

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
 September 21, 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.

	<u>Page #</u>
A. OPENING PROCEDURES – 7:00 p.m.	4
1. Call to Order and Welcome	
2. District Mission	
3. Pledge of Allegiance	
4. Approval of Agenda	
B. REPORTS AND PRESENTATIONS	
1. Superintendent's Report	5
1.1. Developer Fees Collection Report	6
1.2. Use of Facilities Report	7
1.3. Enrollment Report	8
1.4. Schedule of Upcoming Events	9
2. Superintendent's State of the District Address	10
3. Academic Performance Index (API) and Academic Yearly Progress (AYP) Scores for 2010	11
C. PUBLIC COMMUNICATION	12
<i>During this time, citizens are invited to address the Board of Education about any item <u>not</u> on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to five minutes. All meetings are tape recorded.</i>	
D. PUBLIC HEARINGS	14
1. Santee School District Board of Education and California School Employees Association (CSEA) Chapter 557, Initial Proposal to Modify Articles of the Successor Collective Bargaining Agreement.	

E. CONSENT ITEMS

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

Superintendent

- 1.1. **Approval of Minutes** 17
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 23
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Approval/Ratification of Expenditure Warrants** 25
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of August 2010.
- 2.3. **Approval/Ratification of Purchase Orders** 27
It is recommended that the Board of Education approve and ratify purchase orders issued August 1, 2010 through August 31, 2010.
- 2.4. **Approval of Revolving Cash Report** 34
It is recommended that the Board of Education approve checks on the Revolving Cash Account as listed in the item.
- 2.5. **Acceptance of Donations** 36
It is recommended that the Board of Education accept donations listed in the item.
- 2.6. **Selection of Independent Auditor and Approval of Contract** 37
It is recommended that the Board of Education approve to enter into a contract with Vavrinek, Trine, Day & Co., LLP for 2010-11 to conduct the District's annual audit.

Capital Improvement Program

- 3.1. **Approval/Ratification to File Notice of Completion Documents for the Hill Creek Solar Project and Prospect Avenue Shade Structure Project** 46
It is recommended that the Board of Education ratify and approve the filing of the Notice of Completion documents for the completed projects as listed above.

Educational Services

- 4.1. **Approval of Excel Therapy Agreement for Language Speech Therapy Services** 47
It is recommended that the Board of Education approve the agreement with Excel Therapy for language speech services for the term of September 22, 2010 through June 30, 2011.
- 4.2. **Approval of 2011 Early Admittance to Kindergarten Program** 58
It is recommended that the Board of Education approve the 2011 Early Admittance to Kindergarten Program.

Human Resources/Pupil Services

- 5.1. **Personnel, Regular** 61
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.

F. DISCUSSION AND/OR ACTION ITEMS

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. **Maintenance and Operations Summer Projects Report** 67
This is an informational item on projects accomplished during the summer by the Maintenance and Operations Department. Action is at the discretion of the Board.
- 1.2. **Approval of Agreement with the Fiscal Crisis Management Assistance Team (FCMAT) to Conduct a Study of Transportation Routes** 68
It is recommended that the Board of Education approve the agreement with FCMAT to conduct a study of transportation routes to quantify potential savings and make recommendations for the optimal configuration of schedules and routes.

Educational Services

- 2.1. **Approval of Agreement with Flu Busters to Provide Flu Vaccinations for the Santee School District Community** 74
It is recommended that the Board of Education approve of the Agreement with Flu Busters to provide flu vaccinations for the Santee School District community.

G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS 79

H. CLOSED SESSION 80

1. **Conference with Labor Negotiator (Govt. Code § 54956.8)**
Purpose: Negotiations
Agency Negotiator: Karl Christensen, Asst. Superintendent
Employee Organizations: Santee Teachers Association
Classified School Employees Association

I. RECONVENE TO PUBLIC SESSION 80

J. ADJOURNMENT 80

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 October 5, 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 September 21, 2010 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Dr. Patrick Shaw
September 21, 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. Schedule of Upcoming Events

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT
2010-11
CUMULATIVE THROUGH SEPTEMBER 10, 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		10641 Prospect Avenue (DCXcavation, Inc.)	07/12/10	983	\$285.07	PA
	X	1058-1287 Calle R. Tuttle (McMillin)	07/22/10	15,341	\$53,079.86	PD
	X	8498 Mesa Heights Road (Miller)	07/09/10	1,026	\$3,549.96	CFH
	X	Morning View- Phase I (McMillin) Add'l Sq. Footage	09/02/10	210	\$726.60	PD
TOTAL PAGE 1					\$57,641.49	
TOTAL COLLECTED AS OF SEPTEMBER 10, 2009					\$3,428.17	

*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 - September 21, 2010						
Group	Location	Date	Days	Time	Attendance	Fees Applied
Carlton Oaks Momentum Tutoring	Classroom	10/18/10 - 5/26/11	Mon - Thurs	2:30 pm - 4:00 pm	20 - 40	
Chet F. Harritt Sonshine Haven (Higher Ground Club)	Classroom	9/13/10 - 6/13/11	Monday	2:45 pm - 4:15 pm	50	
Hill Creek Girl Scouts of America CSEA (Executive Board Meeting) Santee Santas County of San Diego Registrar of Voter	Classroom Portable 4 Multi-Purpose Room Multi-Purpose Room	9/9/10 - 6/16/10 10/6/10 - 12/2/10 10/23/10 11/2/10	Thursday Wed & Thurs Saturday Tuesday	9/9/10 - 6/16/11 4:30 pm - 6:00 pm 10:00 am - 12:00 pm 5:30 am - 10:00 pm	5 - 6 12 varies	\$50.00
Pepper Drive Sonshine Club	Classroom	9/20/10 - 6/13/11	Monday	2:35 pm - 3:45 pm	20	
PRIDE Academy (Prospect Avenue) PRIDE PTA Girl Scouts County of San Diego Registrar of Voter	Lunch Tables/Kitchen Classroom Multi-Purpose Room	6/11/10 9/16/10 - 6/14/11 11/2/10	Friday Thursday Tuesday	6:00 pm - 8:00 pm 4:00 pm - 5:30 pm 5:30 am - 10:00 pm	70 8 - 10 varies	\$20.00 Kitchen Fee \$50.00
Rio Seco Girl Scouts Troop 6017 Boy Scouts of America Girl Scouts (Troop Meeting 6093) Girl Scouts (Troop Meeting 6091) County of San Diego Registrar of Voter County of San Diego Registrar of Voter	Multi-Purpose Room Multi-Purpose Room Multi-Purpose Room Multi-Purpose Room Parking Lot Multi-Purpose Room	9/10/10 - 6/3/11 9/14/10 - 6/7/11 9/20/10 - 6/6/11 10/6/10 - 6/1/11 11/2/10 11/2/10	Friday Tuesday Monday Wednesday Tuesday Tuesday	6:00 pm - 7:30 pm 6:00 pm - 8:00 pm 4:45 pm - 8:00 pm 5:45 pm - 7:30 pm 7:00 pm - 11:00 pm 5:30 am - 10:00 pm	20 30 - 40 15 15 60 varies	\$50.00

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

**Santee School District
ENROLLMENT REPORT
9/10/2010
Month 1 Week 1**

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	09/10/10 Total Reg	09/11/09 Total Reg	# Diff	% Diff	09/10/10 SDC	09/11/09 SDC	# Diff SDC	% Diff SDC	Prior Week		
																		09/10/10 Total All	Total All	Total Diff
Cajon Park	99	108	105	110	114	106	107	106	133	988	963	25	2.6%	63	34	29	85.3%	1051	1051	
Carlton Hills	43	43	34	43	45	41	60	86	96	491	506	-15	-3.0%	19	36	-17	-47.2%	510	510	
Carlton Oaks	86	85	79	65	94	99	102	124	99	833	810	23	2.8%	54	42	12	28.6%	887	887	
Chet F. Harritt	76	56	89	55	54	54	56	66	70	576	597	-21	-3.5%	9	11	-2	-18.2%	585	585	
Hill Creek	95	88	88	89	82	89	87	76	68	762	750	12	1.6%	17	21	-4	-19.0%	779	779	
Pepper Drive	88	77	77	71	70	75	82	91	83	714	713	1	0.1%	10	9	1	11.1%	724	724	
Prospect	52	64	51	58	47	54	58	60	39	483	493	-10	-2.0%	0	16	-16	-100.0%	483	483	
Rio Seco	89	112	109	95	112	96	117	96	84	910	879	31	3.5%	38	22	16	72.7%	948	948	
Sycamore Canyon	61	48	48	51	33	44	41	0	0	326	301	25	8.3%	0	25	-25	-100.0%	326	326	
SUBTOTAL	689	681	680	637	651	658	710	705	672	6083	6012	71	1.2%	210	216	-6	-2.8%	6293	0	6293
Alternative School	2	5	4	2	4	5	8	3	3	36	31	5	16.1%					36	36	
Success Academy								1	1	2	4	-2	-50.0%					2	2	
NPS										0	0			2	3	-1	-33.3%	2	2	
EAK										0	0							0	0	
SUBTOTAL	2	5	4	2	4	5	8	4	4	38	35	3	8.6%					40	0	40
TOTAL	691	686	684	639	655	663	718	709	676	6121	6,047	74	1.2%					6333	0	6333

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

	PK	
Cajon Park	1	1052
Chet F Harritt	1	780
Sycamore Canyon	33	359
Total PK	35	

Total Enrollment Including PK
6368

Schedule of Upcoming Events

<i>Date</i>	<i>Event</i>
October 5	Board Meeting 7:00 p.m.
October 16	Salute to Teachers 5:00-9:00 p.m.
October 19	Board Meeting 7:00 p.m.
October 26	CIP Budget Workshop (Tentative Date) 6:00 p.m.
October 29	Chamber Awards Night 6:00-9:30 p.m.
November 2	6:00 p.m.- Principals Meet with Board 7:00 p.m. - Board Meeting
November 16	6:00 p.m. - Student Representative Forum with Board 7:00 p.m. - Board Meeting
December 6-10	Parent/Teacher Conferences - Modified Days
December 7	Board Meeting 7:00 p.m.
December 20-31	Winter Break- Schools Closed
December 21	No Board Meeting Scheduled
January 4	Board Meeting 7:00 p.m.
January 18	Board Meeting 7:00 p.m.
January 25	Board Budget Workshop 6:00 p.m.

Dates and Times of Back to School Nights are available on the District Website Calendar.

Reports and Presentations Item B.2.

Superintendent's 2010
State of the District Address

Prepared by Dr. Pat Shaw
September 21, 2010

This evening, Dr. Pat Shaw, Superintendent of Santee School District, will present the 2010 State of the District Address.

Agenda Item B.2.

Reports and Presentations Item B.3. Academic Performance Index (API) and Academic Yearly Progress (AYP) Scores for 2010

Prepared by Kristin Baranski
September 21, 2010

BACKGROUND:

At the August 17, 2010 Board meeting, student STAR scores were presented by grade level and content area. This evening, administration is presenting the Academic Performance Index (API) and Academic Yearly Progress (AYP) data published on the California Department of Education website September 13, 2010. This data is posted for public viewing on the following website: <http://www.cde.ca.gov/ta/ac/ar/index.asp>.

Agenda Item B.3.

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.

PUBLIC HEARINGS Item D

Public Hearings Item D1. Santee School District Board of Education and California School Employees Association (CSEA) Chapter 557, Initial Proposal to Modify Articles of the Successor Collective Bargaining Agreement

Prepared by Minnie Malin
September 21, 2010

Copies of the Board of Education proposal have been posted for the public to read at the Santee Public Library, Santee Chamber of Commerce, Santee City Hall, District Education Center and all school site offices.

Section 3547 of the Government Code requires that the District hold a public hearing in matters of employee organization negotiation proposals. The public hearing on the proposal has been scheduled for tonight.

CONSENT ITEMS Item E.

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 E.1.1. Approval of Minutes
Prepared by Dr. Patrick Shaw
September 21, 2010

BACKGROUND:

Presented for Board approval –

- September 7, 2010, regular meeting minutes

RECOMMENDATION:

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

Motion:

Second:

Vote:

Item E.1.1.

SANTEE SCHOOL DISTRICT
REGULAR MEETING
OF THE BOARD OF EDUCATION

MINUTES
September 7, 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 7:11 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/Pupil Services
Kristin Baranski, Director, Educational Services
Linda Vail, Executive Assistant and Recording Secretary
2. President Burns invited Katy Vick, a newly tenured teacher at Cajon Park School, to lead the members, staff and audience in the Pledge of Allegiance.
3. Approval of Agenda
It was moved and seconded to approve the agenda.
Motion: Ryan Second: Bartholomew Vote: 5-0

President Burns introduced the candidates for Board seat #5, Gabriel Pin, and Ken Fox and Barbara Ryan and himself who uncontested Board seat candidates.

B. REPORTS AND PRESENTATIONS

1. **Superintendent's Report**
 - 1.1. Developer Fees Collection Report
 - 1.2. Schedule of Upcoming Events
 - 1.3. Schedule of Back-To-School Nights
 - 1.4. Proposed Calendar of Annual Meeting and Events

Dr. Shaw reported that this was the first day of school for students. The schools and staff were ready to welcome students back and all went smoothly.

Dr. Shaw brought to Board's attention the schedule of dates for upcoming events, schools' Back-to-School nights, and proposed dates for annual meetings and events. He requested Board members confirm the proposed dates by the next Board meeting so dates can be changed if needed. Mr. Burns asked Board members to check the proposed dates and confirm their availability with Linda.

2. Spotlight: City Fest-Pathways Community Church

Dr. Shaw shared that on August 21st, under the organization of Mike Gilson and Jeff Atkins, more than 500 volunteers targeted Santee elementary schools working together for the good of the children of the community.

Dr. Shaw thanked all of the community members who participated for their hard work on a very hot day. He introduced Mike Gilson and Jeff Atkins from Pathways Church who organized the City Fest day. They shared a video of the volunteers.

Member Bartholomew thanked Mr. Gilson and Mr. Atkins. Mr. Bartholomew said the volunteers included a diverse group of volunteers, young and old, and also high school football team members. He thanked the community for coming together to do something positive for our schools.

Member Carlisle thanked District administration for making this work. He thanked Pathways and the City Fest organizers. Member El-Hajj said their efforts were greatly appreciated and it is a great example of "character in action." She asked if the video could be used in our schools to show kids.

President Burns presented Mr. Gilson and Mr. Atkins with a certificate of appreciation.

3. Report on Cloud Computing Implementation

Kristin Baranski and Laura Spencer provided the Board with an update on the implementation of Cloud computing for grade 3-8 students. Administration is seeking another name for the "Cloud" which is an Internet locker where students can hold data and documents that can be accessed at school and away from school via the Internet without having data transfer equipment. The updated Acceptable Use Policy was sent home with students. The letter explained the Cloud and how it is used, as well as the Internet filter in place at school and that the filter is not in effect at children's' homes. A message and more information have also been posted on the homepage of the District website. Cloud demonstrations have been scheduled at the school sites. Parent meetings would also take place before students receive access to the Cloud.

Cloud demonstrations and trainings have been provided to teachers over the summer. Project SAFE is actively using the Cloud. A desktop icon and nutrition link has been placed on the Cloud for students to have game opportunities relating to nutrition. There are also links for textbook resources and a Web 2.0 tool for photo editing.

The goal is to have 4,500 users in the next 3 years, in grades 3-8; not just active users, but students using the Cloud to enhance their educational experience.

4. Presentation of the Board of Education and California School Employees Association (CSEA), Chapter 557, Initial Proposal to Modify Articles of the Successor Collective Bargaining Agreement

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. Compliance of Education Code Section 60119: K-12 Textbook and Instructional Materials Funding Realignment Program (IMFRP)

President Burns opened the public hearing for the Compliance of Education Code Section 60119: K-12 Textbook and Instructional Materials Funding Realignment Program (IMFRP). There were no public comments and the hearing was closed.

E. CONSENT ITEMS

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

1.1. Approval of Minutes

2.1. Approval/Ratification of Travel Requests

2.2. Approval/Ratification of Revolving Cash Report

2.3. Acceptance of Donations

2.4. Consultants and General Service Providers

2.5. Adoption of Resolution #1011-04 to Certify 2009-10 Gann Limit Appropriations Recalculation and an Estimated Limit for 2010-11.

3.1. Approval of Landscape Design for Cajon Park Fields

3.2. Acceptance of Chargers School Grant and Approval of Carlton Oaks Play Structure

4.1. Certification and Adoption of Resolution of Sufficiency of Instructional Materials 2010-11

- 4.2. **Approval of Memorandum of Understanding with YMCA for After-School Swim Program**
- 5.1. **Personnel, Regular**
- 5.2. *Pulled for separate consideration.*
- 5.3. **Approval to Accept Tobacco-Use Prevention Education (TUPE) Proposal for Sixth, Seventh and Eighth Grade Students**

It was moved and seconded to approve Consent Items, with the exception of item E.5.2., which was pulled for separate consideration.

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

5.2. Granting Tenure to Eligible Certificated Employees (Pulled by President Burns for separate consideration.)

President Burns and Member Ryan disclosed they had relatives among the teachers to be granted tenure in this item. They would not abstain from voting as there is no conflict of interest. Mrs. Malin read the list of teachers who were eligible for tenure following their first day of work this school year.

Member Ryan moved to approve item E.5.2., granting tenure to the following teachers:

Michelle Corderman	Shelli Magneta
Autumn Freund	Alicen Ostash
Jaimie Jones	Anne Lise Ryan
Jaimie Knudson	Kathleen Vick

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

F. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Administration Recommendation for Administrative Intern Transition Support at Cajon Park School

Dr. Shaw shared that he was bringing this proposal to the Board as part of a continuing process of maintaining quality of educational program, reducing the District budget deficit and adjusting to all of the funding issues that are impacting the District. Dr. Shaw recommended the Board approve a 2/5 FTE Administrative Intern position for Cajon Park School. This Administrative Intern position would be a transition position for the 2010-11 school year to assist in the adjustment in the implementation of the special education reorganization plan for all schools and departments. Dr. Shaw wants to be certain that site administration can support the reorganization plan at all schools. Cajon Park School has the largest enrollment in the District. The position would assist in IEP meetings, student mainstreaming, monitoring Response to Intervention goals, and providing direct services to students to enhance academic growth. This support is needed as the NCLB accountability issues continue to increase.

Providing a 2/5 FTE Administrative Intern at Cajon Park will a cost \$22,094, of which \$8,600 would come from the unrestricted general fund. This still achieves an overall savings of \$37,750 by not replacing the vacant vice principals positions this year. The remainder of the cost for a 2/5 FTE Administrative Intern would be paid from Special Education Stimulus Funds (\$12,500) and Cajon Park School (\$1,000).

President Burns said the Board appreciates Dr. Shaw's research for savings versus program needs at the sites. Member Ryan said she appreciated Dr. Shaw's very thorough report. Member El-Hajj believed it was a great idea. She asked if there is a better choice for a title for Administrative Interns, as students may not understand the authority they hold. Dr. Shaw said Administration reviewed a number of titles and selected the one that seemed to work best for the certificated position. One school refers to their Administrative Intern internally as the Dean of Students.

Member Bartholomew said he would vote no on this item. While he understands the benefit, he also thinks about the valuable programmatic and personnel cuts that have been made. He knows it is not going to get easier and more reductions will be coming. He cannot justify adding a partial FTE to another site with the uncertainty of what is in the future.

Member El-Hajj moved to approve the addition of a 2/5 FTE Administrative Intern support at Cajon Park School for 2010-11.

Motion: *El-Hajj* **Second:** *Ryan* **Vote:** *3-2 (Carlisle, Bartholomew, no)*

1.2. Demographic Survey of Santee

Dr. Shaw reported that in May the Board directed Administration to initiate a study of its election system to determine if any changes are required to comply with the California Voting Rights Act. Dr. Shaw presented the findings of this study. The information demonstrates that minority populations are distributed throughout the City with no minority population cluster in any given area of the City.

Member Ryan said it was important that the Board look at the ethnic demographics of the District to determine if there are minority clusters within the City. The County will be doing a new report following the completions of the 2010 census. No action was taken.

2.1. Approval of 2009-10 Unaudited Actuals Report

Karl Christensen presented the final budgetary results of the 2009-10 school year and the revised multi-year projections. The report provides a summary of income and expenses for all funds in the District. The unrestricted general fund ending balance is higher than projected. There is an unexpected small positive fund balance in Child Nutrition because of an increase in revenue from new programs and additional allocations from the Federal government. These funds will be available to help with cash flow. The building fund shows a \$7.6 M negative ending fund balance as a result of accounting requirements to list the Bond anticipation notes as a current liability.

Mr. Christensen shared a comparison of projected general fund revenue with the actual revenue. Employee benefits costs were less than budgeted and the STRS retirement incentive was over budgeted. There was a \$300,000 in district supplies carry-over from school site funds. There is a contribution reduction of \$720,000 from the estimated actuals by maximizing the use of the AARA Special Education Stimulus funds. The goal is to try to use as much of the AARA funds as possible toward normally incurred special education expenditures. We have met the maintenance of effort and reduced the base for special education which will be good going into future years.

Mr. Christensen presented the multi-year projection through 2012-13. He said it is very difficult to project without a State budget in place; therefore, it is based on the May Revise and may change when a State budget is approved. The multi-year projection looks at the budget and also at cash flow. The District will end the year with a 17.8 % reserve. It will be necessary to use the funds from fund 17 to pay our bills. In 2011-12 the District will end with an 18% reserve but cash needs will be at 20% to pay the bills. The District will need to borrow about \$4 M of additional cash in 2011-12.

There is some potential on the horizon with the Federal Jobs bill and special abilities adjustments. It is unknown how much of these benefits may be negated by additional State reductions. Dr. Shaw mentioned that the cash flow problems stem from the State deferrals; otherwise there would be no cash flow problems.

Member Carlisle moved to approve the 2009-10 Unaudited Actuals Report and the required State forms.

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

F. BOARD POLICIES AND BYLAWS

1.1. Second Reading: Revised Board Policy 5030, Wellness

Revised Board Policy 5030 was presented to the Board of Education for a second reading. Member Ryan moved to approve revised BP 5030.

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

G. BOARD COMMUNICATION

President Burns asked Board members to check their calendars for the proposed events and meetings. Board members will check and respond to Linda with their availability.

Dr. Shaw reported Salute to Teachers will be held on October 16th and asked which Board members would like to attend.

President Burns reported the solar project ribbon cutting at Hill Creek was awesome. Students attended and it was held under the new structures. Unfortunately, it was an overcast day and the sun was not out yet. Channel 6 news covered the ribbon cutting and interviewed Mr. Christensen. Member Ryan said the structures were not unattractive, as she feared they would be.

President Burns said opening day at the schools was great. Staff was very well organized. Board members shared their family experiences and the excitement of the first day of school.

A parent expressed concerned about class rosters posted in public. Member Ryan said knowing ahead of time who his teacher was made her grandson feel better about going to school on the first day. Dr. Shaw said he had this conversation with a principal last week. He has begun thinking about alternatives and will investigate it further. He will collaborate with the Technology staff for ideas about how this information could be accessible for parents but not the public. President Burns said it is worth looking at any different way that might work because there is a lot of anxiety for some.

Member Ryan visited Carlton Oaks and said it was sad to look in the classroom and see the increase in class size.

Member Carlisle congratulated Administration for the completion of the solar project and the successful start of a new school year. He also thanked Administration for their willingness to work with Pathways to allow volunteers to come in and work at our schools. Member Bartholomew said the more community members do for the schools the more they feel connected. He said some of the volunteers are considering returning over spring break to complete some of the projects.

Member Bartholomew asked about publications being behind in their completion of orders and asked if teachers were able to order duplicating over the summer. Dr. Shaw reported some principals held duplicating orders because of site budget concerns and assignment shifts and now they are all coming in at the same time. Mr. Yeo is adjusting staff shifts to optimize the time machines can be in production. Dr. Shaw will check the status and notify principals.

H. **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: Karl Christensen, Asst. Superintendent
Employee Organizations: Santee Teachers Association
Classified School Employees Association

The Board entered closed session 8:41 p.m.

I. **RECONVENE TO PUBLIC SESSION**

The Board reconvened to public session at 9:20 p.m. No action was reported.

J. **ADJOURNMENT**

The September 7, 2010 regular meeting adjourned at 9:20 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 for Board of Education approval **prior** to the travel date.

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated travel expenses are \$580, 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 E.2.1.
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Board Travel Report - September 21, 2010

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Wed-Fri, 10/27/10 - 10/29/10	Hope Michel	Special Ed	Critical Issues Conference	Palm Springs	\$0	\$401	AARA	This conference will focus on current legal trends and court decisions related to Special Education issues to ensure program compliance.
Fri-Sat, 10/29/10 - 10/30/10	Mary Shirley	Hill Creek	California Association of School Counselors	Montebello	\$0	\$179	Student Teacher Funds	This conference will focus on counseling strategies.
NONE								

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 August 2010:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-806567 TO 12-814966	\$509,365.40
09 00	N/A	\$0.00
12 06	12-812339	\$249.60
13 00	12-806577 TO 12-814319	\$49,735.76
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39 / 21 08	N/A	\$0.00
25 18	12-806916 TO 12-814967	\$5,996.55
25 38	N/A	\$0.00
40 00	12-808919 TO 12-814968	\$1,252,448.40
63 00	12-806587 TO 12-8149970	\$21,283.95
		\$1,839,079.66

There were no Student Body Warrants issued for the period of August 2010:

\$0.00

Payroll Warrant #'s beginning 10-233602 through 10-233952 and 10-902051 through 10-902098 and 10-906089 and 10-906232:

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$1,460,647.88
06 00	\$434,515.44
12 06	\$7,097.27
13 00	\$32,610.35
25-18	\$0.00
63 00	\$191,887.07
\$2,126,758.01	

RECOMMENDATION:

Administration recommends that the Board approve the expenditure warrants for the month of August 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 \$3,965,837.67 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

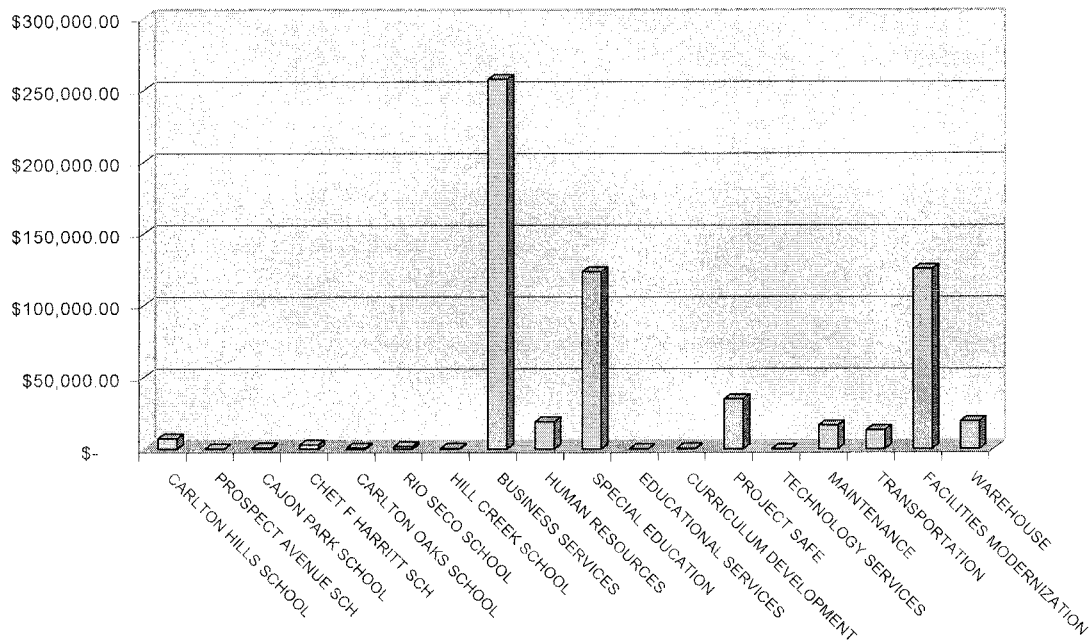
This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.2.2.
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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 August 2010, there were no payments to vendors that increased the amount of any purchase order by 10% or more.

**PURCHASE ORDER REPORT
 AUGUST 2010**



- The Business Services purchase orders include payments for various professional services needed for District operations such as equipment maintenance agreements, and specialized consulting as well as retirement incentives.
- The Special Education purchase orders include payments for annual agreements for specialized consulting services.
- The Facilities Modernization purchase orders include payments relating to the Shade Structure Project at PRIDE Academy.

RECOMMENDATION:

Administration recommends approval of purchase orders #100233 through #100358 issued August 1, 2010 through August 31, 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 \$624,886.91 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 E.2.3.
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LOCATION LIST 2010-11

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

M = Monthly Blanket
 A = Annual Blanket
 L = Lottery

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

PURCHASE ORDER BOARD REPORT - AUGUST 2010
 REPORT BY SITE

PO NBF	DATE	FUND	VENDOR	DESCRIPTION	AMOUNT	LOC	LOCATION
100302	8/20/2010	6	DELL MARKETING L.P.	LASER PRINTERS	\$ 584.73	003	CARLTON HILLS SCHOOL
100301	8/20/2010	6	DELL MARKETING L.P.	COMPUTERS	\$ 1,525.62	003	CARLTON HILLS SCHOOL
100300	8/20/2010	6	DELL MARKETING L.P.	LAPTOP	\$ 4,588.52	003	CARLTON HILLS SCHOOL
100285	8/20/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 490.08	003	CARLTON HILLS SCHOOL
100280	8/18/2010	6	PC MALLGOV	SOFTWARE LICENSES - CH	\$ 291.13	003	CARLTON HILLS SCHOOL
				TOTAL	\$ 7,480.08		CARLTON HILLS SCHOOL
100335	8/30/2010	6	FINELINE GRAFIX	DECALS - PA	\$ 149.53	005	PROSPECT AVENUE SCH
				TOTAL	\$ 149.53		PROSPECT AVENUE SCH
100355	8/31/2010	3	THEATERWORKS/USA BOX OFFICE	ADMISSIONS	\$ 1,027.50	006	CAJON PARK SCHOOL
				TOTAL	\$ 1,027.50		CAJON PARK SCHOOL
100340	8/30/2010	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$ 312.40	007	CHET F HARRITT SCH
100270	8/18/2010	6	DEVELOPMENTAL STUDIES CENTER	MATERIALS - CFH	\$ 2,650.15	007	CHET F HARRITT SCH
				TOTAL	\$ 2,962.55		CHET F HARRITT SCH
100314	8/24/2010	3	CPM EDUCATIONAL PROGRAM	EDUCATIONAL MATERIALS	\$ 155.31	008	CARLTON OAKS SCHOOL
100311	8/24/2010	3	TROXELL COMMUNICATIONS INC	EQUIPMENT REPL. PARTS - CO	\$ 604.80	008	CARLTON OAKS SCHOOL
100271	8/18/2010	3	CDW GOVERNMENT INC	REPAIRS/EQUIPMENT - CO	\$ 67.49	008	CARLTON OAKS SCHOOL
				TOTAL	\$ 827.60		CARLTON OAKS SCHOOL
100350	8/30/2010	3	PC MALLGOV	SOFTWARE LICENSES	\$ 83.18	009	RIO SECO SCHOOL
100349	8/30/2010	3	DELL MARKETING L.P.	LAPTOPS	\$ 1,782.80	009	RIO SECO SCHOOL
				TOTAL	\$ 1,865.98		RIO SECO SCHOOL
100336	8/30/2010	3	TROXELL COMMUNICATIONS INC	EQUIP REPL PARTS	\$ 614.13	010	HILL CREEK SCHOOL
				TOTAL	\$ 614.13		HILL CREEK SCHOOL
100348	8/30/2010	3	KEENAN & ASSOCIATES	QTRLY CLAIMS-APR-JUNE 2010	\$ 1,362.13	064	BUSINESS SERVICES
100347	8/30/2010	3	ROEL CONSULTING SERVICES	PROFESSIONAL SVCS - SWAP	\$ 175.00	064	BUSINESS SERVICES
100346	8/30/2010	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT MAIL SVCS	\$ 121.30	064	BUSINESS SERVICES
100345	8/30/2010	3	SANTEE SCHOOL DISTRICT	P & L ADMIN FEES	\$ 3,054.68	064	BUSINESS SERVICES
100344	8/30/2010	3	AT&T TELECONFERENCE SERVICES	TELECONFERENCING SVCS	\$ 15.87	064	BUSINESS SERVICES
100343	8/30/2010	3	TM FINANCIAL FORENSICS	LEGAL FORENSICS - SWAP	\$ 700.00	064	BUSINESS SERVICES
100342	8/30/2010	3	MARKS GOLIA & FINCH, LLP	LEGAL SERVICES - SWAP	\$ 80,504.75	064	BUSINESS SERVICES
100341	8/30/2010	3	BERT L HOWE & ASSOC. INC	PROFESSIONAL SVCS - SWAP	\$ 13,249.72	064	BUSINESS SERVICES
100334	8/30/2010	6	UNIFIRST CORPORATION	UNIFORM SERVICE	\$ 1,528.62	064	BUSINESS SERVICES
100333	8/27/2010	3	CALSTRS - CENTRAL SERVICES	RETIREMENT INCENTIVE PYMTS	\$ 149,211.00	064	BUSINESS SERVICES
100287	8/20/2010	3	6 OFFICE DEPOT INC	OFFICE SUPPLIES - ERC/DO	\$ 384.62	064	BUSINESS SERVICES
100286	8/20/2010	3	OFFICEMAX CONTRACT INC	OFFICE SUPPLIES - SC	\$ 13.07	064	BUSINESS SERVICES
100279	8/18/2010	3	CANON FINANCIAL SERVICES INC	ANNUAL LEASE AGREEMT 10/11 FY	\$ 2,766.60	064	BUSINESS SERVICES
100275	8/18/2010	3	CANON BUSINESS SOLUTIONS INC	ANNUAL MAINT. AGREEMT-10/11FY	\$ 4,233.40	064	BUSINESS SERVICES
100240	8/6/2010	3	MARSH. ROBERTA	REISSUE PAYROLL WARRANT	\$ 185.18	064	BUSINESS SERVICES
100239	8/6/2010	3	SAYAGO, ANGELIE	REISSUE PAYROLL WARRANT	\$ 72.02	064	BUSINESS SERVICES
				TOTAL	\$ 257,577.96		BUSINESS SERVICES
100332	8/25/2010	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$ 285.00	065	HUMAN RESOURCES

100298	8/20/2010	13	SAVE-A-LIFE EDUCATORS INC	CPR/AED TRAINING	\$	27.00	065	HUMAN RESOURCES
100297	8/20/2010	3	SAVE-A-LIFE EDUCATORS INC	CPR/AED TRAINING	\$	216.00	065	HUMAN RESOURCES
100296	8/20/2010	3	SCSEBA	MEDICAL COBRA PYMT	\$	5,218.92	065	HUMAN RESOURCES
100295	8/20/2010	3	SCSEBA	MEDICAL COBRA PYMT	\$	864.05	065	HUMAN RESOURCES
100294	8/20/2010	3	SCSEBA	MEDICAL COBRA PYMT	\$	434.91	065	HUMAN RESOURCES
100293	8/20/2010	3	SCSEBA	MEDICAL COBRA PYMT	\$	6,007.08	065	HUMAN RESOURCES
100292	8/20/2010	3	SCSEBA	MEDICAL COBRA PYMT	\$	5,218.92	065	HUMAN RESOURCES
100291	8/20/2010	3	DELTACARE PMI	DENTAL COBRA PYMNT	\$	61.58	065	HUMAN RESOURCES
100290	8/20/2010	3	DELTACARE PMI	DENTAL COBRA PYMNT	\$	303.48	065	HUMAN RESOURCES
100289	8/20/2010	3	ROTZINGER, KURT	REIMBURSEMENT - COBRA	\$	261.90	065	HUMAN RESOURCES
					TOTAL	\$ 18,898.84		HUMAN RESOURCES
100299	8/20/2010	6	DELL MARKETING L.P.	LAPTOP	\$	917.70	067	SPECIAL EDUCATION
100281	8/18/2010	6	PC MALLGOV	SOFTWARE LICENSES	\$	41.59	067	SPECIAL EDUCATION
100273	8/18/2010	6	PROGRESSUS THERAPY, LLC	THERAPY SERVICES - 10/11 FY	\$	84,000.00	067	SPECIAL EDUCATION
100237	8/4/2010	6	CAREERSTAFF UNLIMITED INC	CONSULTING SERVICES 10-11	\$	38,400.00	067	SPECIAL EDUCATION
					TOTAL	\$ 123,359.29		SPECIAL EDUCATION
100284	8/19/2010	12	6 CANON BUSINESS SOLUTIONS INC	COPIER OVERAGES FOR 09/10	\$	249.60	069	EDUCATIONAL SERVICES
					TOTAL	\$ 249.60		EDUCATIONAL SERVICES
100274	8/18/2010	6	PRACTI-CAL INC	MEDI-CAL BILLING SERVICES	\$	163.52	070	CURRICULUM DEVELOPMENT
100272	8/18/2010	3	MCALISTER INSTITUTE	DRUG TESTING	\$	30.00	070	CURRICULUM DEVELOPMENT
100234	8/2/2010	3	AUDIOMETRICS	EQUIPMENT MAINT./REPAIRS	\$	103.00	070	CURRICULUM DEVELOPMENT
100233	8/2/2010	6	PRACTI-CAL INC	MEDI-CAL BILLING SERVICES	\$	334.36	070	CURRICULUM DEVELOPMENT
					TOTAL	\$ 630.88		CURRICULUM DEVELOPMENT
100339	8/30/2010	63	S4 MEDIA	ADVERTISING LAYOUT & DESIGN	\$	100.00	072	PROJECT SAFE
100338	8/30/2010	63	GROSSMONT UNION HIGH	SUMMER PROJ. SAFE PROGRAMS	\$	87.00	072	PROJECT SAFE
100315	8/24/2010	63	KYLE'S CARTOON PLATOON	SUMMER ACTIVITIES - PROJ. SAFE	\$	350.00	072	PROJECT SAFE
100313	8/24/2010	63	MAD SCIENCE OF SAN DIEGO	STUDENT SUMMER WORKSHOPS	\$	4,109.00	072	PROJECT SAFE
100312	8/24/2010	63	YOUNG REMBRANDTS	SUMMER ACTIVITIES - PROJ SAFE	\$	2,400.00	072	PROJECT SAFE
100288	8/20/2010	6	WILLIAMS SCOTSMAN INC	PORTABLES - PJSF PA	\$	13,485.87	072	PROJECT SAFE
100258	8/9/2010	63	JOE GANDELMAN	SUMMER SCHOOL ASSEMBLIES	\$	400.00	072	PROJECT SAFE
100238	8/5/2010	63	KNOTT'S SOAK CITY USA	SUMMER PROJ. SAFE ADMISSIONS	\$	13,807.95	072	PROJECT SAFE
					TOTAL	\$ 34,739.82		PROJECT SAFE
100303	8/20/2010	3	UNITED PARCEL SERVICE	SHIPPING CHGS FOR RETURNS	\$	13.19	073	TECHNOLOGY SERVICES
					TOTAL	\$ 13.19		TECHNOLOGY SERVICES
100310	8/24/2010	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - TRANSPORTATION	\$	11.57	075	MAINTENANCE
100309	8/24/2010	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - TRANSPORTATION	\$	89.83	075	MAINTENANCE
100308	8/24/2010	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - TRANSPORTATION	\$	1,791.15	075	MAINTENANCE
100307	8/24/2010	6	AIRE FILTER PRODUCTS CA	AIR FILTERS - PD	\$	230.07	075	MAINTENANCE
100306	8/24/2010	6	DECKER EQUIPMENT	CLASSRM SUP'S RS, CO & CP LABS	\$	499.34	075	MAINTENANCE
100305	8/24/2010	6	NEXON CORPORATION	HAZARDOUS WASTE DISPOSAL-SC	\$	1,500.00	075	MAINTENANCE
100304	8/24/2010	6	NEXON CORPORATION	HAZARDOUS WASTE DISPOSAL-PD	\$	3,950.00	075	MAINTENANCE
100269	8/17/2010	25	18 CABLE, PIPE & LEAK DETECTION,	UNDERGROUND UTILITES - PA	\$	440.00	075	MAINTENANCE
100260	8/16/2010	6	WESTERN ENVIRONMENTAL & SAFETY	HAZMAT TESTING/REMOVAL-PD	\$	1,975.00	075	MAINTENANCE
100257	8/9/2010	6	WESTERN ENVIRONMENTAL & SAFETY	HAZMAT INSPECTION - PD	\$	675.00	075	MAINTENANCE

100256	8/9/2010	3	WHOLESALE JOE THE VACUUM KING	CUSTODIAL EQUIP. PARTS/REPAIRS	\$ 364.10	075	MAINTENANCE
100255	8/9/2010	3	WHOLESALE JOE THE VACUUM KING	CUSTODIAL EQUIP-ALL SITES	\$ 3,042.29	075	MAINTENANCE
100241	8/6/2010	6	R.T. TATLOCK CONCRETE CO	ADA RAMP PER CODE - CP	\$ 2,100.00	075	MAINTENANCE
					TOTAL \$ 16,668.35		MAINTENANCE
100331	8/25/2010	6	KIRKS RADIATOR	BUS REPAIRS & MAINTENANCE	\$ 353.36	076	TRANSPORTATION
100330	8/25/2010	6	TIRE CENTERS, LLC	BUS REPAIRS & MAINTENANCE	\$ 1,945.30	076	TRANSPORTATION
100329	8/25/2010	6	A-Z BUS SALES, INC.	BUS REPAIRS & MAINTENANCE	\$ 337.58	076	TRANSPORTATION
100328	8/25/2010	6	FRAME & AXLE SERVICE OF	BUS REPAIRS & MAINTENANCE	\$ 775.86	076	TRANSPORTATION
100327	8/25/2010	6	SIMPLEXGRINNELL	FIRE EXTINGUISHER MAINTENANCE	\$ 456.63	076	TRANSPORTATION
100326	8/25/2010	6	CLEAN BEGINNINGS	SHOP SUPPLIES	\$ 271.88	076	TRANSPORTATION
100325	8/25/2010	6	BOB BAKER CHEVROLET	BUS REPAIRS & MAINTENANCE	\$ 88.24	076	TRANSPORTATION
100324	8/25/2010	6	SAN DIEGO FRICTION PRODUCTS	BUS REPAIRS & MAINTENANCE	\$ 1,082.22	076	TRANSPORTATION
100323	8/25/2010	6	KIMBALL MIDWEST	SHOP SUPPLIES	\$ 207.97	076	TRANSPORTATION
100322	8/25/2010	6	EAST COUNTY TRANSMISSIONS	BUS REPAIRS & MAINTENANCE	\$ 385.28	076	TRANSPORTATION
100321	8/25/2010	6	PECK'S HEAVY FRICTION INC	BUS REPAIRS & MAINTENANCE	\$ 2,390.22	076	TRANSPORTATION
100320	8/25/2010	6	MIRAMAR TRUCK CENTER	BUS REPAIRS & MAINTENANCE	\$ 4,036.35	076	TRANSPORTATION
100319	8/25/2010	6	MAGNOLIA TEST ONLY STATION	BUS REPAIRS & MAINTENANCE	\$ 365.00	076	TRANSPORTATION
100318	8/25/2010	6	BETTY'S UPHOLSTERY	BUS REPAIRS & MAINTENANCE	\$ 255.00	076	TRANSPORTATION
100317	8/25/2010	6	INTERSTATE BATTERY OF	BUS REPAIRS & MAINTENANCE	\$ 254.26	076	TRANSPORTATION
100316	8/25/2010	6	ROBBINS GLASS OF SAN DIEGO	BUS REPAIRS & MAINTENANCE	\$ 50.00	076	TRANSPORTATION
					TOTAL \$ 13,255.15		TRANSPORTATION
100337	8/30/2010	6	THYSSENKRUPP ELEVATOR CORP.	PERMIT COMPLIANCE SERVICES	\$ 660.00	077	FACILITIES MODERNIZATION
100283	8/19/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	A&E REIMBURSABLES-PD,CFH,HC	\$ 1,552.62	077	FACILITIES MODERNIZATION
100278	8/18/2010	25 18	NINYO & MOORE	SHADE STURCTURE TESTING-PA	\$ 3,868.00	077	FACILITIES MODERNIZATION
100277	8/18/2010	25 18	HENDRIX CALIFORNIA SCHOOL	SHADE STRUCTURE INSPECTOR-PA	\$ 3,000.00	077	FACILITIES MODERNIZATION
100276	8/18/2010	25 18	NATIONAL CARPORT IND., INC.	SHADE STRUCTURE - PA	\$ 36,390.00	077	FACILITIES MODERNIZATION
100259	8/11/2010	25 18	DEPARTMENT OF GENERAL SERVICES	DSA PLAN CHECK FEES - PA	\$ 654.73	077	FACILITIES MODERNIZATION
100252	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - SC	\$ 7,681.80	077	FACILITIES MODERNIZATION
100251	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - RS	\$ 4,671.91	077	FACILITIES MODERNIZATION
100250	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - RS	\$ 1,434.14	077	FACILITIES MODERNIZATION
100249	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - RS	\$ 7,927.99	077	FACILITIES MODERNIZATION
100248	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - CO	\$ 8,277.97	077	FACILITIES MODERNIZATION
100247	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - CH	\$ 3,678.69	077	FACILITIES MODERNIZATION
100246	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - CH	\$ 3,840.64	077	FACILITIES MODERNIZATION
100245	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - CH	\$ 9,787.79	077	FACILITIES MODERNIZATION
100244	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - CP	\$ 6,553.26	077	FACILITIES MODERNIZATION
100243	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - CP	\$ 1,275.52	077	FACILITIES MODERNIZATION
100242	8/6/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL PLANNING - CP	\$ 5,961.47	077	FACILITIES MODERNIZATION
100236	8/2/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	A&E SHADE - CO	\$ 12,000.00	077	FACILITIES MODERNIZATION
100235	8/2/2010	25 18	TRITTIPO ARCHITECTURE PLANNING	A&E SHADE - PA	\$ 6,000.00	077	FACILITIES MODERNIZATION
					TOTAL \$ 125,216.53		FACILITIES MODERNIZATION
100358	8/31/2010	3	WAXIE SANITARY SUPPLY	STORES SUPPLIES	\$ 926.55	078	WAREHOUSE
100357	8/31/2010	3	MAINTEX INC	STORES SUPPLIES	\$ 75.91	078	WAREHOUSE
100356	8/31/2010	3	K/P CORPORATION	STORES SUPPLIES	\$ 564.31	078	WAREHOUSE

100354	8/30/2010	3	ELGIN SCHOOL SUPPLY	STORES SUPPLIES	\$	287.10	078	WAREHOUSE
100353	8/30/2010	3	HENRY SCHEIN INC	STORES SUPPLIES	\$	202.28	078	WAREHOUSE
100352	8/30/2010	3	UNITED HEALTH SUPPLIES	STORES SUPPLIES	\$	289.32	078	WAREHOUSE
100351	8/30/2010	3	SPORTIME	STORES SUPPLIES	\$	474.15	078	WAREHOUSE
100282	8/18/2010	3	UNISOURCE CORPORATION	STORES SUPPLIES	\$	14,115.75	078	WAREHOUSE
100268	8/17/2010	3	SPIRAL BINDING CO INC	STORES SUPPLIES	\$	111.70	078	WAREHOUSE
100267	8/17/2010	3	SCHOOL NURSE SUPPLY INC	STORES SUPPLIES	\$	195.10	078	WAREHOUSE
100266	8/16/2010	3	MOORE MEDICAL CORP	STORES SUPPLIES	\$	658.11	078	WAREHOUSE
100265	8/16/2010	3	CAMEO PAPER & JANITORIAL	STORES SUPPLIES	\$	170.03	078	WAREHOUSE
100264	8/16/2010	3	PIONEER STATIONERS INC	STORES SUPPLIES	\$	68.51	078	WAREHOUSE
100263	8/16/2010	3	SOUTHWEST SCHOOL SUPPLY	STORES SUPPLIES	\$	624.64	078	WAREHOUSE
100262	8/16/2010	3	OFFICE DEPOT INC	STORES SUPPLIES	\$	138.66	078	WAREHOUSE
100261	8/16/2010	3	SPORT SUPPLY GROUP INC	STORES SUPPLIES	\$	208.80	078	WAREHOUSE
100254	8/9/2010	3	MOORE MEDICAL CORP	STORES SUPPLIES	\$	134.09	078	WAREHOUSE
100253	8/9/2010	3	RELIABLE PAPER INC	STORES SUPPLIES	\$	104.92	078	WAREHOUSE
					TOTAL	\$	19,349.93	WAREHOUSE

\$624,886.91

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 #22155 through #22159 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 \$1,230.68 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 E.2.4.
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SANTÉE SCHOOL DISTRICT
 REVOLVING CASH REPORT- \$15,000

Date	Number	Name	Memo	Amount
09/08/10	22155	Division of the State Architect	Lunch Shelter Replacement CO- DSA Filing Fee	\$705.68
09/10/10	22156	Von's	Lorene Foster Children's Fund	\$200.00
09/10/10	22157	Wal-Mart	Lorene Foster Children's Fund	\$150.00
09/10/10	22158	Wal-Mart	Lorene Foster Children's Fund	\$100.00
09/10/10	22159	Wal-Mart	Lorene Foster Children's Fund	\$75.00
Total Checks Written				\$1,230.68
Total to be Reimbursed				\$1,230.68

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	\$810.34	Target – Take Charge of Education (fundraiser)	Carlton Oaks School
	\$870.77		Rio Seco School
85 Plants for Landscaping Use	\$273.62	Village Nurseries – Del Mar Landscape Center	Chet F. Harritt School
TOTAL DONATIONS RECEIVED	\$1,954.73		

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 \$1,954.73.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.5.
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BACKGROUND:

At its March 4, 2008 meeting, the Board authorized contracted services from Vavrinek, Trine, Day & Co., LLP (VTD) to perform all necessary work for the 2007-08, 2008-09, and 2009-10 audit reports. The services under this 3-year contract are now completed. The firm has performed well during the last three years providing the District with a highly independent, comprehensive and unbiased evaluation of District financial operations. Specifically, VTD findings and recommendations led to significant improvements to the accounting and reporting of cash activities, improvement to student body accounting and restricted program compliance.

Under State law, the firm will rotate staff assignment to ensure the same high level of independent and objective analysis is conducted. This staff rotation meets all State law requirements to rotate staff or firms every three years.

Presented for Board approval is a contract with VTD to perform all necessary work and audit services for the 2010-11 beginning July 1, 2010.

RECOMMENDATION:

Administration recommends Board of Education approval to enter into a contract with Vavrinek, Trine, Day & Co., LLP in the amount of \$21,500 for 2010-11 to conduct the District's annual audit beginning July 1, 2010.

FISCAL IMPACT:

This fiscal impact will be in the amount of \$21,500 to conduct the District's annual audit beginning July 1, 2010.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.6.
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CONTRACT FOR AUDITING

This agreement made and entered into this 10th day of July 2010, between the Governing Board of the Santee School District, of San Diego County, State of California, hereafter referred to as "District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the year ended June 30, 2011. We will audit the financial statements of the District, as of and for the one-year period beginning July 1, 2010 and ending June 30, 2011. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to accompany the District's basic financial statements. As part of our engagement, we will apply certain limited procedures to District's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules

Supplementary information other than RSI, also accompanies District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of Expenditures of Federal Awards.
2. Schedules required by current *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by the Education Audit Appeals Panel.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Combining Statements - Non-Major Governmental Funds

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the governing board, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies* the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

MANAGEMENT RESPONSIBILITIES

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities (if applicable), the aggregate discretely presented component units (if applicable), each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are responsible for management decisions and functions. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. In accordance with Government Auditing Standards, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during the interim phase of our audit.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

AUDIT PROCEDURES - INTERNAL CONTROLS

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, Government Auditing Standards, and OMB Circular A-133.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of the auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

AUDIT FEES

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$21,500 for the year ended June 30, 2011, for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the District during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10% withheld amount pursuant to Education code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner/Principal	\$ 190
School Services Consultant	150
Manager	150
Supervisor	130
Senior in Charge	110
Staff Accountant	90
Paraprofessional	60

In addition to such payment for personal services, Auditors shall be reimbursed for such travel as may be necessary, with mileage computed at the approved Internal Revenue Service rate per mile.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of Circular A-133, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen (15) bound copies and CD Rom of the audit report shall be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount will be billed at \$15.00 each.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2008, accompanies this letter.

We appreciate the opportunity to be of service to Santee School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This contract will continue in effect until cancelled by either party.

WORKERS' COMPENSATION

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

NON LICENSEE OWNERS

VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It may be anticipated that the non licensee owners will be performing limited audit services for the agency.

GOVERNING BOARD OF
SANTEE SCHOOL DISTRICT

VAVRINEK, TRINE, DAY & CO., LLP

By _____
District

By  _____
Auditor

Federal Identification Number: 95-6002872

Consent Item E.3.1.
Prepared by Karl Christensen
September 21, 2010

Approval/Ratification to File Notice of Completion
Documents for the Hill Creek Solar Project and the
Prospect Avenue Shade Structure Project

BACKGROUND:

Notice of Completion documents were filed with the County Recorder for the following projects listed below:

PROJECT	CONTRACT AMOUNT	CONTRACTOR
Hill Creek School Solar Project	\$2,073,036	Barnhart, Inc.
Shade Structure Project at PRIDE Academy at Prospect Avenue School	\$39,093	National Carport Industries, Inc.

RECOMMENDATION:

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

This item supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of the contracts listed above total \$2,112,129.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.1.
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Consent Item E.4.1. Approval of Excel Therapy Agreement for Language Speech
Therapy Services

Prepared by Kristin Baranski
September 21, 2010

BACKGROUND:

As part of a student’s Individual Education Program (IEP), language speech therapy services are necessary in order for some special education students to demonstrate educational progress.

There is currently a Santee School District posting for the Language Speech and Hearing Specialist position, however, in the interim we must provide this service. Until a permanent employee is hired, Excel Therapy is able to provide the support needed.

RECOMMENDATION:

Administration recommends that the Board of Education approve the agreement with Excel Therapy for language speech services for the term of September 22, 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, language speech therapy services will be at the rate of \$70.00 per hour, 16.25 hours a week. Should we be unable to find a permanent employee, the total cost for 2010-2011 will be \$38,675.00.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.1.



SUPPLEMENTAL STAFFING AGREEMENT

CLIENT:

Santee School District
("CLIENT")
Address: Physical Address: Mailing Address:
9625 Guyamaca St.
Santee, CA 92071 same

COMPANY:

Excel Staffing Services Inc.,
DBA Excel Therapy Services,
a California Company
("COMPANY")
Address: Physical Address: Mailing Address:
500 W. Harbor Drive, #424 8880 Rio San Diego Dr. 8th
San Diego, CA 92101 floor, #803 San Diego, CA
92108
Attn: Faye M. Vieyra / R. Attn: Faye M. Vieyra / R.
Carlos Vieyra Carlos Vieyra

Service Agreement Date: 9/22/2010-6/30/2010

THIS SUPPLEMENTAL STAFFING AGREEMENT ("Agreement") is entered into by and between the above-named COMPANY and CLIENT as of the Agreement date set forth above.

WHEREAS, COMPANY has the ability to provide the services of qualified, experienced, professionally licensed and competent Speech-Language Pathologists through its Employees or Independent Contractors ("Employee") and has the ability to provide the services to various health care provider entities and schools districts such as the CLIENT;

WHEREAS, CLIENT requires the services provided by COMPANY; and

WHEREAS, THE PARTIES, intending to be legally bound, agree as follows:

COMPANY SERVICES

Provision of Services. COMPANY shall provide speech therapy services at the address the CLIENT set, upon the request of the CLIENT. COMPANY shall be responsible for screening all its Employees to ensure suitability and eligibility to perform the assignments requested by the CLIENT. Applicable eligibility documentation shall be provided to the CLIENT upon request.

Documentation. COMPANY shall keep and maintain records of all Services rendered as required by federal, state and local laws and regulations and applicable third party payors. CLIENT shall be solely responsible for obtaining any and all consents, releases, and approvals that are required by applicable law or otherwise for the provision of Services, including, without limitation, consents from any applicable payor, the patient, the patient's responsible party or other party.

Qualifications. The COMPANY's assigned employee shall be currently licensed or certified by the State of California and/or the appropriate authority for the assignment requested. COMPANY's Employee shall carry all appropriate documentation including a copy of their valid and unrestricted license or certification. COMPANY shall provide current copies of his professional licensure, annual health screening, and proficiency skills checklists. In addition, COMPANY's Employee shall have knowledge of HIPAA compliance and shall not disclose patient protected health information except as may be required by law. COMPANY shall be responsible for normal obligations of an independent contractor, including but not limited to fulfilling his obligations of federal and state taxes, fulfilling obligations to Social Security, and all other government mandated programs.

Approvals. CLIENT shall designate an individual to whom COMPANY's Employee shall report and upon whose authority COMPANY's Employee shall be entitled to rely for directions and approvals in connection with this Agreement.

Operations and Notice of Adverse Events. COMPANY shall maintain in good standing all federal, state and local licenses and certifications required to operate and provide Services to its clients.

CLIENT RESPONSIBILITIES

Resident Authorization. CLIENT shall consider COMPANY's Employees evaluation and recommendations in its care planning process, subject to the medical orders and recommendations of the patient's physicians. CLIENT shall determine patient eligibility for Services and obtain all authorizations necessary to submit claims for reimbursement on behalf of patients. CLIENT may authorize COMPANY's Employee to assist it in obtaining such authorizations, including, but not limited to, obtaining physician orders and therapeutic informed consent from the patients and/or their responsible parties.

Notice of Adverse Actions. CLIENT and COMPANY shall each, within ten (10) business days after receipt thereof, deliver to the other complete copies of any legal, administrative or governmental surveys,

investigations, reviews, or proceedings initiated against CLIENT or COMPANY with respect to Services provided by COMPANY.

TERM AND TERMINATION

Term. The initial term of this Agreement shall be for a period of one (1) school year and shall commence in full force and effect from the date first set forth above in this Agreement. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement at any time, with or without cause, effective upon delivery to the other party of at least thirty (30) days prior written notice of termination. Additionally, this Agreement may be terminated as follows:

Any party may terminate this Agreement immediately if the other party (a) makes an assignment for the benefit of creditors or is the subject of a bankruptcy or other proceeding under state or federal law, (b) liquidates or appoints a receiver with respect to its assets, (c) breaches any of its representations and warranties made in connection with this Agreement, (d) is excluded from participation in any health care program, including, but not limited to, the Medicare and Medicaid programs (e) is convicted of a felony, or (f) upon termination or suspension of the other's certification, license, or other approval necessary to operate or render Services.

Except as otherwise set forth herein, with respect to any other material breach of this Agreement, the non-breaching party may terminate this Agreement upon prior written notice to the breaching party if the breach is not cured within thirty (15) days following delivery of such notice. The notice shall specify, in reasonable detail, the acts or omissions constituting the breach. Notwithstanding anything to the contrary herein, in the event any breach might (a) place the health, safety or welfare of any of COMPANY's employees or CLIENT's patients in jeopardy, or (b) constitute a violation of applicable law or regulations, the requirements of any governmental agency having jurisdiction of the COMPANY or COMPANY's Employees, its patients, CLIENTS or operations, or the reasonable requirements of any third-party payor; then the breaching party shall cure the breach immediately, and the non-breaching party may: (i) immediately terminate this Agreement unless the breaching party shall cure the breach immediately, and/ or (ii) the non-breaching party may pursue such additional rights or remedies as may be provided at law, in equity or under this Agreement.

COMPENSATION, FEE SCHEDULES, AND REIMBURSEMENT

Compensation. CLIENT shall pay COMPANY for Services rendered in accordance with the Contractor Fee Schedule which is attached hereto as Exhibit "A" and incorporated herein by reference. Itemized invoices shall be forwarded to the CLIENT on the 1st of the every month for services performed between the 16th and the last day of the previous month, and on the 16th of every month for services performed between the 1st and the 15th of that month, along with a copy of the applicable time card(s).

Payment. Except as otherwise provided in this Agreement or the Contractor Fee Schedule, CLIENT shall pay, after receiving COMPANY's invoice, within twenty (20) days of COMPANY's invoice date for

services. In the event CLIENT should dispute any amount on COMPANY's bill, CLIENT agrees to pay all undisputed amounts within the twenty (20) days receipt of COMPANY's invoice for services. CLIENT agrees that it is solely responsible for all amounts due to COMPANY under this Agreement without regard to any claim or further billing. If CLIENT fails to make payment for any undisputed Services within thirty (30) days of Contractor's invoice for services, interest of 5% monthly shall be assessed on accounts that are past due. Remittance of invoices shall be fax to CLIENT or sent to its address.

Overtime. CLIENT shall not be responsible for payment of any overtime work performed by COMPANY's Employees unless CLIENT provides prior consent. Only upon prior consent shall overtime be charged to CLIENT at 1.5 times the bill rate to be paid to Employees only for such increase in pay rate if Employees works more than forty (40) hours in a work week (work week is defined as Monday through Sunday). Any changes in law will be immediately applicable.

Special Requirements. Any special requirements of CLIENT shall be communicated to COMPANY at the time of CLIENT's request for services. This shall include but not be limited to any special techniques, equipment, or other requirements for patient care and COMPANY's employees shall have access to any manuals or guidelines necessary for the operation of said equipment.

Documentation. CLIENT shall keep all documents related to services rendered by COMPANY. COMPANY shall not be responsible for any errors or omissions in documentation or information for Services provided to any third party payor unless such errors or omissions resulted in whole or in part from COMPANY's Employee failure to prepare, maintain and deliver to CLIENT timely and accurate documentation of Services in accordance with its obligations under this Agreement.

INSURANCE

COMPANY's Employees shall maintain professional liability insurance coverage at coverage levels required by applicable law, but in no event less than One Million Dollars (\$1,000,000) per claim or occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year. Further, COMPANY shall maintain employer's liability coverage to cover all of COMPANY's employees in such amounts as may be required by law. In the event such coverage is through a "claims made" policy and is either cancelled, replaced or non-renewed, Contractor shall obtain and maintain extended coverage ("tail") insurance covering occurrence during the effective period of this Agreement.

CONFIDENTIAL INFORMATION AND RECORDS

Confidential Information. Each party shall preserve the confidentiality of all confidential and/or proprietary information disclosed to the other party in connection with this Agreement, including, without limitation, nonpublic financial information, manuals, protocols, policies, procedures, marketing, and strategic information, COMPANY lists, computer software, training materials, Resident health information, Resident records, and Resident care and outcomes data ("Confidential Information") as required by law. No party shall use for its own benefit or disclose or otherwise disseminate to third parties, directly or indirectly, any other party's Confidential Information without prior written consent from the other party. Upon termination of this Agreement, all Confidential Information and copies thereof

shall be returned to the party that owns and/or provided such Information. Each party shall comply with applicable federal, state and local laws and regulations with respect to all Confidential Information, including, but not limited to, any disclosures thereof pursuant to this paragraph.

Patients Records. CLIENT shall be solely responsible for maintaining all patients records. CLIENT shall make available to COMPANY for review and inspection on a timely basis and upon request, individual patient treatment and records, necessary for proper evaluation, screening, treatment, provision and documentation of Services. Subject to applicable law, CLIENT may incorporate copies of such records into its own records and CLIENT shall, where required, obtain all consents necessary to permit such access to and disclosure of patients records to COMPANY. CLIENT and COMPANY agree to comply with all federal, state and local laws and regulations applicable to the maintenance, disclosure, treatment or other use of such patients records. Patients records are CLIENT's property and originals of such records shall be maintained at the CLIENT's Facilities.

Access to Records. Until the expiration of four years after the furnishing of Services, COMPANY shall make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, or their duly authorized representatives, this Agreement, any subcontracts, and such other books, documents, and records that are necessary to certify the nature and extent of costs for Services pursuant to 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D, Section 420.300 *et seq.*, and any other applicable law or regulation. If COMPANY carries out any of the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a sub-contractor or with a related organization, the subcontract shall also contain an access clause to permit access by the Secretary, Comptroller General, and their authorized representatives to the subcontractor's books and records subject to the same contingencies noted above. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which COMPANY may be entitled under applicable law or regulations.

REPRESENTATIONS AND WARRANTIES

COMPANY. COMPANY hereby warrants and represents to CLIENT:

COMPANY is able to provide to CLIENT Speech Therapists licensed in the state of California, and is registered to do business and in good standing in the State where COMPANY operates.

There are currently no court orders, consent decrees, judgments or similar directives, including without limitation corporate integrity agreements under 42 USC Sec. 1320a-7b(f), affecting COMPANY.

To the best of COMPANY's knowledge, the business operations of COMPANY comply with all local, State and Federal zoning, labor and other applicable laws, ordinances, rules and regulations applicable to COMPANY.

COMPANY is duly authorized and able to consummate the transactions contemplated by this Agreement.

Neither COMPANY nor any individual or entity with a direct or indirect ownership or control interest of five percent (5%) or more of COMPANY, nor any director, officer, agent or employee of such party, is debarred, suspended or excluded under any state or federal healthcare program.

COMPANY is not subject to any sanction or exclusion from participation in, Medicare, Medicaid or any other state or federally funded health care programs. COMPANY agrees to immediately disclose in writing to CLIENT (a) the existence of any actual or threatened federal, state or local investigations and/or imposed sanctions of any kind, in progress or initiated subsequent to the date of this Agreement, the filing of any criminal charge against COMPANY's Employee assigned to CLIENT related to the delivery of health care services, elder abuse, child abuse, child pornography, battery, any sexual abuse, fraud, intentional or unintentional homicide, drug use, drug possession, drug distribution, (c) the making of any formal proposal to exclude COMPANY from participation in Federal reimbursement programs, and (d) any conviction, debarment or exclusion of COMPANY in connection with any of the foregoing, affecting COMPANY, its parent, subsidiaries, or any officer, director or owner of COMPANY, whether arising during or related to the term of this Agreement. Upon the occurrence of any of the foregoing events (a) through (d), or any other material noncompliance with applicable law.

CLIENT. CLIENT hereby warrants and represents to COMPANY:

CLIENT is the Santee School District, duly formed under the laws of the state of California.

To the best of CLIENT's knowledge, the operations of CLIENT comply with all local, State and Federal zoning, labor and other applicable laws, ordinances, rules and regulations applicable to CLIENT.

CLIENT is duly authorized and able to consummate the transactions contemplated by this Agreement.

CLIENT is responsible for the scheduling and supervision of COMPANY's Employees and shall provide orientation as deemed necessary to ensure safe, normal and acceptable care and service to their patients. The CLIENT is responsible for maintaining the supervision of COMPANY's Employee assigned to CLIENT regarding, but not limited to: time logs, billing and CLIENT paperwork and procedures, third party paperwork or billing. All site specific information shall be conveyed to COMPANY's Employee at the beginning of the assignment, including an emergency egress plan.

INDEMNIFICATION

Mutual Indemnification. COMPANY and CLIENT agree to protect, defend, indemnify, save and hold harmless each other and their affiliates and subsidiaries and respective members, shareholders, officers, directors, agents, Employees and servants for, from and against all liability, causes of action, expense, proceedings, obligation, damage, loss, cost, including without limitation attorney's fees and costs of suit arising directly or indirectly, from any intentional or unintentional act, neglect, default or omission of either party or their Employees or agents under the Agreement.

Notice and Handling. A party receiving notice of a Claim or potential Claim shall send written notice to the other within fourteen (14) days, and shall fully cooperate in the defense thereof by counsel mutually acceptable to the parties. The parties' rights to indemnification set forth in this Article are non-exclusive and are not intended to affect in any way any other rights of the parties to indemnification under applicable federal, state or local laws and regulations.

COMPANY EMPLOYEES

COMPANY is not an employment agency and does not encourage its CLIENTS to hire its employees. However, should CLIENT directly solicit and hire one of COMPANY'S Employees who is under their employ or was 6 months prior to his/her resignation to the COMPANY, during the term of this Agreement and the offer is accepted by the person, a placement fee of \$8,000.00 shall be reimbursed to COMPANY. CLIENT shall provide written notification to COMPANY of its intent to hire one of COMPANY'S employees. The fee is non refundable and shall be paid in full prior to the person becoming an employee of the CLIENT. The placement fee shall be CLIENT exclusive remedy for any and all claims or damages arising out of the breach of this covenant. Nothing herein shall preclude CLIENT from advertising available positions or opportunities by posting in the CLIENT's facilities or through newspaper ads or other generally accepted recruiting mediums, nor shall CLIENT be required to discriminate against legitimate job or contract applicants for available positions or contracts on any unlawful basis. The parties acknowledge that the restrictions set forth in this Article are reasonable in scope and important to COMPANY'S business interests, and that the enforcement of this Article does not restrict CLIENT from engaging in COMPANY'S Services.

GENERAL PROVISIONS

Independent Contractors. This Agreement is a contract between independent parties and shall not be construed to create any relationship other than that of independent contractors. Each party shall act and perform as an independent contractor with respect to the other party. Neither party shall represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity, except as specifically provided in this Agreement.

Exclusivity. This agreement shall not be exclusive to either party. CLIENT and COMPANY agree that COMPANY may service other clients, and CLIENT may contract for services of other contractors, at all times during the term of this Agreement.

Compliance with Applicable Laws. Each party shall comply with applicable federal, state and local laws and regulations in performing under this Agreement, including, but not limited to, Title VI of the Civil Rights Act of 1964, and all other applicable laws and regulations regarding discrimination on the ground of race, age, color, sex, handicap, national origin, religion, disability, or exclusion from participation or denial of benefits under any program or activity provided by any party.

Fair Market Value. The amounts to be paid to CLIENT hereunder have been determined by the parties through good faith and arms-length bargaining to be the fair market value of the services to be rendered hereunder. No amount paid or to be paid hereunder is intended to be, nor will it be construed as, an offer, inducement or payment, whether directly or indirectly, overtly or covertly, for the referral of patients by CLIENT to COMPANY, or by COMPANY to CLIENT, or for the recommending or arranging of the purchase, lease or order of any item or service. For purposes of this section, COMPANY and CLIENT will include each such person or entity and any affiliate thereof. No referrals are required under this Agreement.

Construction. This Agreement has been negotiated by and between COMPANY and CLIENT in arms-length negotiations, and both parties are responsible for its drafting. Both parties have reviewed this Agreement with appropriate counsel, or have waived their right to do so, and the parties hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against either party, but in accordance with the plain language and intent hereof. Captions and headings are used herein for convenience only, and shall play no part in the construction of any provision of this Agreement.

Regulatory Changes. COMPANY and CLIENT mutually agree that in the event local, state or federal government agencies promulgate regulations which materially affect the terms of this Agreement, this Agreement shall be immediately subject to renegotiation upon the initiative of either party.

Governing Law and Consent to Jurisdiction. This Agreement is made and entered into, and venue for any action or proceeding hereunder shall lie exclusively, in San Diego County, California, unless otherwise agreed by the parties in writing. The validity, construction, interpretation, effect and enforceability of this Agreement shall be governed by the laws of the State of California.

Binding Arbitration. If the parties to this agreement are unable to informally resolve disputes that may arise related to this Agreement, the parties shall submit the dispute to binding arbitration in accordance with the California Code of Civil Procedures provisions relating to arbitration or Procedure for Arbitration. During the pendency of any arbitration, this Agreement shall remain in full force and effect and any award rendered shall be considered final and binding.

Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given: (1) when personally delivered, return receipt requested, by a party hereto, or by messenger, to a person at the address listed on the first page of this Agreement; (2) by next day express courier, return receipt requested; or (3) upon delivery or refusal of same after having been mailed by registered or certified mail, return receipt requested, postage prepaid. All notices are to be sent to a party at the address set forth above. Any party may change its notice address from time to time by written notice to the other party in accordance with this paragraph.

Severability/Waiver. Any portion or provision of this Agreement that is invalid, illegal or unenforceable under applicable law shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the validity, legality or enforceability of the remaining portions or provisions in this Agreement.

Attorneys' Fees. In the event of any dispute between the parties arising under or in relation to this Agreement, the prevailing party in such dispute or litigation shall have the right to receive from the non-prevailing party all of the prevailing party's reasonable costs and attorneys' fees incurred in connection

with any such dispute and/or litigation. As used herein, the term "prevailing party" shall refer to that party to this Agreement for whom the result ultimately obtained most closely approximates such party's position in such dispute or litigation.

Waiver. Failure of either party to enforce the provisions of this Agreement or to require the other party to perform any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, nor shall it affect the right of either party to subsequently enforce any provision of this Agreement.

Assignment. COMPANY acknowledges and agrees that CLIENT is entering into this Agreement based upon the stated expertise, ability and reputation of COMPANY. Therefore, this Agreement and the rights and obligations of CONTRACTOR may be assigned or delegated, in whole or in part, directly or indirectly, with the consent of CLIENT. Additionally, COMPANY will not have the power or authority to act on behalf of the CLIENT in any capacity. CLIENT and COMPANY must authorize specifically, in writing, all requests for reconsideration, review, appeal and administrative law judicial requests.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.


Durability. This Agreement shall inure to the benefit of and be binding on the COMPANY, CLIENT and their respective successors and assigns.

Entire Agreement. This Agreement including Exhibit "A", contain the complete and entire agreement between the parties, and supersedes all prior proposals, agreements and representations related to the subject matter of this Agreement. No changes, alterations, modifications or qualifications to the terms contained in this Agreement shall be made or be binding upon the parties unless specifically consented to in writing by the parties' authorized representatives.

IN WITNESS WHEREOF, COMPANY and CLIENT have signed this Agreement effective as of the Commencement Date written above.

COMPANY:

Excel Staffing Services Inc.

By: 
Administrator and Authorized Agent
R. Carlos Vieyra
Date: 08/01/10

CONTRACTOR:

Santee School District

By: _____
Name:
Date:

EXHIBIT "A"

RATE SCHEDULE

1.- CLIENT will pay COMPANY for the services at the following hourly rates:

*Speech Therapist: \$70.00 per hour

This rate include any therapy, meetings and paperwork.

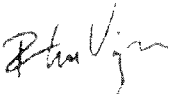
2.- CLIENT will pay a minimum of 16.25 hrs per week during the term of this agreement.

3.- Any work beyond the 16.25 hrs per week requires authorization from CLIENT representative.

4.- Employee/Contractor assigned is Carmen S. Aguilar, with California license #SP16445

COMPANY:

Excel Staffing Services Inc.

By: 
Administrator and Authorized Agent
R. Carlos Vieyra
Date: 08/31/10

CONTRACTOR:

By: _____
Name:

BACKGROUND:

Administration seeks approval to provide an Early Admittance to Kindergarten Program (EAK) during the period January 10, 2011 to June 22, 2011. The program will be offered to approximately 120-140 students who will be 5 years of age between December 2, 2010 and March 2, 2011. The goals of the program are to provide appropriate developmental and academic activities to prepare students for a successful schooling experience. The instructional program will meet the kindergarten requirement of 200 minutes each day. Past programs have been well received by parents and students.

A pre-registration drive will begin October 25, 2010 seeking approximately 120-140 applications for the program. Class size will be approximately 25 students.

The District will locate available space for the EAK classes at four to five schools throughout the District by mid-November. Transportation is the responsibility of the parents. EAK students are eligible for Project SAFE if the parents desire this service.

RECOMMENDATION:

It is recommended that the Board of Education approve the Early Admittance to Kindergarten Program for the period of January 10 to June 22 2011 to serve children who are five years of age between December 2, 2010 and March 2, 2011. It is further recommended that the program total 200 minutes of instruction each day.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The EAK program is funded by revenue limit dollars generated by the ADA of participating students. The EAK Program is expected to generate enough revenue to off-set related program expenditures. For the 2009-10 school year, the District received an additional \$6,840.00 in revenue for the operation of the EAK program.

STUDENT ACHIEVEMENT IMPACT:

Early Admittance to Kindergarten (EAK) students participate in appropriate developmental and academic activities further developing their readiness for future schooling.

Santee School District



Early Admission to Kindergarten Program

space is available. Participation in the program is voluntary and is not designed to take the place of kindergarten.

How to enroll: This year, REGISTRATION WILL BEGIN THE WEEK OF OCTOBER 25TH, 2010. Please call Patty Ortiz at (619) 258-2358 or (619) 258-2360 to reserve a time. Registration will be held at 9619 Cuyamaca Street (next to Rio Seco School.)

IMPORTANT: You must bring the following original documents for your child to your registration appointment.

- ✓ Birth certificate
- ✓ Updated immunization record
- ✓ Two proofs of residency

All requirements must be met to complete registration. See reverse side for minimum immunization requirements, including Hepatitis B and Varicella (Chickenpox) required by the State of California.

Please note: Registration for EAK and YALE (the before and after school care) are two separate processes. The registration requirements for one do not satisfy the requirements for the other.

EAK begins: January 10, 2011

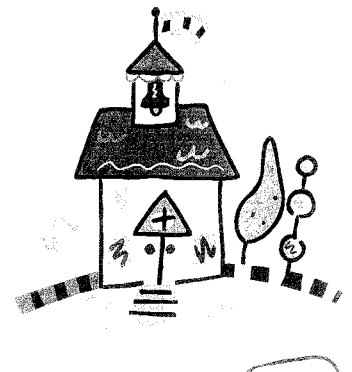
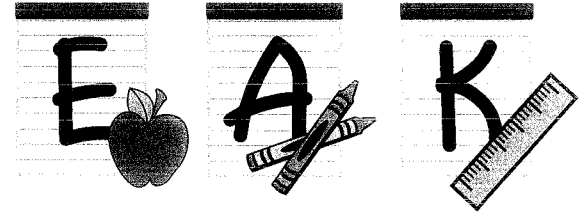
EAK location: To be determined

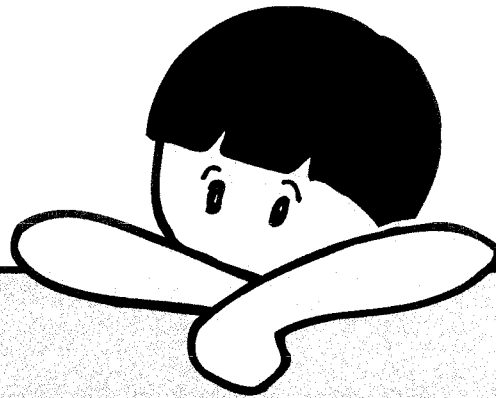
Transportation: Transportation **will not** be provided for the EAK program.

For further information, please call 258-2358.

What is EAK? EAK is a state funded Early Admission to Kindergarten program designed for children who missed the December 2, 2010 closing date for kindergarten registration.

Who can attend? Children must be five years old on or before March 2, 2011 to be eligible for EAK. Registration is limited, however we expect to accommodate all Santee School District residents who enroll with completed applications the week of October 25th. Applicants from other districts are welcome to apply and will be placed if





Immunization Requirements for Kindergarten (Including EAK) ~ 2010-2011 School Year

<u>VACCINE</u>	<u>NUMBER OF DOSES REQUIRED</u>	<u>NOTES</u>
OPV POLIO	4	Only three doses required if at least one dose was administered on or after the fourth birthday.
DTP (Diphtheria, Tetanus, Pertussis)	5	Only four doses required if at least one dose was administered on or after the fourth birthday. If last dose was given before the 2 nd birthday, one more (Td) is required
MMR } MEASLES } MUMPS } RUBELLA	2	1 st dose on or after 1 st birthday 2 nd dose at least 6 months following
HEPATITIS B	3	2 nd dose: 2 months after first dose 3 rd dose: 2-6 months after second dose
VARICELLA (Chickenpox)	1	Or health care provider-documented date of Varicella disease or immunity
<u>RECOMMENDED</u>		
HEPATITIS A	2	<i>Highly recommended (1st dose: after 2nd birthday) Young California students are at high risk for this disease</i>

For questions regarding immunizations, please contact Patty Ortiz at 258-2358.

DISCUSSION AND/OR ACTION ITEMS Item F.

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.

BACKGROUND:

During the summer break, Maintenance, Custodial, Grounds, and Warehouse employees were hard at work preparing schools for the opening of the 2010-11 school year. Maintenance personnel completed numerous work orders to repair and improve facilities, Custodial crews deep cleaned classrooms and office spaces, Groundsworkers focused on improving the visual appeal of exterior areas, and Warehouse personnel moved, relocated, and delivered equipment, furniture, and supplies for every school.

This evening, Christina Becker, Director of Facilities/Modernization and Interim Director of Maintenance and Operations will provide a brief presentation to the Board of Education summarizing the significant accomplishments of this dedicated group in order to recognize their contributions to the success of the Santee School District.

RECOMMENDATION:

This is an informational item; no action is requested. Any action taken is always at the discretion of the Board of Education.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Funding is provided through Routine Restricted Maintenance, Deferred Maintenance, Site/Department Budgets, Grants, General Operating, Capital Facilities, and Modernization funds.

STUDENT ACHIEVEMENT IMPACT:

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

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

In April 2009, FCMAT conducted a study of Transportation and provided a variety of recommendations for potential savings. In the final report, FCMAT indicated that the District could save \$150,000 by:

- Adopting a one-mile non-transportation zone without recognition of hazard or safety criteria for ineligible students.
- Implementing a two-tiered bell schedule with a 45-minute division of time.

The first component of the recommendation involves a significant reduction in service for students. Administration would like to explore the possibility of achieving considerable savings from aligning bell schedules without reducing current service levels. Pursuant to the District's contract with the Santee Teachers Association (STA), bell schedules and resulting instructional minutes are largely determined each year by collaborative decision-making at the school level. This contract provision has been in place for many years and any alteration will require significant time and effort to deliberate and negotiate. In order to ensure there is enough savings potential for this component of the recommendation, it is necessary to conduct a more detailed, in-depth study of Transportation incorporating analysis of current ridership on individual routes in order to provide a recommendation containing the optimal configuration of schedules and routes that would maximize savings. The outcome will help to inform the Board and Administration and prepare the District's negotiating team regarding this contemplated change to bell schedules.

In accordance with the proposed agreement, FCMAT and the original team of Transportation Directors from the first study would do the following:

1. Review the current instructional calendar, including bell schedules and modified days, with no change to ridership and determine if there any additional savings by optimizing routes.
2. Conduct an analysis with routing optimization software and provide recommendations, if any.
3. Determine the optimal configuration of bell schedules and modified days for the District's nine schools using the current median of instructional minutes that would produce the greatest amount of savings from reduced routes, hours, and number of miles. Quantify the annual savings by program such as General Education and Special Education.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with FCMAT to conduct a study of transportation routes to quantify potential savings from aligning bell schedules and make recommendations for the optimal configuration of schedules and routes.

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 estimated at \$5,000.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.1.2.
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FCMAT

FISCAL CRISIS & MANAGEMENT
ASSISTANCE TEAM

CSIS California School Information Services

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT September 16, 2010

The FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM (FCMAT), hereinafter referred to as the Team, and the Santee School District, hereinafter referred to as the District, mutually agree as follows:

1. BASIS OF AGREEMENT

The Team provides a variety of services to school districts and county offices of education upon request. The District has requested that the Team provide for the assignment of professionals to study specific aspects of the District operations. These professionals may include staff of the Team, County Offices of Education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this Agreement.

In keeping with the provisions of AB1200, the County Superintendent will be notified of this agreement between the District and FCMAT and will receive a copy of the final report. The final report will be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

The scope and objectives of this study are to:

1. Review the current instructional calendar including bell schedules, modified days with no change to ridership and determine if there any additional savings by optimizing routes.
2. Conduct an analysis with routing optimization software and provide recommendations, if any

3. Determine the optimal configuration of bell schedules and modified days for the district's nine schools using the current median of instructional minutes that would produce the greatest amount of savings from reduced routes, hours, and number of miles. Quantify the annual savings by program such as General Education and Special Education

B. Services and Products to be provided

- 1) Orientation Meeting - The Team will conduct an orientation session at the School District to brief District management and supervisory personnel on the procedures of the Team and on the purpose and schedule of the study.
- 2) On-site Review - The Team will conduct an on-site review at the District office and at school sites if necessary.
- 3) Exit Report - The Team will hold an exit meeting at the conclusion of the on-site review to inform the District of significant findings and recommendations to that point.
- 4) Exit Letter - The Team will issue an exit letter approximately 10 days after the exit meeting detailing significant findings and recommendations to date and memorializing the topics discussed in the exit meeting.
- 5) Draft Reports - Sufficient copies of a preliminary draft report will be delivered to the District administration for review and comment.
- 6) Final Report - Sufficient copies of the final study report will be delivered to the District administration following completion of the review.
- 7) Follow-Up Support – Six months after the completion of the study, FCMAT will return to the District, if requested, to confirm the District's progress in implementing the recommendations included in the report, at no cost. Status of the recommendations will be documented to the District in a FCMAT Management Letter.

3. PROJECT PERSONNEL

The study team will be supervised by Anthony L. Bridges, Deputy Executive Officer, CFE, for the Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

- | | |
|----------------------|--------------------------------|
| A. William Gillaspie | FCMAT Chief Management Analyst |
| B. Timothy Purvis | FCMAT Consultant |
| C. Larry Laxton | FCMAT Consultant |

Other equally qualified consultants will be substituted in the event one of the above noted individuals is unable to participate in the study.

4. **PROJECT COSTS**

The cost for studies requested pursuant to E.C. 42127.8(d) (1) shall be:

- A. \$500.00 per day for each Team Member while on site, conducting fieldwork at other locations, preparing and presenting reports, or participating in meetings. Cost per day for outside consultants will be billed at the actual daily rate.
- B. All out-of-pocket expenses, including travel, meals, lodging, etc. The District will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon acceptance of the final report by the District.

Based on the elements noted in section 2 A, the total cost of the study is estimated at \$5,000.

- C. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. **RESPONSIBILITIES OF THE DISTRICT**

- A. The District will provide office and conference room space while on-site reviews are in progress.
- B. The District will provide the following (if requested):
 - 1) A map of the local area
 - 2) Existing policies, regulations and prior reports addressing the study request
 - 3) Current or proposed organizational charts
 - 4) Current and two (2) prior years' audit reports
 - 5) Any documents requested on a supplemental listing
 - 6) Any documents requested on the supplemental listing should be provided to FCMAT in electronic format when possible.
 - 7) Documents that are only available in hard copy should be scanned by the district and sent to FCMAT in an electronic format.
 - 8) All documents should be provided in advance of field work and any delay in the receipt of the requested documentation may affect the start date of the project.

- C. The District Administration will review a preliminary draft copy of the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the Team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with District pupils. The District shall take appropriate steps to comply with EC 45125.1(c).

6. **PROJECT SCHEDULE**

The following schedule outlines the planned completion dates for key study milestones:


<i>Orientation:</i>	<i>to be determined</i>
<i>Staff Interviews:</i>	<i>to be determined</i>
<i>Exit Interviews:</i>	<i>to be determined</i>
<i>Preliminary Report Submitted:</i>	<i>to be determined</i>
<i>Final Report Submitted:</i>	<i>to be determined</i>
<i>Board Presentation:</i>	<i>to be determined</i>
<i>Follow-Up Support:</i>	<i>If requested</i>

7. **CONTACT PERSON**

Name of contact person: Karl Christensen, Assistant Superintendent, Business

Telephone: (619) 258-2321 FAX: (619) 258-2241

E-Mail: kchristensen@santee.k12.ca.us

_____ Dr. Patrick Shaw, Superintendent Santee School District	_____ Date
 _____ Anthony L. Bridges CFE, Deputy Executive Officer Fiscal Crisis and Management Assistance Team	_____ September 16, 2010 Date

Discussion/Action Item F.2.1. Approval of Agreement with Flu Busters to Provide Flu Vaccinations to the Santee School District Community

Prepared by Kristin Baranski
September 21, 2010

BACKGROUND

As a continued service to the Santee School District community and to help increase student attendance rates for the 2010-2011 school year, administration has contacted Flu Busters, a national organization whose mission is “to make preventative vaccinations easily available to protect students, employees, and entire communities“. Nationally, 5 – 20% of the population contracts the seasonal flu and miss approximately 70 million days of work or school as a result of this illness.

Flu Busters has provided the District a contract for review and approval. Their organization provides the following services:

1. Parents and staff register online or by telephone (toll free number) for the vaccination clinic. This registration would begin 30 days prior to and close at least 7 days prior to the event. This timeline allows for Flu Busters to ship the appropriate numbers of vaccinations as well as to staff the clinic appropriately. If the clinic has fewer than 50 participants at a location, Flu Busters may provide vouchers to another scheduled vaccination clinic.
2. Flu Busters nurses will be provided with copies of release and consent forms of each participant at the time services are rendered and a copy can be printed by participant while signing up online as well.
3. Registrants provide Flu Busters with insurance including Medi-Cal or credit card information for the billing of the vaccination fee. Should a registrant not have insurance, an administration fee can be applied. If that fee cannot be paid, the vaccine will be provided for free.
4. Flu Busters provides marketing materials for the District community.

Santee School District would be responsible for the following:

1. Determining clinic site locations and times and clinic contact personnel.
2. Set-up for clinics, including tables, chairs, garbage cans.

Pending Board approval of the contract, next steps will include the calendaring of all clinic dates and times with Flu Busters.

It is administration’s recommendation to provide flu vaccination clinics on every campus and to hold these clinics after lunch times and through the early evening. Administration also recommends, as in past practice with the H1N1 vaccination clinic, that a parent accompany his/her child to the clinic for the vaccination.

RECOMMENDATION

Administration recommends approval of the Flu Busters contract with Santee School District as well as the procedures for clinic logistics.

This recommendation supports the following District goal:

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

FISCAL IMPACT

This service will not create additional costs to the District and there is no fiscal impact to the General Fund. However, a decrease in influenza related illness may result in increased student attendance and ADA.

STUDENT ACHIEVEMENT IMPACT:

All studies show an increase in student achievement when children attend school on a daily basis. Influenza accounts for a high percentage of absenteeism and illness.

tion: _____ Second: _____ Vote: _____

Agenda Item F.2.1.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 22nd day of September, 2010 (the "Effective Date"), by and between Care Dynamix, Inc., d/b/a as "Flu Busters," ("Flu Busters"), and Santee School District ("School District").

WHEREAS, School District requests certain services such as flu vaccinations for designated individuals (herein referred to as "Clinic Participants") and wishes to engage Flu Busters to provide such services to Clinic Participants; and **WHEREAS**, Flu Busters employs health care personnel to provide such services and is willing to provide such services to School District.

NOW, THEREFORE, for and in consideration of the premises and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

ARTICLE 1 – TERM OF AGREEMENT

1.01 Term and Termination. This Agreement will be in effect for three (3) years from the Effective Date (the "Term") and such Term will automatically renew for successive one (1) year Terms on the anniversary of the Effective Date

2 . Flu Busters may terminate this Agreement immediately in the event of a material breach of this Agreement by School District, which is not cured within thirty (30) calendar days' following notice of the breach, giving School District prior written notice of the termination. School District may terminate this Agreement in the event Flu Busters fails to provide the Services within thirty (30) calendar days of the later of School District's written request for such Services or the date such Services were to be provided by Flu Busters, provided that if by the nature of Flu Busters' failure a cure can be achieved by Flu Busters, but not within thirty (30) calendar days, and that after receipt of such written notice Flu Busters has begun to effect a cure without undue delay, then Flu Busters shall have such time as is reasonably required to effect a cure with continuous and diligent effort. Flu Busters may terminate this Agreement immediately due to a lack of availability of qualified Personnel, as defined in Section 2.05, following diligent efforts to secure such Personnel by Flu Busters. The failure of Flu Busters to provide Services due to the lack of Personnel will not result in a penalty and will not constitute a breach of this Agreement.

2.01

ARTICLE 2 – RESPONSIBILITIES OF FLU BUSTERS

2.01 Services. Subject to the availability of supplies, as referred to in Section 5.09, Flu Busters, shall provide certain services (e.g., drug testing, flu immunizations, etc.) to Clinic

Participants, (the "Services"), at the location, times and estimated amounts specified in, Attachment A (the "Clinics"), and incorporated herein. Flu Busters will only perform Services hereunder if there are a minimum number of forty (40) Clinic Participants at each Clinic. The parties may agree at any time during the Term for the provision of future additional Services which shall be set forth as an amendment to Attachment A.

2.02 Health and Safety Guidelines. Flu Busters shall adhere to and abide by all federal and state guidelines pertaining to infection control and the disposal of medical waste.

2.03 Supplies. Flu Busters shall supply all supplies (including, without limitation, vaccines), necessary medical supplies and forms.

2.04 Personnel. Flu Busters shall make available qualified professional staff (herein referred to as "Personnel"), to perform the Services. Personnel shall possess a current state license/registration and/or certification as applicable for the Services provided to Clinic Participants. Personnel shall be screened in accordance with Flu Busters policies and procedures, including reference checks.

2.05 Promotional Materials. Flu Busters shall provide promotional materials for the Clinics.

2.06 Scheduling. Flu Busters shall be responsible to contact schools within district to schedule the Clinic. Flu Busters will utilize online signup and telephony signup to schedule and receive payment from Clinic Participants. The signup for the Clinic will close 7 days prior to Clinic date.

ARTICLE 4 – COMPENSATION

4.01 Rates. Rates will be charged in accordance with Attachment A.

4.02 Billing and Payment. Flu Busters shall bill the Clinic Participant, or other third-party payor with which Flu Busters participates, including Medicare or Medicaid for Services rendered, or as otherwise stipulated by a School District. Should the payor be a School District or state agency, Flu Busters will expect payment in full within thirty (30) days of the clinic date.

4.03 Attorneys' Fees. In the event either party is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due to such party for Services provided, the prevailing party shall be entitled to receive from the other party, in addition, to all other sums due, reasonable attorneys' fees, court costs, and expenses incurred enforcing its rights and collecting its monies owed.

ARTICLE 5 – GENERAL TERMS

5.01 Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

5.02 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor.

5.03 Consent and Release Forms. Clinic Participants will be required to read and sign a Consent and Release Form prior to receiving Services. Flu Busters will provide Consent and Release Forms to Clinic Participants at the time Services are rendered.

5.04 Insurance. Flu Busters will maintain (at its sole expense), or require Personnel to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate, covering acts or omissions which may rise to liability for Services under this Agreement. Flu Busters will provide a certificate of insurance evidencing such coverage naming the District as an additional insured prior to commencement of services under this Agreement. School District will maintain at its sole expense a valid policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in School District's industry. Upon request, School District will forward a copy of its insurance policy to Flu Busters prior to execution of this Agreement and will give prompt written notice of any material change in School District coverage.

5.05 Indemnification. Flu Busters agrees to indemnify and hold harmless School District, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities (including reasonable attorneys' fees) which may be asserted against them by third parties in connection with the negligent performance of Flu Busters, its directors, officers, employees, or agents under this Agreement. School District agrees to indemnify and hold harmless Flu Busters, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities (including reasonable attorneys' fees) which may be asserted against them by third parties in connection with the performance of School District, its directors, officers, employees, or agents under this Agreement.

5.06 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

School District:

Santee School District

9625 Cuyamaca Street

Santee, CA 92071

Flu Busters:

235 Hembree Park Drive

Suite 300

Roswell, GA 30076

5.07 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

5.08 Entire Contract. This Agreement constitutes the entire contract between School District and Flu Busters regarding the Services described in this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

5.09 Availability of Supplies. The parties agree that Flu Busters' duty to provide Services upon request of School District is subject to the availability of the applicable supplies including, without limitation, vaccines. Should the applicable supplies become unavailable; Flu Busters will not be required to provide Services pursuant to this Agreement. Furthermore, Flu Busters will have no liability to School District should the unavailability of such supplies prevent Flu Busters from performing under this Agreement. The failure of Flu Busters to provide Services due to the lack of the applicable supplies will not result in a penalty, and will not constitute a breach of this Agreement by Flu Busters and relieves Flu Busters' obligations pursuant to this Agreement to provide Services.

5.10 Limitation of Liability.

a. EXCEPT AS PROVIDED IN SECTION 5.05 OF THIS AGREEMENT, EACH PARTY'S (AND THEIR RESPECTIVE AFFILIATES') AGGREGATE LIABILITY FOR DAMAGES UNDER AND RELATED TO THIS AGREEMENT AND ITS SUBJECT MATTER FOR ALL EVENTS, ACTS, OR OMISSIONS OCCURRING DURING THE TERM OF THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE TOTAL COMPENSATION PAID BY SCHOOL DISTRICT DURING THE TERM WHETHER BASED ON ONE OR MORE ACTIONS OR CLAIMS IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

b. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER FLU BUSTERS NOR SCHOOL DISTRICT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES INCLUDING LOST PROFITS, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED.

HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. School District acknowledges and agrees that Flu Busters, its officers, employees and independent contractors are not responsible for illness associated with, allergic or physical or adverse reaction(s) to, or injuries resulting from or arising out of the administration of the applicable Services to clinic participants.

d. School District further acknowledges and agrees that Flu Busters has made no representations or warranties whatsoever that the administration of the applicable Services will result in a lower absentee rate or prevent Clinic Participants from developing the targeted illness or any other illness of any nature or kind whatsoever.

e. Unless otherwise provided in Attachment A, Flu Busters will not be conducting physical examinations of Clinic Participants, nor does Flu Busters assume any liability for time or work missed by Clinic Participants who might suffer from allergic or adverse reactions to the Services.

f. School District acknowledges that no physician/patient relationship exists between Personnel or Flu Busters and School District or Clinic Participants.

5.11 Compliance with Laws. Flu Busters agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations, including the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"). If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

5.12 Confidentiality. All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential information unless it is or becomes publicly available through no fault of the other party, is already known to the other party, or is later rightfully obtained by the other party from independent sources. Each party's confidential information shall be held in strict confidence by the other party, using the same standard of care as it uses to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement. Without limiting the generality of the foregoing, such confidential information includes the terms of this Agreement including all pricing.

5.13 Excused from Performance. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service to the extent such default, failure or interruption is hindered or caused by, directly or indirectly, acts of God, fire, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or labor difficulties, civil or military authority, unforeseen unavailability of suitable supplies, materials, labor or transportation, or any cause beyond the party's reasonable control. Neither party shall be excused under this Section from its payment obligations.

5.14 Severability. If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

SCHOOL DISTRICT:

CARE DYNAMIX, INC (D/B/A FLU BUSTERS):

Signature

Signature

Karl Christensen, Asst. Supt., Business Service
Printed Name and Title

Printed Name & Title

Date

Date

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 Labor Negotiator (Govt. Code § 54956.8)**
Purpose: Negotiations
Agency Negotiator: Karl Christensen, Assistant Superintendent
Employee Organizations: Santee Teachers Association
Classified School Employees Association

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.