents, servants, employees, officers, representatives or subcontracts, provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification, their agents, servants, employees, officers, representatives, subcontractors and related entities. The aforesaid indemnification shall survive termination of this Agreement.

9. Termination of Agreement

Either party may terminate this Agreement upon forty-five (45) days written notice to the other party. In the event Client terminates the Agreement, Client will be responsible to pay for the following:

- A. All services performed by Therapists through the effective date of termination; and
- B. All expenses incurred by Progressus in placing a Therapist with Client, including without limitation nonrefundable security deposits, prepaid rent, transportation costs, utility deposits and the like.

Progressus may terminate the Agreement immediately upon notice to Client if;

- C. Client fails to pay any invoice within forty-five (45) days of its due date; or
- D. Any petition is filed or proceeding is commenced by or against Client for adjudication as a bankrupt or insolvent entity under federal bankruptcy law or any other bankruptcy and insolvency act; or a proceeding for reorganization is filed by or instituted against Client; or Client makes an assignment for the benefit of creditors; or a proceeding is filed or instituted for the appointment of a receiver for Client.

10. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter (the "Non-Solicitation Period"), Client agrees not to, either directly or indirectly through a third party, hire, attempt to hire, contract with independently, or solicit for employment a Therapist who was referred to Client by Progressus, whether Client accepted placement of the Therapist, interviewed the Therapist or reviewed the Therapist's resume or background information. Client acknowledges that this Non-Solicitation provision is reasonable and necessary for the protection of Progressus' valid business interests, and that failure to comply with the Non-Solicitation provision will cause immediate and irreparable injury to Progressus, for which injury there is no adequate remedy at law. In the event of the actual or threatened breach of this Non-Solicitation provision by Client, Progressus shall be entitled to immediate injunction by a court of competent jurisdiction to prevent and restrain such breach, and Progressus shall be entitled to recover its costs, including reasonable attorneys fees and expenses in addition to any other legal or equitable relief to which it may be entitled. This paragraph shall survive termination of the Agreement.

11. Confidentiality

Client and Progressus agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation employees of Progressus provided, however, that this paragraph shall not apply if such disclosure is required by law or court order. Client agrees to inform all persons, whether employees, contractors, or agents of Client, with knowledge of the terms of the agreement of the confidentiality provisions contained herein.

12. Notice

Any notice required to be given hereunder shall be in writing and shall be either hand delivered, mailed via certified mail, or mailed via a nationally recognized overnight courier to the addresses set forth below.

**A. PROGRESSUS THERAPY, LLC**  
Progressus Therapy, LLC  
2701 North Rocky Point Drive Suite 650  
Tampa FL 33607  
(800) 892-0640  
Attention: Matt Stringer, Vice President

**B. CLIENT**  
  
Organization: Santee School District  
Address: 9619 Cuyamaca Street, Santee, CA 92071  
Phone: 619-258-2365  
Attention: Hope Michel

Notices are effective upon mailing or delivery to overnight courier service, as the case may be.

13. Assignment

A. By Client

This Agreement may not be assigned by Client without the express written consent of Progressus, which consent will not be unreasonably withheld.

B. By Progressus

This Agreement may be assigned by Progressus to Progressus' successor or to any affiliate of Progressus and their respective successors.

14. Addenda and Exhibits

All addenda and exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.

15. Entire Agreement

This Agreement, together with all addenda and exhibits attached hereto, constitute the entire agreement between the parties hereto and supersedes all prior oral and written negotiations and agreements. This Agreement may only be modified in a writing signed by all parties hereto.

16. Waiver and Severability

No delay or omission by either party to enforce or exercise any right, remedy or power under this Agreement shall be construed as a waiver of such right, remedy or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. Jurisdiction and Applicable Law

This Agreement is deemed to have been made in the State of Florida, County of Hillsborough, and shall be interpreted in accordance with Florida law, without regard to its conflict of law principles. The parties agree that all litigation arising out of this Agreement must be brought in Florida state court in Hillsborough County, sitting in Tampa, Florida, or in the United States District Court for the Middle District of Florida, sitting in Tampa, Florida, and that the court will have personal jurisdiction over the parties, and that the venue of the action shall be appropriate to and exclusive in such court.

18. Binding Agreement

This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors and assigns.

19. Attorneys' Fees and Costs

In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.

20. Cumulative Remedies

No right or remedy herein conferred or reserved in this Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

**[Remainder of page intentionally left blank.  
Signature pages follow.]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

**PROGRESSUS THERAPY, LLC**

By: \_\_\_\_\_  
Matt Stringer, Vice President

Date: \_\_\_\_\_

**SANTEE SCHOOL DISTRICT**

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

ADDENDUM A

**CONTRACTOR ASSIGNMENT CONFIRMATION**

This Contractor Assignment Confirmation is issued pursuant to an Agreement for Therapy Services between **Progressus Therapy, LLC** (“Progressus”) and **Santee School District** (“Client”) effective July 1, 2010 (the “Agreement”) and is governed by the terms of the Agreement.

**Assignment Information**

Therapist:		Discipline:	
Report to:		Facility:	
Assignment Start Date:		Assignment End Date:	
Hours Per Day:		Days Per Week:	
Bill Rate:	\$	<b>Rate Per Hour</b>	
Mileage Reimbursement:	\$0.50	*Mileage reimbursement rate remains consistent with the Federally approved rate.	

Notes:

**Billing Information**

Name of billing contact:		Phone number:	
Email address:		Fax number:	
Address (including city, state, zip)			

**PROGRESSUS THERAPY, LLC**

By: \_\_\_\_\_  
 Printed Name: Diane Kelly  
 Title: Client Partnership Manager  
 Date: \_\_\_\_\_

**SANTEE SCHOOL DISTRICT**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Consent Item D.3.7. Approval of CareerStaff Agreement for Occupational Therapy Assistant (COTA) Services  
Prepared by Kristin Baranski  
July 20, 2010

**BACKGROUND:**

As part of a student's Individual Education Program (IEP), occupational therapy (OT) services are necessary in order for some special education students to demonstrate educational progress. In the past, we have contracted for COTA support two days a week to allow the OT an opportunity to assess, provide case management, and service and monitor all students receiving OT support. The current caseload necessitates continuing that level of support.

There is currently a Santee School District posting for the COTA position, however, in the interim we must provide this service. Until a permanent employee is hired, CareerStaff is able to provide the support needed.

**RECOMMENDATION:**

Administration recommends that the Board of Education approve the agreement with CareerStaff for occupational therapy assistant services for the term of July 1, 2010 through June 30, 2011.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

Services will be at the rate of \$60.00 per hour, eight hours a day, two days a week. Should we be unable to find a permanent employee, the total cost for 2010-2011 will be \$38,400.00.

**STUDENT ACHIEVEMENT:**

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

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

Agenda Item D.3.7.



**STAFFING SERVICES AGREEMENT (Exhibit A)**  
**CareerStaff Unlimited and Santee School District**

**THIS STAFFING SERVICES AGREEMENT** ("Agreement") is entered into effective July 1, 2010 (the "Effective Date"), by and between **CareerStaff Unlimited, Inc.** ("Company"), and **Santee School District** ("Client").

**I. SERVICES.** Company, as a provider of medical staffing services, shall furnish to Client qualified professional healthcare personnel ("Personnel") on an as-needed, as-available basis and in accordance with this Agreement's terms. Qualified Personnel are those individuals who meet the state-established licensing board standards and guidelines for their respective profession, and have had criminal background checks obtained by Company.

**II. TERM AND TERMINATION.** This Agreement shall have an initial term of one (1) year (the "Term") commencing on the Effective Date, shall automatically renew for additional terms of one (1) year each, and may be terminated, with or without cause, at any time by either party effective upon delivery to the other of no less than thirty (30) days prior written notice of termination.

**III. ADDITIONAL RIGHTS, DUTIES AND OBLIGATIONS OF COMPANY.**

**A. Personnel Information.** Company shall maintain and provide to Client, upon written request, the following information for any Personnel:

- i. A copy of current license, registration, or certification.
- ii. Proof of completion of educational requirements, continuing education where required.
- iii. Proof of insurance coverage, as defined herein.
- iv. Confirmation that a background check was completed.
- v. Confirmation that a drug screen was completed, if applicable.
- vi. Document(s), if available, required for audit and accreditation activities.

**B. Company Employees.** All Personnel assigned to Client under this Agreement shall be employees of Company. Company shall assume sole and exclusive responsibility for the payment of wages to Personnel for services performed by them. Company shall be responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by state law.

**IV. ADDITIONAL RIGHTS, DUTIES AND OBLIGATIONS OF CLIENT.**

**A. Supervision and Instruction.** Client is responsible for supervision and instruction of the Personnel regarding policies, procedures, and Client operation, specifically including, but not limited to all necessary Client safety procedures, equipment handling, and services to be rendered. Client shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.

**B. Acceptance of Personnel.** Client retains the right to determine, within reasonable discretion, which Personnel shall be accepted for initial or repeated service. Client shall provide Company with advance notification of Client's staffing needs.

**C. Right to Dismiss.** Client maintains the right, per its own policies and procedures, to require any Personnel to leave its premises immediately. Client shall immediately notify Company of any and all such actions.

D. **Incident Reporting.** Client shall notify Company immediately of any Client policy and procedure violation that results in potential professional liability or workplace injury incident involving Company Personnel. Additionally, Client shall notify Company of any unsatisfactory performance or conduct involving Personnel. All Client requests to have Personnel removed from an assignment shall be performed in writing with reference to specific Client policies and procedures. Client shall provide Company with performance evaluations upon the completion of, or, if requested, during each assignment.

V. **NON-SOLICITATION.** During the term of this Agreement and for one (1) year following termination, Client shall not, directly or indirectly (*e.g.*, by hiring or using another individual or entity that hires Company's employees or contractors, or as an owner, client, manager, partner, member or five percent (5%) or more shareholder), employ or contract with any Company employee, agent or representative who provided, managed or otherwise was involved in the provision of Services to the Client during the term of this Agreement. Client shall not induce any Company employee, agent or representative to terminate his/her relationship with Company. Client shall notify Company of its intent to hire any Company employee, agent or representative introduced to Client during the term of this Agreement or for a period of one (1) year following this Agreement's termination. Client shall pay Company a fee upon employment of any such individual. The fee shall be equal to thirty percent (30%) of the first year salary, including bonuses, offered to the individual by Client. The fee shall be due and payable on the first day of employment of the individual with Client.

## VI. COMPENSATION.

A. **Billing Rates.** Company's billing rates are established in the attached **Addendum A**. Billing rates may be changed upon thirty (30) days written notice by Company to Client.

B. **Billing and Payment Terms.** Client shall pay Company for Personnel provided and charges pursuant to this Agreement. Company shall invoice, every seven (7) days, for Personnel provided by Company to Client. Client shall pay Company within thirty (30) days from the invoice date. Any outstanding balance not paid within forty-five (45) days of the invoice date shall be subject to a late payment charge of one and one-half percent (1.5%) per month, eighteen percent (18%) annual rate or such lesser amount as necessary to ensure that such late charge does not exceed the maximum allowable by law. If Company assigns the account balance to a collection agency or an attorney for legal action, all subsequent collection charges and reasonable legal fees, costs, and expenses shall be paid by Client. Client acknowledges that Client's responsibility to pay Company for personnel provided under this Agreement is separate and distinct from its ability to collect payment for such personnel's services from the patients, Medicare, Medicaid, and/or any other insurance program or responsible party.

C. **Termination for Non-payment.** Notwithstanding any other provision in this Agreement, Company may immediately terminate this Agreement at any time without notice if payment for services is not received by the forty-fifth (45<sup>th</sup>) day after the invoice is mailed.

VII. **INDEPENDENT CONTRACTOR.** In the execution and performance of this Agreement, Company and Client are and shall be at all times acting as independent contractors. Nothing in this Agreement is intended or shall be construed or be deemed to create between Company and Client an employer-employee relationship, a joint venture relationship, or a partnership. Except as provided in the Agreement, neither party shall have nor exercise any control or direction over the method or means by which the other party shall perform its duties or services under this Agreement.

## VIII. INSURANCE AND INDEMNIFICATION.

A. **Company's Insurance.** Company shall maintain, at Company's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Company shall maintain workers' compensation insurance for all of Company's staff in amounts required by the laws of the state in which Client is located, although Company may elect to self-insure for workers compensation insurance, pursuant to applicable law. Company shall cause its insurer to deliver to Client thirty (30) days prior written notice of any expiration or cancellation of such policies and, upon request, Company shall provide written proof of coverage to Client.

B. **Client's Insurance.** Client shall maintain, at Client's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Client shall maintain workers' compensation insurance for all of Client's staff in amounts required by the laws of the state in which Client is located, although Client may elect to self-insure for workers compensation insurance, pursuant to applicable law. Client shall cause its insurer to deliver to Company thirty (30) days prior written notice of any expiration or cancellation of such policies, and, upon request, Client shall provide written proof of coverage to Company.

C. **Mutual Indemnification.** Each of Company and Client (the "Indemnifying Party") hereby indemnify the other, its affiliates, directors, officers, and employees (the "Indemnified Party"), and hold the Indemnified Party harmless from and against any and all claims, demands, liabilities, cause or causes of action, and attorney's costs, fees, and reasonable expenses whatsoever, pertaining to all aspects of the Indemnifying Party's services, business, contracts and dealings whatsoever, except as occasioned by the act, failure to act, negligence, or breach of this Agreement by the Indemnified Party.

## IX. CONFIDENTIALITY.

A. **Information.** Each party to this Agreement, by virtue of entering into this Agreement, shall have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party shall not, at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, any confidential or proprietary information of the other party without the other party's express prior written consent, except pursuant to its duties hereunder.

B. **Terms of this Agreement.** Except for disclosure to their legal counsel, accountants, or financial advisors, neither party shall disclose the terms of this Agreement, to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement.

X. **HIPAA. Addendum B** is hereby incorporated into the terms of this Agreement for purposes of compliance with applicable laws and regulations with respect to confidentiality of protected health information.

**XI. CIVIL RIGHTS.** Each of Company and Client shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of either party's activities.

**XII. MISCELLANEOUS.**

**A. Financial Assurance.** Client warrants that it has sufficient assets to support the costs of this Agreement.

**B. Notices.** Any notices or other communications required or permitted under this Agreement shall be sufficiently given if sent by (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) recognized overnight couriers addressed as follows:

**Company:**  
**CareerStaff Unlimited, Inc.**  
**404 Camino del Rio South, Suite 106**  
**San Diego, CA 92108**  
**Attn: Erin Cunningham or Angie**  
**Brenner**  
Telephone: 619-285-1002  
Facsimile: 619-285-0942

**Client:**  
**Santee School District**  
**9619 Cuyamaca Street**  
**Santee, CA 92071**  
**Attn: Hope Michel**  
Telephone: 619-258-2364  
Facsimile: 619-258-2367

**With copy to:**  
CareerStaff Unlimited, Inc.  
18831 Von Karman Ave, Suite 400  
Irvine, California 92612  
Attn: Corporate Contracts Counsel  
Telephone: 949.255.7100  
Facsimile: 949.255.7057

or such other address as shall be furnished in writing by either of the Parties. Any such notice or communication shall be deemed to have been given as of three (3) business days after the date so mailed or one (1) business day after deposit with such overnight courier for next day delivery.

**C. Compliance with "Do Not Fax" Regulation.** Client hereby grants Company permission to deliver to Client via facsimile information concerning Company's products and services.

**D. No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company or Client any rights, remedies, obligations, or liabilities whatsoever.

**E. Assignment.** This Agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, shall inure to the benefit of and be binding on the successors and assigns of the respective parties. Notwithstanding the foregoing, Company may assign this Agreement to a parent corporation, affiliate, or successor in interest without Client's consent.

**F. Governing Law.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State in which services are being provided under this Agreement.

**G. Attorney's Fees.** In the event of any litigation by any party to enforce or defend itself under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorneys fees.

**H. Waivers.** A waiver by either party of one or more terms, conditions, rights, duties, or breaches shall not constitute a waiver of any other.

**I. Open Records Requirements.** If compensation payable hereunder exceeds Ten Thousand Dollars (\$10,000) per annum, Company hereby agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO"), Client and Intermediary and their authorized representatives, all contracts, book, documents and records that are necessary to certify to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, Company hereby agrees, if services are to be provided by subcontract, to make available to the HHS, GAO, Client and Intermediary or their authorized representative, all contracts, book, documents, and records that are necessary to certify the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder within fourteen (14) days of request.

**J. Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein and may not be amended, modified or waived, in any respect whatsoever, except by written agreement signed by the parties.

**COMPANY AND CLIENT** hereby execute this Agreement effective the day and year first written above.

**COMPANY:**

**CLIENT:**

Sign Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name:

Print Name:

Title:

Title:

**ADDENDUM A:**  
**CAREERSTAFF UNLIMITED, INC.**  
**Rate Schedule**  
2010-2011 School Year  
Effective Date: 07/01/2010-06/30/2011

	<b>Per Diem Weekday</b>
Occupational Therapist	\$70.00 per hour
Certified Occupational Therapy Assistant	\$60.00 per hour
Physical Therapist	\$70.00 per hour
Physical Therapist Assistant	\$60.00 per hour
Speech Language Pathologist	\$75.00 per hour
Mileage (between facilities in same day)	\$0.50 per mile

**CALL BACK CHARGES:** If the staff member is required to return to Client, a one-hour minimum charge shall be incurred by Client. If the staff member is required to remain in Client for longer than one hour, the actual time on site shall be charged to Client. The rate charged would be time and ½ the hourly bill rate.

**CANCELLATION POLICY: Non-School Assignments:** Staffing Requests are scheduled as either four-hour, (“half-day”), or six to eight hour, (“full-day”) assignments. A six to eight-hour assignment may be changed (“downsized”) to a four-hour assignment up to 24 hours before the assignment starts. All assignments (excluding travelers) may be cancelled up to 24 hours before that assignment starts. **LATE CANCELLATIONS or CHANGES** made less than 24 hours before an assignment starts will be billed the applicable minimum charge of either four-hours or six-hours (determined by the original length of the confirmed assignment). All cancellations and changes may only be made on business days. Monday morning shifts must be cancelled no later than 8:00 AM on the previous Friday.

**TRAVELERS and School-Based placements** are available in all disciplines for 13-week, 26-week, or ongoing assignments. Cancellation of this type of assignment requires a 30-day written notice. **LATE CANCELLATION or EARLY TERMINATION** of a travel or school assignment will result in a charge to Client of 80 hours, plus the cost(s) of any fees or penalties that occur as a result of the late cancellation or early termination (i.e., apartment or furniture leases, security deposits, etc.)

**EXCEPTIONS:** Should any assignment require an adjustment to the above listed rates, a confirmation letter shall be provided to Client confirming the adjusted rate. Said confirmation letter must be executed by both Company and Client prior to the start of the assignment.

**OVERTIME** will be billed at one and one-half times the regular rate for time in excess of eight (8) hours per day, 40 (forty) hours per week, or the first eight (8) hours of the seventh (7<sup>th</sup>) consecutive day of work. **DOUBLE TIME** will be billed for all time in excess of 12 (twelve) hours per day, or any time in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work.

A **HOLIDAY** rate of one and one-half (1½) times the regular bill rate will be charged for assignments on the following days: New Years Eve (Evening and Night shifts), New Years Day, Memorial Day, The 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, Christmas Eve Day (Evening and Night shifts), and Christmas Day.

**ADDENDUM B:**  
**BUSINESS ASSOCIATE ADDENDUM**  
**HIPAA PRIVACY COMPLIANCE**

**THIS BUSINESS ASSOCIATE ADDENDUM** ("Addendum") supplements and is made a part of the Staffing Services Agreement to which it is attached ("Agreement"), is entered into by and between **Client** (herein, "CE") and **Company**, who is or may be a business associate pursuant to HIPAA (herein, "BA"), and is made effective with the Agreement ("Addendum Effective Date").

**WHEREAS**, CE wishes to disclose certain information to BA pursuant to the terms of the Addendum, some of which may constitute Protected Health Information ("PHI") and/or electronic Protected Health Information ("ePHI").

**WHEREAS**, CE and BA intend to protect the privacy of PHI and ePHI disclosed to or created or received by BA pursuant to the Addendum in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "Privacy Rule" and the "Security Rule") and other applicable laws.

**WHEREAS**, the purpose of this Addendum is to satisfy certain standards and requirements of the Privacy Rule, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), and the Security Rule, including but not limited to CFR Title 45 Sections 164.308(b) and 164.314(a) as the same may be amended from time to time.

**IN CONSIDERATION** of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

**I. DEFINITIONS.**

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy Rule and Security Rule. In the event of a conflict between the definitions in this Addendum and the definitions in the Privacy Rule or Security Rule, the definitions in the conflicting rule shall be applied.

Protected Health Information ("PHI") means any information, whether oral or recorded in any form or medium, including ePHI (as defined below), that

- a. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and
- b. Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and
- c. Is limited to the information created or received by BA from or on behalf of CE.

Electronic Protected Health Information ("ePHI") is a subset of PHI and means PHI that is transmitted by or maintained in electronic media. References herein to PHI shall include ePHI.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

Rules means both the Privacy Rule and the Security Rule.

Disclose means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

Use means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

Secretary means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

Data aggregation means, with respect to PHI created or received by an BA in its capacity as a Business Associate of a CE, the combining of such PHI by the BA with the PHI received by the BA in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

Individual means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Required By Law means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.

## **II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

1. Nondisclosure. BA shall not use or disclose CE's PHI other than as permitted or required by this Addendum or as required by law.
2. Minimum Necessary. BA shall use or further disclose PHI only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of CE.
3. Safeguards. BA shall use appropriate safeguards to prevent use or disclosure of CE's PHI otherwise than as provided for by this Addendum.
4. Reporting of Unauthorized Disclosures. BA shall report to CE any use or disclosure of CE's PHI not provided for by this Addendum of which BA becomes aware.
5. Mitigation. BA shall mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Addendum.
6. BA's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides PHI received from, or created or received by BA on behalf of, CE agree to the same restrictions and conditions that apply to BA through this Addendum with respect to such PHI.
7. Access to PHI. BA shall provide access to CE, at the request of CE, and in the time and manner designated by CE, to PHI or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR 164.524. This provision shall apply if BA possesses PHI in any form.
8. Documentation of Disclosures. BA shall document such disclosures of PHI and information related to such disclosures as would be required for CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. Accounting of Disclosures. BA shall provide to CE or an individual, in time and manner designated by CE, information collected pursuant to this Addendum, to permit CE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Amendment of PHI. BA shall make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR 164.526 at the request of CE or an Individual, and in the time and manner designated by CE. This provision shall apply if BA possesses PHI in any form.
11. Internal Practices. BA shall make its internal practices, books and records relating to the use and disclosure of PHI received from CE, or created or received by BA on behalf of CE, available to the CE, or to the Secretary, for purposes of the Secretary determining CE's compliance with the Rules.
12. Security of ePHI and Reporting of Security Incidents. BA shall maintain ePHI in a fashion that preserves:
  - a. Availability, i.e. the property that data or information is accessible and useable upon demand by an authorized person; and
  - b. Confidentiality, i.e. the property that data or information is not made available or disclosed to unauthorized persons or processes; and
  - c. Integrity, i.e. the property that data or information have not been altered or destroyed in an unauthorized manner.

BA shall develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI that BA creates, receives, maintains, or transmits on CE's behalf as required by the Security Rule. BA shall report to CE any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of CE's Electronic Protected Health Information or (B) interference with BA's system operations in BA's information systems, of which BA becomes aware.

## **III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

1. Permitted Uses and Disclosures. Except as otherwise limited in this Addendum, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of CE as specified in the Agreement provided such use or disclosure does not violate the Rules if done by the CE.



2. Use for Management and Administration. Except as otherwise limited in this Addendum, BA may use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
3. Disclosure for Management and Administration. Except as otherwise limited in this Addendum, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:
  - a. Disclosures are required by law or
  - b. BA obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and
  - c. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Data Aggregation. Except as otherwise limited in this Addendum, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.
5. Report Violations of Law. Except as otherwise limited in this Addendum, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j)(1).

#### **IV. OBLIGATIONS OF COVERED ENTITY.**

1. Notice of Privacy Practices. CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
2. Changes in permission. CE shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
3. Notification of Restrictions. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

**V. PERMISSIBLE REQUESTS BY COVERED ENTITY.** CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the Rules if done by CE.

#### **VI. TERM AND TERMINATION.**

1. Term. The Term of this Addendum shall be effective as of the Addendum Effective Date, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to the CE, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance the termination provisions in this Section.
2. Termination for Cause. Upon CE's knowledge of a material breach by BA, CE shall either:
  - a. Provide an opportunity for BA to cure the breach or end the violation and if BA does not cure the breach or end the violation within the time specified by CE, terminate this Addendum and the underlying Agreement;
  - b. Immediately terminate this Addendum and the underlying Agreement if BA has breached a material term of this Addendum and cure is not possible; or,
  - c. Report the violation to the Secretary if neither cure of the breach nor termination of this Addendum is feasible.
3. Effect of Termination. Except as provided in paragraph (4) of this section, upon termination of this Addendum, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
4. Inability to Return or Destroy upon Termination. In the event that BA determines that returning or destroying PHI is not feasible, BA shall notify CE in writing of the conditions that make return or destruction infeasible. If return or destruction of the PHI is infeasible, BA shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

**VII. INDEMNIFICATION.** BA shall indemnify and hold CE harmless from and against all claims, damages, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, costs and expenses relating to or arising out of any breach or alleged breach of this Addendum or disclosure of PHI in violation of applicable law or regulation.

VIII. MISCELLANEOUS.

1. Regulatory References. A reference in this Addendum to a section in the Rules means the section as in effect or as amended, and for which compliance is required.
2. Amendment. The Parties shall take such action as is necessary to amend this Addendum from time to time for CE to comply with the requirements of the Rules.
3. Survival. The respective rights and obligations of BA under Section VI.3, VI.4 and VII of this Addendum shall survive the termination of this Addendum.
4. Interpretation. This Addendum shall be interpreted as broadly as necessary to implement and comply with the Privacy Rule, Security Rule, and applicable state laws. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits CE to comply with the Privacy Rule, Security Rule, and applicable state laws.
5. Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under this Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon claimed violation of the Rules, except where BA or its subcontractor, employee or agent is a named adverse party.
6. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE or BA any rights, remedies, obligations, or liabilities whatsoever.
7. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

Consent Item D.4.2. Adoption of Resolution No. 1011-01 to Rescind Layoff of Identified Classified Non-Management Positions

Prepared by Minnie Malin  
July 20, 2010

**BACKGROUND:**

Future financial constraints brought about by the State budget crisis necessitated the Board of Education to take action at the May 4, 2010 meeting and eliminate two (2) classified non-management positions at the recommendation of the School Site Council and Certificated staff at Chet F. Harritt School. After further consideration, it was determined that Chet F. Harritt will be able to continue providing computer instructional assistance and community liaison services for the 2010-2011 school year.

Administration seeks Board approval of the attached Resolution No. 1011-01 to officially rescind the elimination of these positions.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution No. 1011-01 to officially rescind the elimination of the following positions at Chet F. Harritt School:

- Community Liaison
- Instructional Assistant, Computer Lab

This recommendation supports the following district goal:

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

**FISCAL IMPACT:**

The annual cost to continue providing computer instructional assistance and community liaison services for the 2010-2011 school year will be \$22,426 and will be paid by school site based funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Agenda Item D.4.2.

SANTEE SCHOOL DISTRICT

Resolution No. 1011-01

RESCISSION OF ELIMINATION OF IDENTIFIED CLASSIFIED NON-MANAGEMENT POSITIONS

WHEREAS, the administration at Chet F. Harritt School, in collaboration with the School Site Council and Certificated Staff, have determined that funding will be available to continue providing computer instructional assistance and community liaison services for the 2010-2011 school year; and

WHEREAS, the Superintendent of Santee School District has recommended to the Governing Board that particular kinds of classified non-management services be reinstated for the 2010-2011 school year; and

WHEREAS, the Governing Board has determined that elimination of particular kinds of classified non-management services will be reinstated for the 2010-2011 school year.

NOW, THEREFORE, BE IT RESOLVED that as of the 20<sup>th</sup> day of July 2010, the Governing Board of Santee School District reinstate the following positions at Chet F. Harritt School:

- one (1) Community Liaison position
- one (1) Instructional Assistant, Computer Lab position

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employees that their position will be reinstated as of July 21, 2010.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 20<sup>th</sup> day of July 2010, by the following vote:

AYES: \_\_\_\_\_  
 NOES: \_\_\_\_\_  
 ABSENT: \_\_\_\_\_

Dated 7/20/10

\_\_\_\_\_  
Clerk, Board of Education

Consent Item D.4.3. Approval of New Classified Management Job Description for Out-of-School Time Regional Coordinators and Appointment of Coordinators

Prepared by Minnie Malin  
July 20, 2010

**BACKGROUND:**

Due to the infinite increase of enrollment in the YALE program, Pam Brasher, Director of Out-of-School Time Programs, recently reviewed the internal structure of the Out-of-School Time Programs and determined that there is a need for additional support at the coordinator level. Kristi Sheen and Laura Nunnelley, currently Out-of-School Time Regional Leaders, provide limited support to the Director splitting their services between nine (9) sites. The creation of this position will allow them to provide administrative support and take on the responsibility of evaluating many of the Out-of-School Time Program employees as well as meet parent needs of preschool students.

Administration has prepared a new job description to include some duties and responsibilities currently performed by the Director of Out-of-School Time Programs position and recommend the appointment of Kristi Sheen and Laura Nunnelley to the new Out-of-School Time Regional Coordinator positions. The Job description is provided for your review.

**RECOMMENDATION:**

Administration recommends approving the new job description for the of Out-of-School Time Regional Coordinator and the appointments of Kristi Sheen and Laura Nunnelley effective July 1, 2010.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The current annual cost for the Out-of-School Time Regional Leaders is \$86,132. The annual cost will increase to \$118,008 for an annual difference of \$31,876. The Out-of-School Time Program is a fee-based program. Therefore, this increase will not impact the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item D.4.3.

SANTEE SCHOOL DISTRICT

OUT-OF-SCHOOL TIME REGIONAL COORDINATOR

JOB SUMMARY:

Under the general supervision of the Director of Out-of-School Time Programs or designee, the Out-of-School Time Regional Coordinator will supervise and direct children and various Out-of-School Time staff, consultants, community partners, etc., as necessary for the successful implementation of out-of-school time programs; such as Project SAFE, the After School Education and Safety (ASES) grant, Youngsters Advancing and Learning Everyday (YALE) Preschool Program, at assigned sites and to do related work as required.

EXAMPLES OF DUTIES:

Successful candidates will coordinate with the Director to develop and implement out-of-school time programs, including a meaningful academic and enrichment program for elementary, intermediate and middle school students as well as oversee certain aspects of preschool programs. This may include expertise in the following areas:

Academic and Enrichment Programming

1. Work with Director, school and program staff to provide programs that are aligned to the District's Strategic Plan and the needs of the individual school community.
2. Work with Director, school and program staff and consultants to provide academic and enrichment activities related to the program's funding terms and conditions, goals, and objectives.
3. Select curriculum, assemblies, and other activities that are age, developmentally and culturally appropriate.

Community Involvement

1. Cultivate, develop and build partnerships and community collaborations to expand Out-of-School Time programs and activities.
2. Develop better means of communication among program stakeholders (staff, students, school, parents, community, etc.)
3. Assist with Parent Advisory Councils to improve the out-of-school time programs.
4. Develop opportunities for students to participate in service learning projects that will benefit the community.

Youth Development and Positive Activities Programs

1. Provide Youth Development Training including clubs, peer programs, leadership, and mentoring.

EXAMPLES OF DUTIES - continued:

Planning

1. Convene staff and collaborator meetings as needed for program review and improvement.
2. Provide evaluation reports as requested in compliance with grants.
3. Monitor student attendance in the activities that are offered.
4. Work with the program staff to market the programs.
5. Work with the Director to provide staff development opportunities.
6. Monitor programs for compliance with grant funding terms and conditions.
7. Adjust the program plan, as needed, to maximize results.

Other

1. Supervise and evaluates out-of-school time staff as assigned.
2. Interpret and carries out district policies and procedures.
3. Participate in meetings and conferences pertaining to the out-of-school time programs.
4. Work with the Director to monitor incoming funds and expenditures.
5. Work with the Director to operate grant funded programs in compliance with the funding terms and conditions of the grant's budgetary guidelines.
6. Perform other duties as might be requested and which are appropriate to out-of-school time programs.

QUALIFICATIONS

Knowledge and Abilities:

1. Strong training and leadership capabilities.
2. Strong oral and written communication skills.
3. Demonstrated knowledge of Out-of-School Time programming for children and youth.
4. Theory and practice of child and youth development.
5. Demonstrated knowledge of and sensitivity to the needs and interests of families from various socioeconomic communities.
6. Previous experience working with and respect for cultural diversity.
7. Willingness to work as a productive and collaborative team member.
8. Demonstrated organizational skills.
9. Demonstrated skills in managing change, convening, facilitating, and listening.
10. High energy.
11. Flexibility.
12. Good sense of humor.

Knowledge and Abilities – continued:

Education and Experience:

Possession of a Bachelor's Degree in education, child development, recreation, psychology or related fields or equivalent work experience in a field related to child and youth development, including ECE units comparable to Site Director under California Community Care Licensing guidelines. Prefer experience in after school programming and/or preschools, working with children, families, community groups, schools and public agencies in the areas of education and its related fields.

Licenses and Other Certification:

Possession of a First Aid/CPR/AED Adult & Child Certificate issued by an authorized agency. Current California Driver's License.

Characteristics:

Possess: good health and freedom from communicable diseases; good physical condition, agility and strength commensurate with the duties of the class; honesty; industry; initiative; dependability and good judgment in conjunction with position duties; loyalty and other related qualities.

Working Conditions:

Office, classroom and off campus setting and playground environments: subject to walking, bending, stooping, lifting, subject to noise, standing for long periods, temperature extremes.

BOARD APPROVED:



Consent Item D.4.4. Approval of New Management Job Description for Coordinator of Pupil Services and Appointment of Coordinator

Prepared by Minnie Malin  
July 20, 2010

**BACKGROUND:**

Administration has determined that due to the restructure of the Human Resources and the Educational Services departments approved at the February 15, 2010 Board meeting, it is necessary to provide additional administrative support in the area of Pupil Services.

Administration has prepared a new job description to include the current duties and responsibilities of the Coordinator of Student Behavior and Pupil Services and incorporated some of the duties and responsibilities of the Director of Special Education and Pupil Services to create the Coordinator of Pupil Services position. The job description is provided for Board review.

**RECOMMENDATION:**

Administration recommends approval of the new job description for the Coordinator of Pupil Services and the appointment of Bob Kull effective July 1, 2010.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The annual cost for the Coordinator of Pupil Services position will be \$94,958. There will be no increase to the general fund as a result of this item.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item D.4.4.

SANTEE SCHOOL DISTRICT  
COORDINATOR OF PUPIL SERVICES

JOB SUMMARY:

Under the direction of the Assistant Superintendent of Human Resources and Pupil Services the Coordinator of Pupil Services provides coordination, planning, consultation, and assists in the operation and administration of various pupil services functions and drug free programs, including, safe school services, student attendance, custodian of records, and pupil personnel services. The Coordinator of Pupil Services serves as the District's liaison between the district and the Sheriffs' Department, and the County Probation Department.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

1. Coordinates administrative reviews and expulsion hearings.
2. Serves as the Vice Principal of the Santee Success Program.
3. Keeps informed of legal requirements governing student behaviors and school law.
4. Coordinates federal, state, county, and district pupil services programs for at-risk students.
5. Acts as a liaison between the district, the Sheriffs' Department and the County Probation Department.
6. Participates in East County SARB and school site SART meetings and provide the completed documentation regarding student attendance and truancy issues.
7. Provide site Vice Principals and Administrative Interns with staff development and resources on student behavior and intervention programs.
8. Consults with site administrators on a regular basis regarding student needs.
9. Establishes procedures for placement, evaluation, assignment and review of students with regard to the full continuum of pupil support services and programs for at-risk students.
10. Participates in staff development throughout the district; works cooperatively with Staff Development Specialist to identify inservice needs and design programs to meet those needs.
11. Consults with parents regarding student behavior, attendance and truancy.
12. Assists staff and parents in resolving issues concerning areas of responsibility.
13. Interprets policy, procedure and school law to parents and staff, and provides leadership regarding the implementation of student support programs.
14. Performs other duties as designated or assigned by the Assistant Superintendent of Human Resources and Pupil Services.

COORDINATOR OF PUPIL SERVICES

Page 2

EMPLOYMENT STANDARDS:

- Education: Master's degree is required.
- Experience: Minimum of five years of successful experience as a teacher at K-8 level or pupil services specialist. Administrative experience is desirable.
- Credential(s): Appropriate California teaching and/or services credential authorized for grades K-8 and administrative credentials.
- Knowledge and Abilities: Possesses knowledge of learning theories and practices of student behavior programs, and state and federal laws affecting student behaviors. Has successfully demonstrated the ability to provide leadership to multi-disciplinary professional personnel; to work effectively with other administrators and governmental agencies, private associations, parents and citizen groups; to exhibit facility in human relationships; to effectively develop and manage project budgets; and to effectively present oral and written reports. Understands physical, emotional and social disabilities, causes and conditions, and the application of educational resources to assist in the development of the child.

ADOPTED:

REVISED:

Consent Item D.4.5. Approval of Revisions to Management Job Descriptions and Titles  
Prepared by Minnie Malin  
July 20, 2010

**BACKGROUND:**

Due to the recent restructure of the Human Resources and the Educational Services departments approved at the February 15, 2010 Board meeting, it was necessary to shift responsibilities to various management positions. As a result, the job descriptions and titles have been revised to reflect the changes in duties and responsibilities and are provided for Board review.

**RECOMMENDATION:**

Administration recommends approval of the revisions to the management job descriptions and titles effective July 1, 2010 as follows:

- Assistant Superintendent, Human Resources & Pupil Services
- Assistant Superintendent, Business Services
- Director II, Educational Services
- Director, Special Education

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item D.4.5.

## SANTEE SCHOOL DISTRICT

### ASSISTANT SUPERINTENDENT, HUMAN RESOURCES AND PUPIL SERVICES

#### JOB SUMMARY:

The Assistant Superintendent, Human Resources and Pupil Services, under direction of the District Superintendent, is responsible for operation and administration of services related to certificated and classified personnel, ~~serves as the Board's representative to negotiation sessions with employee organizations~~, is responsible for contract management and administering procedures pertaining to employer/employee relations, is *responsible for the development, supervision and implementation of various health services including the Santee Community Collaborative, safe school services, Santee Success Program; pupil services; child welfare and attendance, and supervision of the Out-of-School Time Programs* and performs other duties as assigned by the District Superintendent.

#### EXAMPLES OF DUTIES AND RESPONSIBILITIES:

- Administers the Human Resources, including all aspects of recruiting, selecting, placing, transferring and promoting certificated and classified personnel, except those positions supervised by the Superintendent.
- Determines correct salary placement for employees and initiates payroll authorizations.
- Administers salary advancement programs for certificated and classified personnel.
- Issues contracts, employment and rehiring notices.
- Coordinates evaluation procedures.
- Develops designated criteria for employee selection and hiring under "No Child Left Behind" legislation.
- Provides substitute employees.
- Verifies attendance reports.
- Maintains master personnel records.
- Verifies employment.
- Administers dismissal, suspension, resignation, and retirement procedures.
- Maintains job descriptions for positions.
- Assists certificated personnel credential renewal.
- Supervises and evaluates *staff members management and non-management personnel assigned to the Human Resources and Pupil Services Departments.*
- Serves as an Executive Council Member.
- *Serves as a member of the District's negotiations team.*
- Administers Workers' Compensation program.
- Administers employee health benefit program.
- Provides employees service and exemplary awards.
- Administers procedure for complaints about school district personnel.
- ~~Represents district at negotiation sessions with employee organizations.~~

## ASSISTANT SUPERINTENDENT, HUMAN RESOURCES AND PUPIL SERVICES

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### EXAMPLES OF DUTIES AND RESPONSIBILITIES (continued):

- Administers employee organization agreements and processes grievances.
- Prepares materials, research and studies related to collective bargaining.
- Creates a healthy climate for bargaining that supports District goals.
- Provides professional development for various positions, developing criteria related to job descriptions, and coordination of personnel testing.
- *Responsible for supervision and implementation in areas of student services and school services.*
- *Implements, maintains and evaluates the quality of student services.*
- *Supervises the district child welfare and attendance service, including pupil records, attendance and disciplinary control.*
- *Coordinates district pupil resources with both governmental and non-governmental community resources for children.*
- *Coordinates the development and implementation of processes to secure reimbursement of Medi-Cal funding.*
- *Provides a vision for the direction of pupil services, such as discipline issues and instructional support services at-risk students.*
- *Develops resources to meet pupil services needs, such as implementing grant writing and development supporting drug free and safe schools.*
- *Recommends policies and compliance procedures supporting drug free schools and practices essential to the needs of at-risk children for federal and state funding.*
- *Acts as a liaison between the district and other public agencies regarding those issues related to areas of responsibility. Such agencies include the county Health and Human Services Department, the Department of Social Services, the County Department of Education, the State Department of Education, the federal government and other school districts throughout the county and state.*
- *Provides leadership in assisting with the establishment of new programs and developing improved understanding of existing at-risk student programs.*
- *Arranges for the compilation, maintenance and filing of reports, records and other documents legally required or administratively useful.*
- *Develops program evaluation reports for the Superintendent and the Board of Education. Develops budget recommendations and provides expenditure control on established budgets for pupil services, T.U.P.E. and Safe & Drug Free Schools, physical and mental health, Medi Cal, etc.*
- *Supervises and coordinates activities of social services personnel.*
- *Monitors current social, physical, and mental health, and safe school services for operational effectiveness and makes changes or recommendations for improvement.*
- *Interprets the objectives and programs for student social, physical, and mental health services to the Board, administration, staff and public.*
- *Plans, develops and coordinates the district's social, physical and mental health and at-risk services.*
- *Reports on the status of pupil services programs at the request of the Superintendent.*
- *Serves as the Principal of the Santee Success Program.*
- Assumes other duties and responsibilities as may be assigned by the District Superintendent.

ASSISTANT SUPERINTENDENT, HUMAN RESOURCES AND PUPIL SERVICES

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EMPLOYMENT STANDARDS:

- Education: Master's Degree required, doctorate preferred.
- Experience: Prior administrative or supervisory experience required.
- Credential(s): Appropriate California Administrative credential(s).
- Knowledge and Abilities: Knowledge of district organization and operations, public sector bargaining, applicable federal and state laws for personnel practices, current management practices, school district staffing procedures and credential requirements and appropriate procedures for credential obtainment/renewal, as well as classified instructional requirements under "No Child Left Behind."
- Work Year: Twelve (12) months with twenty-two (22) working days vacation.

BOARD ADOPTED July 1, 1995

REVISED October 4, 2005

SANTEE SCHOOL DISTRICT

ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

JOB SUMMARY:

The Assistant Superintendent, Business Services, under direction of the District Superintendent is responsible for planning, organizing and directing the operation and administration of the Business Services Division *and serves as the Board's representative to negotiation sessions with employee organizations.* The Assistant Superintendent, Business Services, also assumes other responsibilities and duties as may be assigned by the Superintendent.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

Responsible for all functions of the Business Services Division and for procedures and operations including, but not limited to, budgeting and accounting, budget development reports, maintenance and operations, purchasing and warehousing, transportation, food services, construction, working with city governments and other corporate agencies, land acquisition, site construction, asset management, revenue enhancement, financing mechanisms, detection of safety issues and maintenance of safety standards and RISK management. Functions as a member of the district management team; participates in formation of recommendations for Board of Education policies; supervises and evaluates staff for whom directly responsible and participates in the evaluation of personnel in area of responsibilities; responsible for preparation and presentation of materials for Board of Education meetings; ~~serves as a member of the district negotiating team~~ *represents the district at negotiation sessions with employee organizations; prepares materials, research and studies related to collective bargaining; creates a healthy climate for bargaining that supports District goals;* serves as a member of the employer/employee relations committees; consults with developers regarding fees; serves on Executive Council; and assumes other duties and responsibilities as assigned by the District Superintendent.

EMPLOYMENT STANDARDS:

- |                   |   |
|-------------------|---|
| Education:        | Master's degree in school business administration or other acceptable area preferred  |
| Experience:       | Progressively responsible experience in public school business administration and finances or comparable experience as a CBO and/or Director of Finance in a related field. |
| License Required: | Possession of a valid and appropriate California Driver's License   |



ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

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EMPLOYMENT STANDARDS:

Knowledge and  
Abilities:

Possesses knowledge of financial administration, principles and practices of accounting as they apply to government and school districts, applicable sections of federal and state laws, data processing systems, current management practices, RISK management, land acquisition, site construction, COPS, TRANS, and other creative financing mechanisms, asset management, revenue enhancement, and school budgeting principles and practices. Has successfully demonstrated the ability to establish administrative procedures based on human relations, to interpret and explain clearly and concisely matters relative to business operations, to communicate effectively, to promote positive relationships with various community members, and district wide stakeholders, to analyze problems and suggest solutions, and to supervise and manage based on human relations principles. Must have positive people skills.

BOARD ADOPTED: May 18, 1993

REVISED: June 1, 2004

SANTEE SCHOOL DISTRICT

DIRECTOR OF SPECIAL EDUCATION AND PUPIL SERVICES

JOB SUMMARY:

The Director of Special Education and Pupil Services under the direction of the Assistant Superintendent, Educational Services, *Director of Educational Services*, assists in the operation and administration of various pupil services functions and drug-free programs, including Special Education programs, social, physical, and mental health services, and psychological services, the Santee Community Collaborative, safe-school services, community day school, custodian of records, and pupil personnel services. Performs other responsibilities and duties as assigned by the Assistant Superintendent, Educational Services-*Director of Educational Services*.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

- Recommends policies and compliance procedures essential to the needs of special education children in accordance with state and federal special education law.
- Keeps informed of legal requirements governing special education programs
- Coordinates federal, state, county, and interdistrict special education programs and contracts.
- Coordinates the development and implementation of processes to secure reimbursement of Medi-Cal funding.
- Establishes procedures for assessment, placement, evaluation, assignment and review of students with regard to the continuum of special education services.
- Assists in the recruitment, selection and recommendation for hiring of special education personnel.
- Responsible for compiling, maintaining and filing of reports, records and other documents legally required or administratively useful.
- Recommends procedures and eligibility criteria for admission to special education programs and services in accordance with state and federal requirements and district policies. Ensures that students are admitted to these programs in accordance with established procedures and criteria.
- Develops and maintains complete and cumulative individual records of all children receiving special education services.
- Arranges for the transportation of special education children whose IEP's stipulate the need for such service.
- Develops budget recommendations and provides expenditure control on established budgets for special education.
- Assists with the interpretation of the objectives and programs of special education to the Board, administration, staff and public.
- Assists staff and parents in resolving issues of concern.
- Interprets policy, procedure and special education law to parents and staff.
- Guides district schools in the development of legally required special education rules and regulations and provides advice regarding the California Education Code.
- Coordinates the placement and evaluation of individualized educational programs for special education students in nonpublic schools. Coordinates the development of contracts for nonpublic school placements.
- Plans programs, coordinates curricular resources, and evaluates the effectiveness of programs for individuals with disabilities and exceptional needs.

## DIRECTOR OF SPECIAL EDUCATION AND PUPIL SERVICES

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### EXAMPLES OF DUTIES AND RESPONSIBILITIES (continued):

- Develops an annual staff development plan for special education, which provides for the needs of teachers, administrators, assistants and parents.
- Builds a budget to fund the plan.
- Provides staff coordination in the areas of core curriculum and adaptations to the curriculum for special education students.
- Develops, coordinates and evaluates a parent education and involvement program.
- Supervises and conducts evaluation of assigned special education personnel and assists site administrators with the evaluation of site special education personnel.
- ~~Provides a vision for the direction of pupil services, such as discipline issues and instructional support services at-risk students.~~
- ~~Develops resources to meet pupil services needs, such as implementing grant writing and development supporting drug free and safe schools.~~
- ~~Recommends policies and compliance procedures supporting drug free schools and practices essential to the needs of at-risk children for federal and state funding.~~
- Keeps informed of all legal requirements governing special education, health services, psychological services, mental health services, Medi-Cal programs, and other programs which support pupil services *special education* and is a resource to sites regarding legal issues.
- Acts as a liaison between the district and other public agencies regarding those issues related to areas of responsibility. Such agencies include the East County Special Education Local Plan Area and member school districts, the county Health and Human Services Department, the Department of Social Services, the County Department of Education, the State Department of Education, the federal government and other school districts throughout the county and state.
- Recommends policies and administrative regulations for the purpose of supporting at-risk student needs for and access to the educational program.
- Provides leadership in assisting with the establishment of new programs and developing improved understanding of existing at-risk student programs.
- Supervises various management and non-management personnel as assigned by the Assistant Superintendent *Director of Educational Services*.
- Assists in the recruitment, selection, and recommendation for employment of personnel within areas of responsibility.
- Arranges for the compilation, maintenance and filing of reports, records and other documents legally required or administratively useful.
- Develops budget recommendations to assure the effective implementation of program areas within scope of responsibility.
- Interprets and provides advice regarding legal requirements and district objectives for the program areas within scope of responsibility to the Board of Education, administration, staff and public.
- Evaluates existing programs as an ongoing responsibility and recommends changes and additions as needed.
- Evaluates personnel providing support services in the Educational Services Department, and assists with the evaluation of personnel working in these program areas at school sites as needed.

DIRECTOR OF SPECIAL EDUCATION AND PUPIL SERVICES

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EXAMPLES OF DUTIES AND RESPONSIBILITIES (continued):

- ~~Develops budget recommendations and provides expenditure control on established budgets for pupil services, T.U.P.E. and Safe & Drug Free Schools, physical and mental health, Medi-Cal, etc.~~
- ~~Supervises and coordinates activities of health care personnel, social services personnel, mental health personnel, and Middle School Coordinators.~~
- ~~Monitors current social, physical, and mental health, and safe school services for operational effectiveness and makes changes or recommendations for improvement.~~
- ~~Interprets the objectives and programs for student social, physical, and mental health services to the Board, administration, staff and public.~~
- ~~Plans, develops and coordinates the district's social, physical and mental health and at-risk services.~~
- ~~Serves as the Principal of the Santee Success Program~~

EMPLOYMENT STANDARDS:

Education:	Master's degree is required; advanced education in special education is preferred.
Experience:	Minimum of five years of successful experience as a special education teacher at K-8 level serving special education pupils; administrative experience is desirable.
Credential(s):	Appropriate California teaching and/or services credential authorized for grades K-8 and administrative credentials.
Knowledge and Abilities:	Possesses knowledge of learning theories and practice of special education programs, and state and federal laws affecting exceptional children. Has successfully demonstrated the ability to provide leadership to multi-disciplinary professional personnel; to work effectively with other administrators and governmental agencies, private associations, parents and citizen groups; to exhibit facility in human relationships; to effectively develop and manage project budgets; and to effectively present oral and written reports. Understands physical, emotional, neurological, social disabilities, handicapping causes and conditions, and the application of educational resources to assist in the development of the exceptional child. Possesses an understanding and can demonstrate how to adapt curriculum to meet student needs.

BOARD APPROVED                      March 15, 2005

REVISED                                      April 19, 2005

SANTEE SCHOOL DISTRICT

DIRECTOR II, EDUCATIONAL SERVICES

JOB SUMMARY:

The Director II of Educational Services, under the direction of the District Superintendent, is responsible for the development and implementation of district curriculum and instructional research; testing *assessment* and evaluation; professional staff development; *instructional technology*; district, state and federal projects; *English Learners*, special education; psychological and health services; ~~pupil services~~; ~~child welfare and attendance~~ and other duties as assigned by the District Superintendent.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

- Responsible for vision and direction of Educational Services for the district – Pre-K through grade 8.
- Responsible for supervision and implementation in areas of curriculum and instruction; *instructional technology*; *assessment*; special education; ~~pupil services~~; ~~school services~~; research and evaluation.
- Responsible for administration of Educational Services, including organizational development and structure, operation and budget.
- Responsible for articulation with high school (9-12) educational services and instructional content.
- Assign, supervise and evaluate department personnel.
- Develop, implement, maintain and evaluate the quality of curriculum and instructional services, categorical programs, *instructional technology*; *assessment*, ~~pupil services~~, special education, and *professional staff* development.
- ~~Supervise the district child welfare and attendance services, including pupil records, attendance and disciplinary control.~~
- ~~Coordinate district pupil resources with both governmental and non-governmental community resources for children.~~
- Responsible for assisting in developing and implementing Board policies and administrative procedures.
- Attend Board meetings and prepare reports for the Board as the Superintendent may request.
- Assist in the determination of types of programs needed by the schools and makes appropriate recommendations.
- Report on the status of district programs and services at the request of the Superintendent.
- Serve upon assignment by the Superintendent as a resource person to all division and site administrators in the district.
- Develop *assessment*, achievement and program evaluation reports for the Superintendent and the Board of Education.
- *Principal* of the Alternative Home School. ~~and the Student Success Program.~~

DIRECTOR II, EDUCATIONAL SERVICES

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EXAMPLES OF DUTIES AND RESPONSIBILITIES (continued):

- *Oversee enrollment processes for new and returning students.*
- Interpret and articulate the programs, philosophy and policies of the district to staff, students and the community.
- Determine and communicate to the Superintendent the curriculum and instructional requirements and needs of the district.
- Project and develop programs that will meet student future needs.
- Perform other duties and responsibilities as assigned by the Superintendent.

EMPLOYMENT STANDARDS:

Education:	Master's degree is required. Doctorate in educational administration or curriculum preferred.
Experience:	Minimum of <del>four</del> five years successful experience as a classroom teacher at the K-8 level. Experience as a building principal.
Credential(s):	Appropriate California teaching credential authorizing service in grades K-8 and administrative credential(s).
Knowledge and Abilities:	Knowledge in curriculum and pupil services; knowledge related to laws affecting youth; knowledge of sound principles of fiscal responsibility; knowledge of sound approaches to problem solving; knowledge of managerial skills and processes; ability to work effectively with people; ability to plan, organize and direct the work of others; ability to analyze problems; ability to effectively prepare written and oral reports; ability to carry out written and oral instructions effectively.

BOARD APPROVED August 18, 2009

REVISED

Consent Item D.4.6. Approval of New Classified Non-Management Job Description for District Instructional Media Technician

Prepared by Minnie Malin  
July 20, 2010

**BACKGROUND:**

The new Learning Resource Centers provide digital and technical resources and require employees with the appropriate skills to assist staff and students. In June 2009, the job description and implementation of training for the new Instructional Media Technician positions was negotiated and Board approved. During the 2009-10 school year, training has been provided to current Library Media Clerks, the Library Media Clerk II (District), and all interested employees in preparation for implementing the new Instructional Media Technician positions at the beginning of the 2010-11 school year. In June of 2010, the Job description for the District Instructional Media Technician was negotiated and is presented tonight for your review.

**RECOMMENDATION:**

Administration recommends approval of the new job description for the District Instructional Media Technician effective July 1, 2010. The current Library Media Clerk II (District), has successfully completed training for the District Instructional Media Technician position and will begin working in the new position at the beginning of the 2010-11 school year.

This recommendation supports the following district goals:

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

**FISCAL IMPACT:**

The current annual cost for the Library Media Clerk II (District) is \$14,918 and will increase to \$15,664 when the new classification is implemented. This will result in an annual increase of \$746 to the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

Support of new technology is a vital element for student success.

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

Agenda Item D.4.6.

DISTRICT INSTRUCTIONAL MEDIA TECHNICIANDEFINITION:

Under the direction of the Director of Library/Media Services, provides site assistance and specialized clerical support involved in the District-wide ordering, receiving, processing, circulating, storage, and inventory of textbooks, audiovisual equipment, and other instructional materials. In addition, provides site Instructional Media Technician support in the use of print, book and digital medium comfortably to assist classroom learning. Must have the willingness and ability to remain current with the demands of twenty-first century digital learning.

EXAMPLES OF DUTIES:

1. Processes requests from schools for audio visual materials, novels, visual aids, textbooks, and other instructional materials;
2. Processes library and textbook materials with appropriate property markings, jacketing, packaging, and storing;
3. Processes orders and receives books and other materials; fills textbook orders.
4. Plans, schedules, and performs clerical support related to the processing and circulation of instructional materials;.
5. Prepares and maintains a variety of records and reports related to textbook inventory, requisitions, budget, and others;
6. Provides information and assistance to District personnel; explains and applies established rules and policies related to the use of instructional materials;
7. Works with site Instructional Media Technicians in using book, print and other hard copy resources to assist students in doing research and finding books that align with their grade level reading levels;
8. Assists site Instructional Media Technicians in utilizing digital resources such as video cameras, CD's, computers, and other technology tools to support grade level curriculum;
9. Provides assistance to site Instructional Media Technicians in identifying, locating, and interpreting information through appropriate search engines;
10. Assists in review of technology software for literacy and other print literary resources such as literature, books, print materials, realia, et cetera...;
11. Reinforces district standards for students in shaping of appropriate social and ethical Internet behavior;
12. Assists site Instructional Media Technicians in preparing a variety of instructional materials and learning aids both hard copies such as books and print materials as well as electronic media in supporting classroom instruction for use with students in an LRC environment;
13. Works with teachers to support classroom learning and suggests print and electronic resources for learning;
14. Works with community, staff and students successfully;
15. May train and provide work direction to other personnel as assigned;
16. Support a resource website with ongoing input and information.
17. Other duties as assigned;



## DISTRICT INSTRUCTIONAL MEDIA TECHNICIAN

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### QUALIFICATIONS:

#### Knowledge of:

1. Processing, circulation, and control of textbooks and other instructional materials.
2. Library cataloguing systems for books and other printed materials.
3. Basic methods, procedures, and techniques pertaining to instructional technology, computer hardware and software applications systems.
4. Current educational software programs for learning.
5. Instructional media and information technology trends, practices and procedures.
6. Computer operating systems and a variety of computer hardware and software applications.
7. Basic troubleshooting skills for rudimentary technology problems.
8. Instructional strategies to manage K-8 groups to support learning.
9. Successfully supports the site Instructional Media Technicians and classroom teachers and the learning needs of students and provides a variety of support resources for learning including print and multi media resources.
10. Appropriate English usage, punctuation, spelling, and grammar.
11. Routine record management, storage, and retrieval systems and office practices and procedures.

#### Ability to:

1. Learn, apply, interpret and explain rules, regulations, and policies related to media and textbook functions.
2. Receive, process, and circulate textbooks and supplemental instructional materials.
3. Train and provide work direction to others as assigned.
4. Discern and choose appropriate medium including print or electronic medium to use for learning in the site LRC.
5. Utilizes a variety of appropriate instructional materials and develops organized procedures in the enhancement of a positive educational environment.
6. Operates a variety of computer hardware and peripheral equipment.
7. Effectively and efficiently tutors and instructs site Instructional Media Technicians in computer and digital/information literacy.
8. Understands and carry out oral and written directions.
9. Establishes and maintains cooperative working relationships with school site staff.

### PHYSICAL DEMANDS

The physical requirements indicated below are examples of the physical aspects that this position classification must perform in carrying out essential job functions.

Persons performing service in this position classification will exert 30-50 pounds of force occasionally to lift, carry, push, pull, or otherwise move objects.

This type of work involves walking/standing, but will involve sitting a portion of the time. Perceiving the nature of sound, near and far visual acuity, depth perception, providing oral information, and possessing the manual dexterity to operate business related equipment, and to handle and work with various materials and objects are important aspects of this job.

Must have a full range of motion in the upper extremities.

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

## DISTRICT INSTRUCTIONAL MEDIA TECHNICIAN

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### TRAINING AND EXPERIENCE

Any combination of training and experience that would likely provide the required knowledge and abilities listed above. A typical way to obtain the required knowledge and abilities would be:

#### Education:

High school graduation supplemented by training or coursework in computer instruction, instructional media technology, and subject matter areas applicable to the assignment.

#### Experience:

Two years minimum experience working with students and instructional personnel in computer assisted instruction, instructional media technology, and with printed learning materials or programs.

#### Technical Experience:

Training and demonstrated competency in current office management software, and current educational software programs used in classrooms, understanding of Internet searches and safe practices and learning web sites, and knowledge of library management software or similar electronic medium as well as Dewey Decimal system.

### WORKING CONDITIONS

District Library/Media Center environment; subject to climbing ladders and lifting instructional materials.

BOARD APPROVED:

Consent Item D.4.7. Approval to Increase Work Hours for Identified Classified Non-  
Management Position

Prepared by Minnie Malin  
July 20, 2010

**BACKGROUND:**

The Director of Out-of-School Time Programs, Pam Brasher, has determined that it is necessary to increase the work hours for the Early Childhood Group Leader II position to maintain an effective operation of the YALE Preschool program from 6.75 hours to 8.0 hours per day.

**RECOMMENDATION:**

Administration recommends approval of the increase in work hours for Barbara Giddens, currently the only employee serving as a Early Childhood Group Leader II, from 6.75 hours to 8.0 hours per day effective July 1, 2010.

This recommendation supports the following district goals:

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

**FISCAL IMPACT:**

The annual cost for the current 6.75 hours Early Childhood Group Leader II position is \$33,570 and will increase to \$39,503 when hours are increased to 8.0 hours per day. This will result in an annual increase of \$5,933. The YALE Preschool is a fee-based program and will not impact the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item D.4.7.

Consent Item D.4.8. Approval of Memorandum of Understanding with San Diego Youth Services – Community Assessment Team

Prepared by Minnie Malin  
July 20, 2010

**BACKGROUND:**

Since 2002, San Diego Youth Services (SDYS) - Community Assessment Team (CAT) has offered case management services to families supporting at risk youth in the community. CAT services include; identifying youth and families needs by assessing family/student's psycho/social history, safety issues; working with the family on strength-based problem-solving approaches; coaching and supporting parents and students to make better choices; and offering information on community resources available to support family. Selected students may be able to receive group services for an hour a week at selected school sites.

SDYS is asking that Santee School District continue to work with the CAT Team by making referrals for families, designating a point of contact for the program, providing input for additional programs to provide care for children and their families, and providing meeting space when appropriate and available.

**RECOMMENDATION:**

Administration recommends that the Board of Education approve this Memorandum of Understanding with San Diego Youth Services-CAT Team for the 2010-11 school year.

This recommendation supports the following District goal:

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

*This recommendation supports the strategic plan area of strengthening student resiliency by providing social service support through individual student counseling.*

**FISCAL IMPACT:**

SDYS offers these services to families from Santee School District at no charge, and are worth approximately \$9,500 a year. There is no cost to the Santee School District.

**STUDENT ACHIEVEMENT:**

By providing social service and mental health support, students will be better prepared to learn in the classroom.

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

Agenda Item D.4.8.

**Memorandum of Understanding  
Between  
San Diego Youth Services  
And  
Santee School District**

This is a Memorandum of Understanding between San Diego Youth Services (SDYS) and **Santee School District**. While this is not a legally binding document, this Memorandum does indicate a voluntary agreement to implement the following service delivery plan for the Diversion and Community Assessment Team designed by the aforementioned party and other participating collaborators.

- I. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SDYS and the **Santee School District** for the purpose of implementing coordinated services in the proposed program. The goal of this program is: "To help At Risk youth."
- II. **Term:** This Memorandum of Understanding shall begin on July 1, 2010 and will extend through June 30, 2011. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.
- III. **Description of Participation:**
  - A. **Santee School District** agrees, per this memorandum, to provide the following:
    1. Participate in the development, documentation, and evaluation of the program.
    2. Designate an individual as a point of contact for the program.
    3. Provide the names and contact information for all youth and their families for which services are to be provided.
    4. Communicate immediately if problems/concerns arise with students or program implementation.
    5. Provide coordinated input in the development of new programs, services and funding to insure that growth and expansion of services to children and their families fits into the ongoing aims of the collaboration.
    6. Participate, when appropriate, in interagency focus group discussions for the purpose of gathering and assessing program impact.
    7. Support prevention strategies of SDYS, community collaborators, and through cross-agency activities of the Collaborative.
    8. Participation in community awareness, mandated reporting, and documentation activities of the Collaborative.
    9. Provide meeting and program space as available and appropriate.
  - B. San Diego Youth Services agrees, per this memorandum provide the following:

Initials: \_\_\_\_\_  
\_\_\_\_\_

1. Provide oversight, facilitation and coordination of the program design, implementation, service delivery, information management, and reporting to ensure that a high caliber of services is maintained.
2. Designate an individual as a point of contact for the program.
3. Provide CAT and/or Diversion case management services for a minimum of one hour, each week which may include services and intervention(s) like:
  - Conduct accurate psycho/social history taking and assessment.
  - Assessment for safety issues.
  - Obtain multiple perspectives (youth, parents, school, police, counselor, etc.)
  - Find out what the family believes it needs.
  - Understand and acknowledge individual and family strengths.
  - Give information on child and adolescent development.
  - Give objective feedback on family dynamics.
  - Offer training in a strengths-based problem-solving approach.
  - Assist families as they take action (specifically completing the Diversion Contract)
  - Provide encouragement and moral support.
  - Provide activities and things that reinforce family unity and resilience.
  - Network youth and families with others for mutual support.
  - Provide activities and access to services that reinforce individual and family strengths.
  - Provide follow-up information to the family and community stakeholders (Law enforcement)
4. Continue efforts to identify additional youth needs and provide additional information to enhance the program's service effectiveness and promote better outcomes for youth.
5. Provide an updated status report upon request.
6. Provide Cool Bed Plus resources for youth and families to enhance additional supportive services to those in need.

IV. **Confidentiality:** The collaborative partner acknowledges that their staff may acquire information from a variety of sources concerning or belonging to SDYS during the term of this Memorandum that is confidential. Such confidential information includes but is not limited to all proprietary information on SDYS, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of SDYS. The collaborative partner agrees to maintain the confidentiality of this information. The collaborative partner also agrees that s/he will not directly or indirectly use or disclose any such information during or after the term of this Memorandum by SDYS to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of SDYS to receive such information.

For the purposes of this Memorandum of Understanding, the signature by the collaborative partner on this document and the attached Business Associate Contract (**Attachment A**) ensures that the collaborative partner shall be in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations. The collaborative partner to SDYS, a Business Associate of SDYS as defined by HIPAA regulations, shall not use or further disclose protected health information other than as permitted or required by the contract or as required by law.

Initials: \_\_\_\_\_  
 \_\_\_\_\_

- V. **Value of Services:** No Money is transferred. The value of staff time provided by San Diego Youth Services is approximately \$ 9,500.
- VI. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days written notice.

\_\_\_\_\_  
Santee School District Representative  
**Santee School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Walter Philips  
Executive Director  
**San Diego Youth Services**

\_\_\_\_\_  
Date

Initials: \_\_\_\_\_  
\_\_\_\_\_

**Business Associate Contract**  
between  
**Santee School District and San Diego Youth Services, Inc.**

The purpose of this Business Associate Contract is to ensure that **Santee School District** is in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations.

A Business Associate Contract is required as a part of the *Health and Human services funded "Diversion" program, Juvenile Probation services funded "CAT" program, Administration for Children and Families and Administration for Children, Youth and Families funded "Cool Bed Plus" programs*, agreement between San Diego Youth Services, Inc. and **Santee School District**. Subcontractors and Consultants of Business Associates are subject to the same restrictions as the Business Associates under the Covered Entities' Business Associate Contract.

For purposes of this agreement, the "Business Associate" shall be the Consultant **Santee School District**.

As the contractor to the *Health and Human services funded "Diversion" program, Juvenile Probation services funded "CAT" program, Administration for Children and Families and Administration for Children, Youth and Families funded "Cool Bed Plus" programs*, San Diego Youth Services is the "Covered Entity".

I. Definition of Terms

1. *Covered Entity*. "Covered entity" shall mean that San Diego Youth Services designated as the full agency subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E, and those components of San Diego Youth Services designated as Business Associates of other entities subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
2. *Designated Record Set*. "Designated record set" shall have the same meaning as the term "designated record set" in 45 Code of Federal Regulations Section 164.501.
3. *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 Code of Federal Regulations Section 164.502(g).
4. *Privacy Rule*. "Privacy rule" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

Initials: \_\_\_\_\_  
\_\_\_\_\_



5. *Protected Health Information.* “Protected health information” shall have the same meaning as the term “protected health information” in Section 164.501 of 45 Code of Federal Regulations, Part 160 and Part 164 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
6. *Required By Law.* “Required by law” shall have the same meaning as the term “required by law” in 45 Code of Federal Regulations Section 164.501.
7. *Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

## II. Obligations & Activities of Business Associates

1. Business Associate agrees to not use or further disclose protected health information other than as permitted or required by the contract or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for by the contract.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirement of the contract.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the protected health information not provided for by the contract.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through the contract to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to protected health information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 Code of Federal Regulations Section 164.524.
7. Business Associate agrees to make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the privacy rule.

Initials: \_\_\_\_\_  
\_\_\_\_\_

9. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 Code of Federal Regulations Section 164.528.
10. Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Exhibit A of the contract, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 Code of Federal Regulations Section 164.528.

### III. Permitted Uses and Disclosures by Business Associate

Business Associate shall provide access to direct services for “at risk” youth under subcontract with Covered Entity under contract with the *Health and Human services funded “Diversion” program, Juvenile Probation services funded “CAT” program, Administration for Children and Families and Administration for Children, Youth and Families funded “Cool Bed Plus” programs.*

Except as otherwise limited in this contract, Business Associate may use or disclose protected health information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of protected health information would not violate the privacy rule if done by Covered Entity.

Except as otherwise limited in the contract, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Statement of Work of the contract, provided that such use or disclosure would not violate the privacy rule if done by Covered Entity.

1. Except as otherwise limited in the contract, Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
2. Except as otherwise limited in the contract, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which they are aware the confidentiality of the information has been breached.
3. Except as otherwise limited in the contract, Business Associate may use protected health information to provide data aggregation services to Covered Entity as permitted by 45 Code of Federal Regulations 164.504(e)(2)(i)(B).

### IV. Obligations of Covered Entity

Initials: \_\_\_\_\_  
 \_\_\_\_\_

1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice. These privacy practices are available on our web site at www.SDYS.org.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose protected health information, if such changes affect Business Associate's permitted or required uses and disclosures.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with Section 164.522.

#### V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by Covered Entity.

#### VI. Term and Termination

1. *Term.* The term of this Article 14 shall begin on April 13, 2003, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with termination provisions in this Section.
2. *Termination for Cause for Breach of Terms of Article 14.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the contract if Business Associate has breached a material term of the contract and cure is not possible.
3. *Effect of Termination.*
  - a. Except as provided in paragraph 14.6.3.2 of this Article 14, upon termination of the contract, for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
  - b. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business

Initials: \_\_\_\_\_  
 \_\_\_\_\_

Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Article 14 to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

## VII. Miscellaneous

1. *Regulatory References.* A reference in this Article 14 to a section in the privacy rule means the section as in effect or as amended, and for which compliance is required.
2. *Amendment.* The parties agree to take such action as is necessary to amend this Article 14 from time to time as is necessary for Covered Entity to comply with the requirements of the privacy rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
3. *Survival.* The respective rights and obligations of County and Business Associate under Section 14.6.3 of this Article 14 shall survive the termination of the contract.
4. *Interpretation.* Any ambiguity in this Article 14 shall be resolved in favor of a meaning that permits Covered Entity to comply with the privacy rule.

Initials: \_\_\_\_\_  
\_\_\_\_\_

Consent Item D.4.9. Approval of Memorandum of Understanding with Jewish Family Services to Provide Parenting Series

Prepared by Minnie Malin  
July 20, 2010

**BACKGROUND:**

Jewish Family Services has a county contract to provide the evidence based parenting program Triple P or Positive Parenting Program at school sites around San Diego County. They selected Santee School District as a site for this program and want to provide three (3) 90 minute sessions to parents and staff of Santee. The class is tentatively scheduled at Cajon Park School on Thursdays beginning October 21, 2010.

**RECOMMENDATION:**

Administration recommends that the Board of Education approve the Memorandum of Understanding with Jewish Family Services to provide a three part parenting series "Positive Parenting" at Cajon Park School in October and November of 2010.

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 only cost to the District is the printing of flyers of approximately \$200 and will be paid from the LEA Medicare program. Presenter and child supervision expenses are covered by a county contract with Jewish Family Services.

**STUDENT ACHIEVEMENT IMPACT:**

Parent support is crucial to the academic success of our students. By providing parent education, parents will become stronger partners in their student's growth and learning.

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

Agenda Item D.4.9.

**MEMORANDUM OF UNDERSTANDING**  
Between Jewish Family Service and Santee School District

Parties:

This Memorandum of Understanding is between Jewish Family Service [JFS] and Santee School District (SSD).

Purpose:

To establish a working connection between Jewish Family Service and Santee School District that will enable both parties to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 529742]"Triple P" Positive Parenting Program.

Responsibilities of Parties:

In order to achieve the purpose set out above, the parties will perform the following activities:

**Jewish Family Service will:**

JFS will partner with SSD to provide services through the Positive Parenting Program to Lauderbach's staff and to children and families enrolled at this school.

JFS will provide three 90 minute parent education seminars using the evidence-based "Triple P" curriculum to Lauderbach staff and parents/caregivers of children in the school.

JFS will provide incentives and program materials to participants and will pay for childcare as needed.

JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.

**Santee School District will:**

SSD will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers and staff.

SSD will work closely with JFS to understand and implement the Positive Parenting Program elements to ensure that the program reaches and serves as many people as possible at this school. SSD will promote the Program and communicate its benefits to school staff and enrolled families.

SSD will provide adequate space for the Triple P Seminars (Positive Parenting Program) seminars at Cajon Park School; will refer childcare workers, staff and provide access to parents by distributing information regarding the seminars

General Terms of the Agreement:

Both Jewish Family Service Positive Parenting Program and Santee School District agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality.

The initial term of this agreement enters into effect upon the signature of both parties and is set to expire on June 30, 2011.

***Jewish Family Service***

***Santee School District***

Signed: \_\_\_\_\_  
Name:  
Title:  
Date:

Signed: \_\_\_\_\_  
Name: Minnie Malin  
Title: Assistant Superintendent  
Date: July 21, 2010

8804 Balboa Ave.  
San Diego, CA 92123  
858-637-3000  
285 N El Camino Real, Suite 218  
Encinitas, CA 92024-5385  
858-637-3304

9625 Cuyamaca Street  
Santee, CA 92071  
619-258-2345

DISCUSSION AND/OR ACTION ITEMS Item E.

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



Discussion and/or Action Item E.1.1. Approval of Monthly Financial Report  
Prepared by Karl Christensen  
July 20, 2010

**BACKGROUND:**

Administration has prepared the accompanying Monthly Financial Report covering the period May 1, 2010 through May 31, 2010 for the Board of Education's review and comments. The statements are prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The Monthly Financial Report shows a beginning cash balance of \$2,082,965; cash receipts of \$3,143,449; and disbursements of \$4,111,160 are reflected for the period of May 1, through May 31, 2010, resulting in an ending cash balance of \$1,115,254 as of May 31, 2010.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

1

## CASH REPORT FOR MAY 31, 2010

		Actual	Projected
Beginning Cash Balance as of April 30, 2010		\$2,082,965	\$1,663,639
<b>INCOME</b>			
A. Revenue Limit Sources			
State Aid	\$911,835		
Property Taxes	941,081		
		\$1,852,916	
B. Federal Income			
ARRA	125,165	125,165	
C. State Income			
Unres. State Funding	5,463		
EIA	60,838		
Consol. Categorical	2,277		
AB825	122,143		
HTS Spec Ed	20,301		
Transportation	11,108	222,130	
D. Local Income			
Other Local Income	797,881		
Spec ED	145,357	943,238	
E. Due to/Due from other funds		0	
F. Debt Proceeds		\$0	
<b>TOTAL INCOME</b>		<b>\$3,143,449</b>	<b>\$2,853,634</b>
Beginning Balance Plus Income		\$5,226,414	\$4,517,273
<b>DISBURSEMENTS</b>			
G. Commercial Warrants	\$353,756		
H. Payroll Warrants	3,073,890		
I. Statutory Employee Benefits	367,420		
J. Health & Welfare	288,660		
K. Liability	27,434		
<b>TOTAL DISBURSEMENTS</b>		<b>\$4,111,160</b>	<b>\$4,384,679</b>
Ending Cash Balance as of May 31, 2010		\$1,115,254	\$132,594





## Budget Revisions May 31, 2010 2009-10 Revised Budget

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<b>Beginning Fund Balance</b>	4,614,816	2,449,373	7,064,189
<b>Estimated Income</b>	32,614,712	13,193,468	45,808,180
<b>Estimated Expenditures</b>	32,362,433	15,413,499	47,775,932
<b>Change in Fund Balance</b>	252,279	(2,220,031)	(1,967,752)
<b>Projected Ending Fund Balance</b>	4,867,095	229,342	5,096,437
Less: Designation for Restricted Programs/Carryovers	-	229,342	229,342
Less: Designation for Prepaid Expenses	392,160		392,160
Less: Designation for Revolving Cash	15,000		15,000
Less: Designation for Stores Inventory	27,199		27,199
Less: Reserve for Vacation Carryover	211,682		211,682
Less: Reserve for Economic Uncertainty	1,433,278		1,433,278
<b>Undesignated/Unappropriated/Unreserved Fund Balance (Uncommitted)</b>	2,787,776	-	2,787,776
<b>Fund 17 Projected End of Year Balance</b>	2,826,887		2,826,887
<b>Projected Reserves</b>	7,047,941	-	7,047,941
<b>As a % Estimated Expense Total</b>	14.75%		
* Projected Reserve % 2010-11	11.69%		
* Projected Reserve % 2011-12	5.06%		
* Projected Reserve % 2012-13	-1.63%		

\* Based on latest multi-year projection assumptions



**BACKGROUND:**

At the Board’s direction, Administration has been reviewing options for making vendor payments using a procurement or credit card in order to obtain rebates. American Express (“AMEX”) offers a procurement card free of charge and aggregates purchases for calculating incentive amounts using all participating educational institutions. The District has been approved by American Express for a credit line of \$1,270,000.

The amount of incentives to be received in cash is calculated at the end of the year based on Net Annual Charge Volume and average daily balances, called Client Held Days, for all members of Educational and Institutional Cooperative Service (“E&I”). Currently, the incentive rate is 0.93% with average Client Held Days of 11-15. To receive the incentives, the bill must be paid within 14 days of receipt. Staff discussed this restriction with the County Office of Education (“SDCOE”) since they must audit vendor payments before they are released. By expediting paperwork with SDCOE and initiating wire transfers for payments to AMEX, Administration believes the 14-day requirement can be fulfilled.

The report analyzes vendor payments of \$1,000 or more in 2008-09 and 2009-10 and indicates which vendors are known to accept AMEX. Two vendors have prohibitive restrictions such as charging a 3% fee or only allowing payment by AMEX in the store. These were factored out of the analysis. Based on 2009-10 purchases with these vendors, the District could expect \$14,363 in Financial Incentives from AMEX.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Agreement with American Express for a corporate services commercial account and procurement card that provides financial incentives for use.

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 possibility of \$14,000 in additional revenue from financial incentives, depending on the level of use and aggregate calculation for E&I members.

**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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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.

Review: Mandatory Biennial Review  
BB 9270 Conflict of Interest

Prepared by Dr. Patrick Shaw  
July 20, 2010

**BACKGROUND:**

Government Code Section 87306.5 requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if there is a need for it to be amended. BB 9270 was last reviewed and approved by the Board on August 5, 2008 and “re-adopted” with the BB 9000 series in February 2009 during the policy book revision with CSBA. To comply with the law and begin the biennial rotation once again, BB 9270 is being submitted for your review.

**RECOMMENDATION:**

Board Bylaw 9270 is submitted for a review only. Action is at the discretion of the Board. If no action is taken, BB 9270 will return for a second review and approval.

**FISCAL IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item F.1.1.
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## **CONFLICT OF INTEREST**

### **Incompatible Activities**

Members of the Governing Board shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district.

### **Conflict of Interest Code**

Board members and designated employees of the district shall adhere to the financial disclosure requirements of the district's conflict of interest code adopted pursuant to the provisions of Government Code 87300. The district's conflict of interest code shall comprise of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body.

When a change in the district's conflict of interest code is necessitated by changed circumstances such as the creation of new designated positions, amendments or revisions shall be submitted to the code reviewing body within 90 days.

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views.

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required.

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction.

### **Financial Interest**

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees.

**CONFLICT OF INTEREST** (continued)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following:

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records
8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm



**CONFLICT OF INTEREST** (continued)

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child.

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree.

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

**Gifts/Honoraria**

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730. The prevailing gift limitation is \$320. This amount is adjusted on odd numbered years by the FPPC. The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506. A gift of travel does not include travel provided by the district for Board members and designated employees.

**CONFLICT OF INTEREST** (continued)

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law.

The term honorarium does not include:

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

**APPENDIX  
DESIGNATED POSITIONS/DISCLOSURE CATEGORIES**

1. Persons occupying the following positions are designated employees in Category 1:

Governing Board Members  
Superintendent of Schools  
Assistant/Associate Superintendents  
Director of Fiscal Services

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
  - (1) Are engaged in the acquisition or disposal of real property within the district
  - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
  - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

**CONFLICT OF INTEREST** (continued)

2. Persons occupying the following positions are designated employees in Category 2:

Director  
Principal

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
  - b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

**CONFLICT OF INTEREST** (continued)

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

*Legal Reference:*EDUCATION CODE1006 *Qualifications for holding office*35107 *School district employees*35230-35240 *Corrupt practices*35233 *Prohibitions applicable to members of governing boards*35239 *Compensation for board members in districts under 70 ADA*GOVERNMENT CODE1090-1098 *Prohibitions applicable to specified officers*1125-1129 *Incompatible activities*81000-91015 *Political Reform Act of 1974, especially:*82011 *Code reviewing body*82019 *Definition of designated employee*82028 *Definition of gifts*82030 *Definition of income*87100-87103.6 *General prohibitions*87200-87210 *Disclosure*87300-87313 *Conflict of interest code*87500 *Statements of economic interests*89501-89503 *Honoraria and gifts*91000-91014 *Enforcement*CODE OF REGULATIONS, TITLE 218110-18997 *Regulations of the Fair Political Practices Commission, especially:*18702.5 *Public identification of a conflict of interest for Section 87200 filers*COURT DECISIONS*Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655**Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511*ATTORNEY GENERAL OPINIONS86 *Ops. Cal. Atty. Gen. 138(2003)*85 *Ops. Cal. Atty. Gen. 60 (2002)*82 *Ops. Cal. Atty. Gen. 83 (1999)*81 *Ops. Cal. Atty. Gen. 327 (1998)*80 *Ops. Cal. Atty. Gen. 320 (1997)*69 *Ops. Cal. Atty. Gen. 255 (1986)*68 *Ops. Cal. Atty. Gen. 171 (1985)*65 *Ops. Cal. Atty. Gen. 606 (1982)**Management Resources:*WEB SITES*Fair Political Practices Commission: <http://www.fppc.ca.gov>*

**BACKGROUND:**

Consultant services are necessary from time-to-time to provide expert professional advice or specialized technical or training services which are not required on a continuing basis or which cannot be provided by District staff because of limitations of time, experience or knowledge. Adopting this board policy will identify specific services required by consultants. Presented tonight for review by the Board of Education, is Board Policy #3600, Consultants.

**RECOMMENDATION:**

Board Policy #3600, Consultants is presented for review only. No action is required at this time.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

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

## CONSULTANTS

The Governing Board authorizes the use of consultants to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

As part of the contract process, the Superintendent or designee shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. District employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

All consultant contracts shall be brought to the Board for approval.

The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age or disability.

Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment.

When employees of a public university, county office of education or other public agency serve as consultant or resource persons for the district, they shall certify as part of the consultant agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for this district.

**CONSULTANTS (continued)**

Legal Reference:

EDUCATION CODE

10400-10407 Cooperative improvement programs

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

17596 Limit on continuing contracts

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

53060 Contract for special services and advice

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-A Employer's Supplemental Tax Guide

(1/85 9/88) 10/96

Policy  
adopted:

**SANTEE SCHOOL DISTRICT**  
Santee, California

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 go into Closed Session to discuss:*

1. **Conference with Legal Counsel – Existing Litigation**  
*(Subdivision (a) of Gov't Code §54956.9)  
Case # 37-2009-00083936-CU-CO-CTL*
2. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Purpose: Negotiations  
Agency Negotiator: Minnie Malin, Director of Human Resources  
Employee Organizations: Santee Administrators Association, Santee Teachers Association, and California School Employees Association*
3. **Public Employee Performance Evaluation** (Govt. Code § 54957)  
*Superintendent*

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.