

Santee School District

SCHOOLS:

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

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

April 21, 2009
**BOARD OF EDUCATION
REGULAR MEETING
A G E N D A**

District Mission

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

A.	OPENING PROCEDURES – 7:00 p.m.	Page #
1.	Call to Order and Welcome	7
2.	District Mission	
3.	Pledge of Allegiance	
4.	Approval of Agenda	
B.	REPORTS AND PRESENTATIONS	
1.	Superintendent's Report	
1.1.	Developer Fees Collection Report	9
1.2.	Use of Facilities Report	10
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1.4.	Claims Against the District	12
1.5.	Schedule of Upcoming Events	13
1.6.	Spring Events and Open Houses	14
2.	Recognition of Arts Attack Coordinators	15
3.	Recognition of Volunteers of the Year	16
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C.	PUBLIC COMMUNICATION	18
	<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 recorded.</i>	

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

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

D.	PUBLIC HEARINGS	Page #
1.	<u>Proposed Increase in Developer Fees</u>	20
2.	<u>Dedication of Easement at Chet F. Harritt to Padre Dam Municipal Water District</u>	22

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.	<u>Approval of Minutes</u> It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	24
1.2.	<u>Approval of Memorandum of Understanding with Classroom of the Future Foundation</u> It is recommended that the Board of Education approve the Memorandum of Understanding with the Classroom of the Future Foundation.	38

Business Services

2.1.	<u>Approval/Ratification of Travel Requests</u> It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel including approval of air travel, overnight travel, and/or out-of-state travel as listed in the item.	48
2.2.	<u>Approval/Ratification of Expenditure Warrants</u> It is recommended that the Board of Education approve/ratify the expenditure warrants as presented.	51
2.3.	<u>Approval/Ratification of Purchase Orders</u> It is recommended that the Board of Education approve purchase orders #071585 through #071694 issued March 1, 2009 through March 31, 2009.	53
2.4.	<u>Approval/Ratification of Revolving Cash Report</u> It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.	60
2.5.	<u>Acceptance of Donations</u> It is recommended that the Board of Education accept donations listed in the item in the amount of \$1,200.00.	62
2.6.	<u>Approval of Quarterly Financial Disclosure, SB 564</u> It is recommended that the Board of Education approve the quarterly report for the period ending December 31, 2008, as required by Government Code section 53646 under SB 564.	63

- 2.7. **Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement** 70
It is recommended that the Board of Education approve the quarterly report for the period ending March 31, 2009, required by the Williams Settlement.
- 2.8. **Approval/Ratification of Agreement between Santee School District and the County of San Diego for Participation in the 800MHz Regional Communications System (RCS)** 72
It is recommended that the Board of Education provide approval to enter into an agreement between the District and the County of San Diego for participation in the 800MHz regional communications system (RCS).
- Capitol Improvement/Modernization**
- 3.1. **Adoption of Resolution Dedicating Easement to Padre Dam Municipal Water District** 76
It is recommended that the Board of Education adopt Resolution #0809-38 Dedicating Easement to Padre Dam MWD.
- 3.2. **Authorization to File Notice of Completion Documents Projects (Cajon Park, Carlton Oaks and Rio Seco Schools Modernization)** 83
It is recommended that the Board of Education authorize the filing of the Notice of Completion documents for the completed projects at Cajon Park, Carlton Oaks, and Rio Seco schools.
- 3.3. **Approval/Ratification of Amendment #3 of Corovan Moving Contract** 84
It is recommended that the Board of Education approve Amendment #3 for an extension of the existing contract with Cor-O-Van to meet the move and storage requirements for modernization and new construction projects.
- 3.4. **Approval to Purchase Remaining Library Stack Shelving Systems for Carlton Hills School** 94
It is recommended that the Board of Education authorize administration to procure the needed library shelving systems.
- 3.5. **Approval to Purchase Cargo Containers/Book Racks** 95
It is recommended that the Board of Education authorize administration to procure needed cargo containers and library carts for Phase 2 & 3 construction.
- 3.6. **Approval of Chet F. Harritt Fields Construction Award** 96
In order to encumber City funds by April 30, 2009, it is recommended that the Board of Education issue an intent to award with a notice to proceed for non-DSA construction work of the Chet Ball Field renovation construction, not to exceed current City grant funds of \$274,155 as part of the Chet F. Harritt master lease-leaseback construction project.
- 3.7. **Approval/Acceptance of SFNA Report and Adoption of Resolution #0809-37 of Alternative Fees** 97
It is recommended that the Board of Education provide approval/acceptance of the updated School Facilities Needs Analysis and adopt Resolution #0809-37 to increase school facility fees in accordance with Government Code sections 65995.5, 65995.6 and 65995.7 for a one year term per SB 50.

Educational Services Page #

4.1. Approval of Memorandum of Understanding with Children’s Hospital and Health Center (CHHC) for the Early Periodic Screening, Diagnosis and Treatment (EPSDT) Program 106

It is recommended that the Board of Education approve the Memorandum of Understanding with Children’s Hospital and Health Center for the EPSDT program for the 2009-10 school year.

4.2. Approval to Participate in the Mental Health Services Act Prevention and Early Intervention Contract for Suicide Prevention 110

It is recommended that the Board of Education approve the intent to apply for PEI-Suicide Prevention Contract funding.

4.3. Approval of 2009 Summer School Program Offering 112

It is recommended that the Board of Education approve the mandated 2009 Extended Year program for Special Education Students.

Human Resources

5.1. Personnel, Regular 113

It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.

5.2. Adoption of Resolution No. 0809-40 Declaring May 13 , 2009 the Day of the Teacher 116

It is recommended that the Board of Education adopt resolution No. 0809-40 declaring May 13, 2009 as the Day of the Teacher.

5.3. Adoption of Resolution No. 0809-41 Declaring May 17-23, 2009 as Classified School Employees Week 118

It is recommended that the Board of Education adopt resolution No. 0809-41 declaring May 17-23, 2009 as Classified School Employees Week.

5.4. Ratification of Employer-Employee Collective Bargaining Agreement with California School Employees Association 120

It is recommended that the Board of Education ratify the tentative agreement.

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.

Superintendent

1.1. School Name Change: Process and Procedures 128

It is recommended that the Board of Education discuss a process for approval of changing the name of a school. Action is at the discretion of the Board.

1.2. Adoption of Resolution Providing for the Issuance and Sale of 2009 General Obligation Bond Anticipation Notes of the Santee School District; Authorizing Execution of Documents and Taking Related Actions 130

It is recommended that the Board of Education adopt Resolution #0809-39 for the issuance and sale of general obligation bond anticipation notes in order to finance identified school facilities projects.

- 1.3. **RFP for Solar** 133
It is recommended that the Board of Education authorize issuance and approve a new RFP for solar energy based on new criteria established by the Board. Administration also requests Board authorization of the RFP to be reviewed by an independent agency. Action is at the discretion of the Board.

- 1.4. **Board Selection of 8th Grade Promotion Assignments** 158
Board members will select assignments for presentation of promotion certificates.

Business Services

Note: The Monthly Financial Report that is usually provided at this time will come for Board approval on May 5, 2009 due to the fact that the data was not available for analysis and publication by the publication deadline for this Board meeting document.

- 2.1. **Adoption of Resolution #0809-43 to Issue a Tax and Revenue Anticipation Note for the 2009-10 Fiscal Year** 160
It is recommended that the Board of Education adopt Resolution #0809-43 authorizing the issuance of tax and revenue anticipation notes (TRANS) for the 2009-10 fiscal year in an amount not to exceed \$15,000,000. The actual TRANS amount and maturity will be determined at a later date.

Educational Services

- 3.1. **Proposed School Start Times for 2010-11** 186
It is recommended that the Board of Education approve the proposed changes to the 2010-11 start times.
- 3.2. **Revisions to Board Policy 5132 and Administrative Regulation 5132 Dress and Grooming** 188
It is recommended that the Board of Education approve the revisions to BP 6243 and AR 5132. Administration also requests direction on the suggested Dress Code Restrictions for 2009-10.
- 3.3. **Approval of Educational Opportunity Programs for the 2009-10 School Year** 196
It is recommended that the Board of Education approve the educational opportunity programs outlined in this item for the 2009-10 school year.

Human Resources

- 4.1. **Employee Recognition for Day of the Teacher and Classified School Employees Week** 198
It is recommended that the Board of Education review the options for an employee recognition gift.
- 4.2. **Adoption of Resolution No. 0809-42 to Layoff Identified Classified Positions** 201
It is recommended that the Board of Education adopt resolution No. 0809-42 to layoff identified classified positions.

G.	BOARD POLICIES AND BYLAWS	Page #
1.	First Readings	
1.1.	<u>First Reading: New Board Policy 6130 Professional Development and Revised Board Policies BP2201 Administrative Responsibilities and BP 9240 Board Development</u> Administration recommends Board review and discussion of new Board Policy 6130 Professional Development and revisions to BP 2201 Administrative Responsibilities and BP 9240 Board Development, and to provide administration with directions for any additional revisions in a first reading.	204
1.2.	<u>First Reading: New and Revised Board Policies-Series 4000 (Personnel)</u> New and revised Board Policies and Bylaws in the 4000 series are presented to the Board of Education for a first reading. No action is requested.	216
1.3.	<u>First Reading: New Board Policy #6020 Parent Involvement</u> Administration recommends Board review and discussion of new Board Policy #6020, Parent Involvement. No action is requested.	224
H.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	237
I.	CLOSED SESSION	238
1.	Public Employment Matters (Govt. Code § 54957) <i>Public Employee Discipline/Dismissal/Release</i>	
2.	Conference with Labor Negotiator (Govt. Code § 54956.8) <i>Agency Negotiator: Minnie Malin, Director, Human Resources</i> <i>Employee Organizations: Santee Teachers Association</i> <i>Classified School Employees Association</i> <i>Purpose: Negotiations</i>	
3.	Public Employment Matters (Govt. Code § 54957) <i>Superintendent</i>	
J.	RECONVENE TO PUBLIC SESSION	238
K.	ADJOURNMENT	238

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 May 5, 2009, at 7:00 p.m. in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

El-Hajj
 Burns
 Ryan
 Carlisle
 Bartholomew

Opening Procedures Item A.

OPEN SESSION 7:00 p.m.

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

2. District Mission

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

3. Pledge of Allegiance

4. Approval of Agenda for the April 21, 2009 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report
Prepared by Lisbeth Johnson, Ed.D.
April 21, 2009

The following items are presented for Board information:

- 1.1. Developer Fees Collection Report
- 1.2. Use of Facilities Report
- 1.3. Enrollment Report
- 1.4. Claims Against the District
- 1.5. Schedule of Upcoming Events
- 1.6. Spring Events and Open Houses

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT
2008-09
CUMULATIVE THROUGH MARCH 27, 2009

Residential Rate: \$1.63 per square foot over 500 - effective 5/21/06 \$3.05 per sq. foot over 500 = effective 4/17/08
Commercial Rate: \$.26 per square foot - effective 5/21/06 \$.29 per sq. foot - effective 4/15/08
Self Storage Rate: \$.05 per square foot \$.16 per sq. foot

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	560 PEPPER DR	07/28/08	1,996	\$6,087.80	PD
	X	9318 PROSPECT AVENUE	08/25/08	670	\$2,043.50	PA
X		10512 MISSION GORGE (WALGREENS)	08/26/08	15,913	\$4,614.77	HC
X		9305 MISSION GORGE (WALGREENS)	09/11/08	13,666	\$3,963.14	PA
	X	10119 WOODPARK DRIVE	10/03/08	965	\$2,943.25	CP
X		9337 MISSION GORGE (JACK IN THE BOX)	10/14/08	2,499	\$724.71	PA
	X	9950 SEYMORE STREET	10/21/08	1,306	\$3,983.30	HC
X		10515 MISSION GORGE ROAD (SONIC)	11/04/08	1,728	\$501.12	PA
	X	11032 SUMMIT AVE.	11/05/08	818	\$2,494.90	CP
	X	8458 MESA TERRACE ROAD	11/12/08	3,872	\$11,809.60	CFH
	X	8370 OCONNELL ROAD	11/13/08	600	\$1,830.00	PD
	X	7775-7766 BRITT PLACE	12/12/08	17,318	\$52,819.00	CFH
X		1820 JOE CROSSON DRIVE (COUNTY OF : LEAVESLY TRAIL, GLEN BRAE TRAIL, LITTLE LEAF LANE (STANDARD PACIFIC)	01/05/09	49	\$14.21	PD
	X	10276 PRINCE JED CT.	01/09/09	49,451	\$115,672.81	RS
	X	9560 PATHWAY ST. (DRG ASSOCIATES LT	01/16/09	597	\$180.85	CP
X		SKY RANCH	01/23/09	900	\$261.00	PA
	X	2323 NIELSEN STREET	02/10/09	324,873	\$649,746.77	PD
	X	8871 FANITA DRIVE (TOYOTA)	02/18/09	1,327	\$4,047.35	PA
X		3010-3016 COLE GRADE ROAD	02/25/09	20,316	\$5,891.64	PA
	X	8549 GRAVES AVENUE	02/26/09	6,489	\$19,791.45	PD
X			03/27/09	278,175	\$80,670.75	PD
TOTAL PAGE 1					\$970,091.92	
TOTAL COLLECTED AS OF MARCH 31, 2008					\$475,415.64	

*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 - April 21, 2009						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<u>Carlton Hills</u>						
Cub Scouts Pack 383	Media Center	3/26/09 - 5/28/09	Thursday	6:30 pm - 8:00 pm	50	
Daisy Girl Scouts	Media Center	4/2/09 - 4/30/09	Thursday	5:30 pm - 7:00 pm	25	
<u>ERC</u>						
Santee School District Foundation	District Library	3/23/09 - 6/29/09	Monday	6:00 pm - 8:00 pm	10	
<u>Pepper Drive</u>						
Pepper Drive M.S.	Upper Field Blacktop	3/11/09 - 3/12/09	Wed & Thurs	3:30 pm - 5:00 pm	30	
<u>Prospect Avenue</u>						
PTA	Media Center	3/28/09	Saturday	5:00 pm - 9:00 pm	60-100	\$60.50 Cust fee
Santee Girls ASA	Media Center	4/20/09 - 5/11/09	Monday	7:00 pm - 9:30 pm	25	
<u>Rio Seco</u>						
SNLL	Media Center	3/31/09	Tuesday	6:30 pm - 8:30 pm	12	
<u>Santee School</u>						
Santee Certified Farmers Market	Lower Field Parking Lot	4/8/09 - 12/23/09	Wednesday	2:00 pm - 8:00 pm	unknown	

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

**Santee School District
ENROLLMENT REPORT
4/3/2009
Month 8 Week 1**

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	04/03/09		04/04/08		# Diff	% Diff	04/03/09 SDC	04/04/08 SDC	# Diff SDC	% Diff SDC	Prior Week		
										Total Reg	Total Reg	##### Total All	3/27/09 Total All							Total Diff		
Cajon Park	106	100	98	99	100	92	116	101	123	935	925	10	1.1%	32	30	2	6.7%	967	968	-1		
Carlton Hills	40	41	45	38	50	53	57	99	104	527	543	-16	-2.9%	39	46	-7	-15.2%	566	566	0		
Carlton Oaks	74	66	77	64	94	103	101	112	123	814	821	-7	-0.9%	37	45	-8	-17.8%	851	851	0		
Chet F. Harritt	92	69	68	75	77	74	72	53	67	647	643	4	0.6%	26	25	1	4.0%	673	671	2		
Hill Creek	92	99	93	94	88	84	70	90	98	808	766	42	5.5%	27	27	0	0.0%	835	834	1		
Pepper Drive	71	76	76	82	75	91	80	77	79	707	696	11	1.6%	11	10	1	10.0%	718	723	-5		
Prospect	48	51	50	49	58	57	51	54	56	474	449	25	5.6%	18	16	2	12.5%	492	492	0		
Rio Seco	103	92	90	83	107	89	78	93	78	813	810	3	0.4%	25	20	5	25.0%	838	839	-1		
Sycamore Canyon	47	48	38	55	38	41	33			300	309	-9	-2.9%	23	27	-4	-14.8%	323	323	0		
11 SUBTOTAL	673	642	635	639	687	684	658	679	728	6025	5,962	63	1.1%	238	246	-8	-3.3%	6263	6,267	-4		
Alternative School	3	5	2	3	9	7	7	4	10	50	43	7	16.3%					50	49	1		
Success Academy							1	3	7	11	8	3	37.5%					11	10	1		
NPS					2				2	4		4	#DIV/0!					4	4	0		
EAK	116									116	119	-3	-2.5%					116	118	-2		
SUBTOTAL	119	5	2	3	11	7	8	7	19	181	170	11	6.5%					181	181	0		
TOTAL	792	647	637	642	698	691	666	686	747	6206	6,132	74	1.2%					6444	6,448	-4		

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

	PK	
Cajon Park	3	970
Hill Creek	9	844
Prospect	21	513
Sycamore Canyon	12	335

**Total Enrollment Including PK
6489**

CLAIMS AGAINST THE DISTRICT

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

<u>SITE OF OCCURRENCE</u>	<u>DATE OF OCCURRENCE</u>	<u>DESCRIPTION</u>
Pepper Drive School	November 21, 2008	Vandalism - Property Damage Loss
Pepper Drive School	December 2008	Property Damage Loss
Pepper Drive School	February 25, 2009	Vandalism – Property Damage Loss

Schedule of Events

<i>Date</i>	<i>Event</i>
April 21	7:00 p.m. Board Meeting Recognition of Arts Attack Coordinators and Volunteers of the Year
May 2	Board Facilities Workshop 9:00 a.m. to 12:30 p.m. ERC
May 5	6:00 p.m. Board meets with Principals (DO) Board Meeting 7:00 p.m. Certificated and Classified Employees of the Year Recognition
May 6	ICOC Annual Organization Meeting 6:00 p.m.
May 14	Classroom of the Future Foundation Awards 5:00 p.m.
May 19	6:00 p.m. Student Forum 7:00 p.m. Board Meeting County Science Fair Student Recognition
May 25	Memorial Day Holiday Schools and Offices Closed
May 26	Employee End of Year Celebration 3:30-5:00 p.m.
June 2	Board Meeting 7:00 p.m. Eighth Grade Academic Achievement Awards
June 4	Reception Honoring Dr. Lis Johnson 3:30-5:30 p.m. at Carlton Oaks Country Club
June 16	Board Meeting 7:00 p.m.
June 16, 17, 18	8 th Grade Promotion Exercises June 16: HC June 17: CP, CH, CO, CFH, PD June 18: PA, RS
June 24	Foundation Golf Classic Carlton Oaks Country Club 1:00 p.m. Tee Time 6:00 p.m. Awards Dinner

2008 - 2009

SPRING EVENTS AND OPEN HOUSES

School	Date	Event	Time
Cajon Park	February 12	Dedication K-8 Open House	3:00 p.m. 6:00 – 7:30 p.m.
	May 30	Family Night	TBD
Carlton Hills	March 19	K-6 Open House	6:30 – 7:30 p.m.
Carlton Oaks	June 12	Lunch on the Lawn Open House for New Building Date TBD	10:50 a.m. – 12:35 p.m.
Chet F. Harritt	February 5	Science Night	5:30 – 8:30 p.m.
Hill Creek	March 2 - 4	History Faire	On display in Media Center
	March 5	History Faire Parent Night	6:00-7:00 p.m.
	March 30	CYT Performance @ Pathways	7:00 p.m.
	April 24	Schoolwide Pizza Party	10:45 a.m. –12:45 noon
Pepper Drive	June 12	Spring Festival Open House	9:00 a.m. 10:30 a.m. – 12:00 noon
Prospect	May 22	Open House and Lunch on the Lawn	11:00 a.m. – 1:00 p.m.
Rio Seco	May 22	Open House/BBQ	11:00 a.m. – 1:10 p.m.
Sycamore Canyon	March 19	Open House and Art Fair	6:30 – 7:30 p.m.
	March 26	Jungle Book CYT	TBD
EI Department	March 26	Reclassification Ceremony (Children are reclassified as Fluent English Proficient)	6:00-8:00 @ ERC
	May 28	Spring Celebration (CH-CO-CFH-PA-SC)	6:00-7:30 @ ERC
	June 3	Spring Celebration (CP-HC- PD-RS)	6:00-7:30 @ ERC

BACKGROUND:

Tonight the Board of Education would like to acknowledge the Arts Attack Coordinators from each school. They have worked diligently this year to provide students in Santee with a quality visual arts program that has included artwork ranging from pencil drawings to watercolors to clay creations.

The Arts Attack Coordinators also took our students' art into the community. Student work is being displayed in art contests, at local merchants' establishments, and on May 2, tiles created by our students will be dedicated at the new Henry's shopping center, in "The Marketplace at Santee". Thanks to their commitment, art instruction is here to stay in Santee.

Each one of these Arts Attack Coordinators brings a special gift to the schools where they work. It is my pleasure to publicly thank the following Arts Attack Coordinators for their unrelenting efforts during the 2008-2009 school year:

Tracey Pharoah-Stone	Cajon Park
Amber Hobbs	Carlton Hills
Michelle McNearney	Carlton Oaks
Lesli Breidt	Carlton Oaks
Bonny Jaynes	Chet F. Harritt
Gina Melton	Hill Creek
Alisa Marrone	Pepper Drive
Andrea Leggate	Prospect Avenue
Valerie Stangle	Rio Seco
Joanne Denniston	Sycamore Canyon
Laura & Kurtis Smith	Alternative School

Reports and Presentations Item B.3. Recognition of Volunteers of the Year
Prepared by Minnie Malin
April 21, 2009

Tonight, we would like to honor some very special people in the Santee community. Each has volunteered numerous hours of their lives to help improve and promote the educational programs of this school district. School staffs recognize their efforts and dedication and nominate these individuals as Volunteers of the Year.

Descriptions of the volunteers' contributions, written by each site, will be given to each volunteer as well as a certificate for Volunteer of the Year. The following is a list of this year's Volunteers of the Year:

Volunteer

Deborah Martin
Christina Knight
Lesli Breidt Darrock
Angie Bell
Mary Jordan
Maria Jones
Kristen Whiteman
Stacy Walters
Joanne Denniston

School Site

Cajon Park
Carlton Hills
Carlton Oaks
Chet F. Harritt
Hill Creek
Pepper Drive
Prospect Avenue
Rio Seco
Sycamore Canyon

Agenda Item B.3.

Reports and Presentations B.4. FCMAT Report on Transportation
Prepared by Bill Clark
April 21, 2009

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

Tonight, the FCMAT team will present their findings and report. The FCMAT Transportation Department study identifies potential efficiency savings, which the FCMAT team will outline this evening.

Agenda Item B.4.

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.

Santee School District currently collects developer fees under Government Code Section 53080. Government Code Section 65995 provides that the maximum rates for Level 1 developer fees be increased according to an inflation adjustment for the cost of Class B construction. In January 2008, the State Allocation Board approved an increase from the current fees of \$2.63 per square foot for new live-able residential development, and \$0.42 per square foot for new commercial/industrial projects. The new Level 1 fees are as follows:

Residential: \$2.97 per square foot of live-able area
Commercial/Industrial: \$0.47 per square foot of covered/enclosed area.

Grossmont Union High School District and the Santee School District have entered into an agreement whereby the elementary district is entitled to 62 percent of the Level 1 non-alternative fee and the high school district is entitled to 38 percent. The District proposes to levy a fee equivalent to 62 percent of the State maximum total Level 1 fee amount.

Under Government Code section 65995.5, which was enacted pursuant to Chapter 40, Statutes of 1998 (“Senate Bill 50” or “SB 50”), and amended by Chapter 858, Statutes of 1999 (“Assembly Bill 695” or “AB 695”), a school district’s governing board may establish alternative fees to offset the cost of school facilities made necessary by new construction following the making of certain findings titled, “Alternative Fees.”

The District commissioned Capitol Public Finance Group to prepare an analysis entitled “School Facility Needs Analysis” (SFNA) dated March 2009 in accordance with the provisions of SB 50. The findings in the SFNA lead us to determine that the school facilities and educational programs of the District are impacted by the increasing student population caused by new residential development within the boundaries of the District, and indicates that alternative fees are justified per Senate Bill 50. The new fees assessed by Santee School District will be:

Level 1 Fee		
Residential Construction	Commercial/Industrial Construction	New Rental Self Storage Construction
\$1.85 per square foot (from \$1.63 per square foot)	\$0.29 per square foot	\$0.16 per square foot
Level 2 Fee - Alternative		
Residential Construction	Commercial/Industrial Construction	New Rental Self Storage Construction
\$3.35 per square foot	N/A	N/A
Level 3 Fee – Alternative Full Amount		
Residential Construction	Commercial/Industrial Construction	New Rental Self Storage Construction
\$6.74 per square foot	N/A	N/A

The current Level 1 fees for commercial/industrial construction and rental self storage construction became effective on June 16, 2008, and will remain the same.

Level 2 fees will be imposed on new residential construction immediately after this resolution is adopted on April 21, 2009. Level 2 fees increase from \$3.05 to \$3.35.

Prior to the District imposing Level 3 fees on new residential construction, the State Allocation Board must be out of new construction state funds.

Notice of the proposed fee increase and the public hearing have been printed in The San Diego Daily Transcript on March 12, 2009. The public hearing for the proposed implementation of the developer fee adjustment is scheduled for tonight. After the hearing has been concluded, this item will be presented to the Board of Education for approval.

Agenda Item D.1.

Public Hearing D.2. Dedication of Easement at Chet F. Harritt to Padre Dam Municipal Water District

Prepared by Bill Clark
April 21, 2009

Based on a review of historical records, the District learned that the easement permitting access to service and repair of the sewer line located at and adjacent to the Chet F. Harritt School site was never transferred to the Padre Dam Municipal Water District. Transfer / Dedication of the easement will allow Padre Dam MWD to service and maintain the sewer line. District legal counsel has reviewed the easement document and found no problems. At its March 17, 2009 meeting, the Board adopted Resolution #0809-33 of Intention to Dedicate Easement to Padre Dam MWD, and authorized the public notice process. The process for dedicating the easement is:

- Adoption of Resolution of Intention to Dedicated Easement to Padre Dam Municipal Water District (March 17, 2009)
- Notice of Public Hearing Posted and Advertised at least 10 days prior to Dedication of Easement (Published April 8, 2009 in the San Diego Daily Transcript)
- Adoption of Resolution to Dedicate Easement to Padre Dam MWD (April 21, 2009).

Padre Dam officials have requested that the school district not place school buildings over the sewer line in the future so appropriate maintenance can occur. The District is more than willing to make that agreement for the future.

The public hearing should convene and permit any interested citizens to raise questions or to provide input about the District's proposed easement dedication to Padre Dam MWD.

Agenda Item D.2.

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 Lisbeth Johnson, Ed.D.
April 21, 2009

BACKGROUND:

Presented for Board approval –

- March 17, 2009, regular meeting minutes
- March 25, 2009, special 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**

March 17, 2009
MINUTES

9619 Cuyamaca Street
Santee, California

The Board met with student representatives from each school in a student forum. Topics of discussion included: "checking in" with the students, how students can help to keep the new junior high facilities looking good, and establishing new traditions in the new buildings.

A. OPENING PROCEDURES

1. Call to Order and Welcome
President El-Hajj called the meeting to order at 7:08 p.m. and read the District Mission Statement.
Members present:
Dianne ElHajj, President
Dustin Burns, Vice President
Barbara Ryan, Clerk
Allen Carlisle, Member (attended via teleconference)
Dan Bartholomew, Member
Administration present:
Dr. Lisbeth Johnson, Superintendent and Secretary to the Board
Bill Clark, Assistant Superintendent, Business Services
Emily Andrade, Assistant Superintendent, Educational Services
Minnie Malin, Director, Human Resources
Linda Vail, Executive Assistant and Recording Secretary
2. President El-Hajj invited Michaela and Brianna Avila, daughters of Administrative Secretary Evonn Avila, to lead the members, staff and audience in the Pledge of Allegiance.
3. Approval of Agenda
President El-Hajj introduced audience member, Santee Vice Mayor Brian Jones.
It was moved and seconded to approve the agenda with the following modifications: Items E.1.1. and E.1.2. will be tabled to the April 21, 2009 meeting and Item E.3.3. will move to be the first item of discussion under CIP.
Motion: Ryan Second: Burns Vote: 5-0

B. REPORTS AND PRESENTATIONS

1. **Superintendent's Report**
 - 1.1. Developer Fees Collection Report
 - 1.2. Use of Facilities Report
 - 1.3. Enrollment Report
 - 1.4. Schedule of Upcoming Events
 - 1.5. Spring Events and Open Houses
 - 1.6. Computer Using Educator (CUE) Conference CD:
Presenting Santee Teachers

Dr. Johnson shared that a number of teachers from PD and PA presented at the CUE conference in March. Several of the teachers have been invited to present at UCLA SEEDs about technology.

2. Proclamation for Cajon Park School from the Santee City Council

President El-Hajj welcomed Vice Mayor Brian Jones from the City of Santee. Vice Mayor Jones presented the Board with a proclamation from the City Council acknowledging the Santee School District for the modernization and new junior high building at Cajon Park School. Mr. Jones is a former Cajon Park School student. The Santee City Council proclaimed March 18, 2009 as Cajon Park School Day in the City of Santee. President El-Hajj presented the proclamation to Marcia Ginn-May, Cajon Park principal.

3. Spotlight on Education: School Secretaries

Dr. Johnson said it was an honor to recognize the school secretaries. She shared how important their role in the school was and the many tasks they are charged with. The school secretaries make a difference in the lives of children, teachers, classified staff, and administrators. They are miracle workers, angels, and the untold heroines of our schools and the Board wished to thank them for all they do by spotlighting their commitment and service to

our children, families and staff. President El-Hajj presented each school secretary with a certificate of appreciation.

4. Spotlight: Bill Clark

President El-Hajj shared it is with a great deal of sorrow the Board must say goodbye to Bill Clark as he takes a promotional assignment in northern California. President El-Hajj presented Mr. Clark with a "Lifesaver" that will be engraved, symbolic of the way he threw the Board a lifesaver when he came on board in the District with a fresh set of eyes and helped lead the District through declining enrollment. Mr. Clark was instrumental in finding the right people to make the right things happen in Santee. Mr. Clark expressed his thanks and he has felt very welcomed, supported, and loved while being in Santee. He said it is a wonderful district with wonderful people and he will miss them all. A reception in Mr. Clark's honor was held following this item. The Board adjourned for the reception at 7:25 p.m. The Board reconvened the meeting at 7:45 p.m.

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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

- 1.1. **Approval of Minutes**
- 2.1 **Approval/Ratification of Expenditure Warrants**
- 2.2 **Approval/Ratification of Purchase Orders**
- 2.3 **Approval/Ratification of Revolving Cash Report**
- 2.4 **Acceptance of Donations**
- 2.5. *Pulled for separate consideration.*
- 2.6. **Approval of Live-On Resident for Cajon Park School**
- 3.1. **Adoption of Resolution in Support of Applications for State School Facility Hardship Funding**
- 3.2. **Ratification of Services for Additional Hazmat Sampling, Removal and Reporting (Chet F. Harritt, Hill Creek, and Prospect Avenue Schools)**
- 3.3. *Pulled for separate consideration.*
- 3.4. **Approval/Ratification of Proposal from Capitol PFG for a School Facility Needs Analysis 2009 Update**
- 4.1. **Approval to Apply for the Community-Based English Tutoring (CBET) Program for 2009-10**
- 4.2. **Approval of Annual Application to Renew Funding to Support the Current English Language Acquisition Program (ELAP) for 2009-10**
- 4.3. **Approval of Contract for Nonpublic, Nonsectarian School/Agency Services and Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services**
- 4.4. **Approval of Intent to Apply for Mental Health Service Act Prevention and Early Intervention Funding**
- 4.5. **Recommendation to Expand YALE Preschool Program for 2009-10**
- 5.1. **Personnel, Regular**
- 5.2. **Approval to Increase the Work Hours of Identified Classified Position**

It was moved and seconded to approve the Consent Items with the exception of Consent Items E.2.5. and E.3.3.

Motion: Bartholomew Second: Burns Vote: 5-0

- E.2.5. Adoption of Resolution of Intention to Dedicate Easement to Padre Dam Municipal Water District** (*Pulled by Member Carlisle for separate consideration.*) Member Carlisle reported he would abstain from voting on this item because the item is connected with his employer. Member Ryan moved approval.

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

- E.3.3. Approval/Ratification of Final Contract Amount for Sycamore Canyon and Cajon Park 20 Classroom Addition** (*Pulled by Member Carlisle for separate consideration.*) Member Carlisle wished to

congratulate staff for the savings achieved on the modernization projects. Member Carlisle moved approval.

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

F. DISCUSSION AND/OR ACTION ITEMS

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

1.1. Board Selection of 8th Grade Promotion Assignments

Tabled and will return to the April 21, 2009 meeting.

1.2. Board Policies: BP2201 Administrative Responsibilities and BP 9240 Board Development

Tabled and will return to the April 21, 2009 meeting.

1.3. Prospect Avenue P.R.I.D.E. Academy Proposal

Dr. Johnson reported that at the January 6, 2009 special board meeting, the declining enrollment at Prospect Avenue School was discussed and if enrollment did not increase grades 7-8 students may eventually need to move to another campus. There was concern about siblings following those students and causing an additional decrease in the enrollment. To prevent this, the discussion included looking at a magnet or academy focus. There has been a great investment in technology through QZAB which offers options to children for this type of instruction. Principal Cheryl Bowen presented a proposal for an academy focus at Prospect Avenue School in order to attract increased enrollment to the school, create maximum use of technological resources, and expand the academic focus, beginning in 2009-10. Prospect Avenue has achieved a high level of success in student achievement and will have a completely modernized school for students in Santee and surrounding districts. Mrs. Bowen introduced the PRIDE Academy concept, a purposeful and rigorous innovation. PRIDE Academy could be the first school in Santee offering project based learning infused with technology in every classroom throughout the school.

Member Burns asked if the Academy would be under the District umbrella and how it would affect student transfers and district policies. Mrs. Bowen said everything would remain the same and the school would continue to receive Title 1 funds.

Member Burns asked if currently enrolled students must go through the application process. Mrs. Bowen said she would like all students to go through the application process to feel a special part of the Academy. The application process would not screen out students living in the Prospect Avenue attendance area because the goal is to keep the current students and get back students that have left to go to other schools. Dr. Johnson said the resident students would not be asked to leave just as at the GATE schools.

Member Burns asked if the proposal includes changing the name of the school. Mrs. Bowen said yes, the staff has suggested something new and different for the school. Member Burns expressed his concern about changing the name of the school because of the community attachment to the school's name.

Member Bartholomew liked the proposal and is pleased that there is such staff support. The plan gives the community options for their children and aligns with the District Mission. Member Ryan believes it is a great idea and does not object to a name change. Member Ryan does want to know how it could be financially supported. Member Carlisle believes it is a great concept. President El-Hajj supports the concept and does not have a problem changing the name. She is a little nervous about the funding and how the District can support it. The Board cannot make any promises right now but would like to see if there is a way to support it in the future. President El-Hajj would like to see Mrs. Bowen move forward with the site funds because that is what the QZAB program is all about - teaching students with technology infused into project based learning.

Member Ryan asked Mrs. Bowen when the school would want to begin ordering their new equipment if the Board moved approval. Mrs. Bowen said they would like to go forward ordering the Promethean Boards now. The COWS (computer carts) can be ordered next year.

Member Ryan moved to allow Mrs. Bowen to move forward with the concept outlined in the least expensive proposal presented, name change, and timeline for implementation using the site funds to begin the purchase of equipment.

Motion: Ryan Second: Burns Vote: 5-0

2.1. Approval of Monthly Financial Report

Bill Clark reported the District has performed extremely well with a 1% growth in enrollment, strong ADA percentages, and cash and commercial warrants below the averages. The budget shows a saving as staff is freezing expenditures. Member Ryan moved to approve the Monthly Financial Report for February 2009.

Motion: Ryan Second: Burns Vote: 5-0

2.2. Approval of Second Interim Report

Mr. Clark reported the second interim report is a positive certification and maintains the ending reserve. This positive report is because of the Board's early direction on reductions and planning for expenditures next year. Mr. Clark shared some of the projected savings for unrestricted funds totaling about \$2M which will provide some comfort as the Board approaches mid year and 2009-10 budget reductions.

The District has the opportunity to repay the Early Retirement Debt Payment which would create ongoing savings in the future. Mr. Clark is confident the District can address cash flow requirements, and is prepared to cover mid year reductions for next year.

Mr. Clark shared that the County will work through a review of the second interim report with a checklist and then will issue their opinion letter on the report. There are no anticipated issues from the County.

Member Bartholomew asked about the "Not Met" checks. Mr. Clark said the flags are tripped because as an example, enrollment was projected to decline and we are actually showing a slight increase. Any exceptions to the projections are flagged. Member Ryan moved to approve the District's 2008-09 Second Interim report and related revisions which includes a positive certification.

Motion: Ryan Second: Bartholomew Vote: 5-0

3.1. Solar Project Update and Capital Project Financing

Bill Clark shared that the Board has looked at a number of options for solar to provide shade, reduce energy costs, and provide operating savings.

Dr. Johnson shared the events up to now, which began with a request for proposals to install solar panels at school sites on a plan to purchase (PPP), the collapse of the bond market making financing for the project unworkable, and continuing to seek alternative methods to provide solar at schools. The District has been reviewing options for a power purchase agreement (PPA) and would like to take advantage of the credit incentives if possible. Administration provided a number of options for the Board's consideration. Dr. Johnson also provided the Board with information from CSBA's representative company, Innovative Energy Services and the Center for Sustainable Energy (CSE) and shared that the Board may consider an independent review of solar proposals and these are two agencies that do that.

President El-Hajj invited a member of the public who submitted a request to speak at the podium. Mr. Ned DeWitt, from Borrego Solar, shared that Borrego Solar has been working very hard with the District for almost a year. They entered into an agreement with the District to further develop the project and now have provided a PPA proposal for the District in partnership with Sun Edison. Mr. DeWitt said Borrego entered the process in good faith and has worked hard to find a solution for a successful solar system. They have incurred quite a bit of costs and if the Board decides to consider another firm or another direction, Borrego would need to seek to recover those costs. Borrego would like to return to the Board with a proposal. President El-Hajj thanked Mr. DeWitt for his comments.

President El-Hajj said at the last Board meeting the Board requested more information be brought from Manzana Energy. Mr. Clark introduced Art Castaneres who reported Manzana staff visited school sites, developed a site design plan, as the Board requested, and is seeking input from the Board prior to a final design. Mr. Castaneres said Manzana works with Sun Rosendin Electric for design and installation and Sequoia Solar, a local design and engineering company. Both of these companies have statewide school experience and use union labor. He assured the Board that several attorneys have reviewed the contract. There are no up front costs, no maintenance cost, no financial risk, no use of staff, no operational costs, and no required buy out purchase. The proposal provides for \$23M in energy cost savings over the 25 years of the contract with savings during the first 5 years of over \$1M. The buy out option would be for fair market value, which is estimated to be about \$750,000, where the District would then own the system and directly benefit from all savings. The structures are DSA approved, with proven performance in over 70 school site installations. Suggested site plans for solar structure placement for Rio Seco and Sycamore Canyon schools were shown exemplifying a round school and a non-round school. Panels would be placed in the existing lunch area, kindergarten area, lower field, and on the north playground. The systems can be designed with great flexibility on campuses to place them in the correct direction and tilting angle for maximum performance.

Mr. Castaneras shared that Manzana, as part of a contract, would build a system at one school, and if it did not reach the benchmarks and/or design requirements, there would be an option to cancel the contract.

Mr. Castaneras introduced Drew Phillips from Sun Rosendin, and Blair Reynolds from Sequoia Solar. Mr. Phillips is the senior designer for Sun Rosendin and has previously worked with Chevron Solar. He provides unique solutions for the PPA model and has developed a long-term economical design with maximum output for 30 years. They have been listening to what the school and district leadership desire and believe they have designed a project specifically for the PPA model, with optimum output. Eighty percent of the system is in remote areas with the remaining 20% placed as practical shade coverings for students.

Member Carlisle asked if there is anything designed for playgrounds. Mr. Phillips said yes, but based on their design calculations they are able to place them mostly around the outer areas of the school. Member Carlisle is concerned about the aesthetics and said Borrego had designed something that had less poles and was better suited for school use. Mr. Phillips said when it is placed for car port use, they can do more to make it more aesthetically pleasing. However, some beautiful canopies have no practical use for power. They have installed panels at 11 schools in San Jose Unified using aesthetically pleasing designs.

Member Bartholomew asked if this proposal is a PPA package. Mr. Castaneras said it is a hybrid PPA because while you are purchasing the power, the savings and cost is structured differently than a standard PPA.

Member Carlisle said under a PPA they are locked into a kilowatt price. This program is different in that the payments are guaranteed, not based on kilowatt price. Member Bartholomew asked about the original RFP process and why Manzana would not be required to go through the same process. Mr. Clark explained that the original approach was a district owned system. A PPA does not require the RFP process because you are not buying the system, you are purchasing the energy.

Member Bartholomew said if Borrego also has a recommendation for a PPA structure, he would want to hear it because he feels some responsibility and that the process should be the same for all vendors.

Member Carlisle said he believes the Board needs to hear all of the options and would like to have the Center for Sustainable Energy review any process the Board considers. Member Carlisle also wants to know how a system works and how the proposed numbers were arrived at before he supports it. He also believes there is an obligation to Borrego and is concerned about any contractual obligations. Member Carlisle would like a full analysis of every site and to see what the structures look like. He asked if there was time for that without losing the credit extensions. Dr. Johnson said we need to investigate whether we have time to meet the extension timelines and to be sure that the extensions belong to the District and not to a vendor.

Member Ryan said in considering how we got to this place, it began with Envision and Borrego working together and then it was just Borrego. She believes we have been fair in the process and should investigate if any legal commitment has been made. Member Ryan is concerned that credit extensions were received without the

District's knowledge. No vendor should make decisions, outside inquiries, or outside requests without direction from the District or the Board. She said it is not right for a company to go to a Congressman to ask for an earmark on our behalf without direction from the Board to do so. The Congressman's office said they did not understand that the District did not direct Borrego to submit the letter requesting an earmark and they would provide a two-day extension on the letter to allow the District to submit a required form. Under these circumstances, the Congressman's representative was uncertain that if there was a \$3.5M award, if the award would go to the District or the vendor. A letter was also sent to Barbara Boxer for an appropriation, with Santee School District as the requestor, which is totally inappropriate without direction from our Board. She believes that the Board needs to take back control. Member Bartholomew said he spoke with Mike Harrison from Congressman Hunter's office and was told they received a request for an earmark from Borrego and was concerned because a request for funds from the stimulus package had already been received.

Member Burns agrees that he is bothered because the Board needs to have the control. Vendors have gone to financiers and now congressmen on behalf of the District without direction of the Board and it is not acceptable to him.

President El-Hajj asked if everyone in the room was clear about not representing the District without clear direction from the Board.

Dr. Johnson presented administration's recommendation which included a number of options for Board consideration including:

1. *Given the many challenges faced by the District, should the District continue with a solar project at this time?* There was consensus by the Board to continue forward with solar.
2. *Given the highly competitive nature of the solar industry, should the District close existing contracts/proposals and proceed with a new request for proposal (RFP)?* There was consensus by the Board that they had not received enough information to consider this recommendation.
3. *Entertain a presentation by a previous vendor regarding various financial options for solar using stimulus money and a PPA?* Members Bartholomew and Carlisle were in favor, Members Burns and Ryan were opposed. President El-Hajj was uncertain because she does not know the obligations to the previous vendor, has not compared a PPA and Manzana's proposal, the Facilities Committee has not looked at a PPA, and she has not seen a PPA.
4. *Is there sufficient time, education, and/or information for the Board to make a decision about current proposals?* Board members asked what is driving the timeline. Dr. Johnson shared the incentive credits are due to expire in April, or if the extensions belong to the District, in October. If the credits expire, there is a potential loss of \$3M - \$6M in savings on the project to the District.
5. *Should the Board direct administration to bring a contract with Manzana Energy to the Board on March 25, 2009 for final approval?* Member Burns voted no and would like administration to bring the Board a recommendation on which path to follow. Member Bartholomew voted no and would like more information and a recommendation from administration. Member Carlisle voted no and would prefer to open up the proposals again allowing an opportunity for all competitors. Member Ryan would like administration to bring a recommendation from either Borrego or Manzana. President El-Hajj would like to begin the process again.

Following Board discussion and consensus, administration was directed to reexamine the proposals from Borrego and Manzana and return to the Board with a recommendation at a special Board meeting on March 25th about the direction the District should take. Members Carlisle and Bartholomew asked for the Superintendent's analysis to include feedback from the CSBA representative, Innovative Energy Services, Inc. and/or the Center for Sustainable Energy. If the Superintendent is not comfortable with the existing proposals, a recommendation could be for the Board to consider another option, maybe beginning the process again.

3.2. On-Bill Financing Rebate/Incentive Program, SDG&E

Bill Clark reported that the purpose of this item is for the Board to approve an opportunity for the District to apply for zero interest borrowing toward capital improvement projects. Member Ryan moved to authorize administration to apply for an On-Bill Financing program loan from the SDG&E for energy efficiency improvements.

Motion: Ryan

Second: Burns

Vote: 5-0

3.3. Authorization to Complete Phase I and Phase II Construction – Adoption of Resolution #0809-35, Development and Issuance of Proposed 2009 Bridge Financing Program

Bill Clark reported the Board is interested in being able to complete Phase I construction and continue with Phase II construction and modernization despite the withholding of eligible funds from the State. The current market will have great benefits if we can proceed with modernization and construction. Mr. Clark introduced Benjamin Dolinka from the Dolinka Group to address capital improvement bridge financing and Eric Hall from Eric Hall & Associates who has been attending State meetings and has information about possible projections for State payments.

Mr. Dolinka said there are three phases that need additional funding: Phase 1 needs \$7M, Phase 2 needs \$20 M and Phase 3 needs \$19M for completion for a total of \$46M. The District can use the unissued debt of Prop R bond funds and owed State funding as assets to fund \$46M in financing.

The District has issued bonds in Series A, B, and C for \$18M each and D would only provide \$12.3 if they were issued at this time. The District is eligible to issue a bond anticipation note (BAN) for \$18.9M. This type of note is typically used as a tool for public entities because it is well known that when a Prop 39 bond is passed, the entity cannot always get their funds in a timely manner. No payment is due on these bonds until the pay-off in 5 years. The District can only use the proceeds for the authorized use of the GO bonds. When you issue the bonds, there is an obligation that when the bonds are sold, they are used to pay off the bond anticipation notes.

Member Carlisle asked the estimated cost of issuance, interest, and fees. Mr. Dolinka said the cost is about 2%, with underwriter fees of about 1%, assuming credit enhancement is not needed. These costs would come out of the premium, not the bonds. Mr. Dolinka said it is important to move very quickly while the administration team is in place, which will keep the District's rating high.

Member Bartholomew asked if \$18.9M is the threshold for the bond capacity, the cost impact if a lesser amount was borrowed, and the cost associated with two issuances. Mr. Dolinka said the fixed costs would be the same on each issuance and would probably cost an additional \$100,000 to \$150,000 for two issuances.

Member Ryan confirmed that the money could be paid back before the end of the five years. Mr. Dolinka said if State funds came in sooner, the District could use the funds to recall the BAN.

Mr. Dolinka shared the second funding component, Lease Revenue Bonds (LRB) issuance which are backed by the general funds. These bonds put all funds of the District as collateral and are issued with the notion that the State funds that we have applied for are more than adequate to repay the Lease Revenue Bonds. These are five year convertible capital appreciation bonds. The advantage to these dollars is that the Board may authorize the use of these funds. Mr. Dolinka said getting \$26M may be extremely challenging because COPs and QZAB programs are all encumbrances against the general fund and will probably require credit enhancement. Credit enhancement is backing by a major bank and adds an additional cost to the issuance. Credit enhancers like to see school districts complete their projects with the proceeds.

President El-Hajj asked if real property can be used for collateral. Mr. Dolinka said a school site could be used for collateral and they will recommend any development fees be saved toward payment if the revenue does not come in. The District could also ask the voters for a tax extension. With LRBs, there is an understanding that you will consider another GO bond if the State does not pay the funds owed. Mr. Clark said there is approximately \$36.1M in State funding which has been submitted and the District is eligible for but is frozen by the State. The potential risks to the District for these debts are that the State does not apportion the funds in the next 5 years.

Member Carlisle asked if the District would be ahead by \$11M if we received all \$30M from the State. Mr. Dolinka said yes the District would be ahead by \$11M and that money could be used for other facilities. He cautioned the District would need to be very careful about the financial hardship piece and make sure they are paying for those dollars. Member Carlisle asked if it is feasible to consider completing Phase 1 and Phase 2 projects at this time. Mr. Dolinka said that was a very viable option if the District is concerned about encumbering the general fund for a larger amount. However, it is easier to look at getting funds for the full project rather than going back and asking for more.

The cost of Lease Revenue Bonds is close to 3% to 3.25%. It takes about 60 days to issue Bond Anticipation Notes and 160 days to issue the Lease Revenue Bonds. The Mullen Bill requires the District to go to the County to submit the documents if you are issuing debt that is not voter approved. Mr. Dolinka said he does expect the

County Office will oppose issuing the debt. If the Board would like to move forward, Mr. Dolinka could come back on April 21st with the BAN legal documents and on June 16 with LRB documents.

Dr. Johnson asked if QZAB was a better way to finance Phase 1 and Phase 2. Mr. Clark said the summer modernization was eligible to use QZAB funding and it would be less costly and less risky. Mr. Dolinka said issuing QZAB bonds would show additional debt and make the other options less viable and more costly because it could trigger the need for credit enhancements. Barbara Ryan said QZAB debt would not cover the complete cost of the modernization and construction programs.

Mr. Hall shared with the Board that he believes they are on the right track. There is uncertainty out there relying on bond anticipation notes on assessed valuation increases. The Board has done a great job seeking funds for modernization and construction. Schools are very competitive at the State level and are being looked at differently than other State projects. The State wants to wait for interest rates to lower before issuing any bonds to pay for backed up projects. The District is approved for \$3M and should get it as soon as the State is able to issue bonds. Mr. Hall said some of Santee's projects are waiting for allocation approval which is projected to take place in July or August. There is a need to do the projects now to get the best cost for construction. When the cities and states get the federal stimulus money, construction costs will rise. It is just a matter of cash flow at this time.

Member Carlisle asked if the cost of the bond issuance is less than the additional cost would be if the District delays construction. Mr. Hall said the costs for Phase 1 would be quite severe, up to \$60M because contracts have been awarded and stopping construction brings a lot of complexities and costs that will eventually come out of quality or quantity of work. Purchasing power today is great and the bid climate is currently down 30% which is to the District's advantage.

Member Ryan believes that in order to meet the commitment to the public, there is not much of a choice. This bridge financing is a good option, with guaranteed funds. Member Burns agrees there is a need to meet the promises to the community but there needs to be more discussion about the volume of debt. He does not wish to stop construction because of the liability and safety, and the kids deserve it. Member Bartholomew wishes to meet the commitment and is comfortable with the BAN. The issuance cost of the LRB seems high. Mr. Dolinka said the largest cost for the LRB is the credit enhancement tool and he will do an analysis to see if the market is providing the required savings. Member Bartholomew supports moving forward to put the team together, and fund Phase 1.

Member Ryan moved to adopt Resolution #0809-35 to hire consultants in relation to the development and issuance of the 2009 Bond Anticipation Note and 2009 Lease Revenue Bonds.

Board members wanted the consultants to be clear that authorizing to put the team together to develop the plans was with the understanding that the Board will need to approve moving forward with the bonds. Mr. Dolinka is only commissioned to put the BAN plan together and return with a status update on LRBs.

Motion: Ryan Second: Burns Vote: 5-0

3.4. Approval of Chet F. Harritt Revised Site Plan Classroom Addition Location and Additional Geotechnical Costs

Member Ryan moved to approve additional geotechnical costs at this time and discuss the revised site plan for a classroom addition at Chet F. Harritt at the upcoming Facilities Workshop.

Motion: Ryan Second: Bartholomew Vote: 5-0

3.5. Chet F. Harritt Ballfield Construction: Permitting Update and Consultant Extra Services

Member Ryan moved to approve the extra services of Lightfoot Planning for utility research and off site improvement additional engineering and services and authorize entering into an agreement with the City of Santee to complete ball field improvements at Chet F. Harritt School.

Motion: Ryan Second: Burns Vote: 5-0

3.6. Summer Work Quick Start Proposals Including Pepper Drive Color Change

The Board asked for this item on Quick-Start summer work options for Pepper Drive School and staff direction to move forward with consultants to prepare contract documents in order to bid work to return to the upcoming Facilities Workshop.

3.7. ICOC Membership Vacancy Replacement

Member Ryan moved to open the ICOC application process to fill the ICOC vacancies.

Motion: Ryan Second: Burns Vote: 5-0

G. BOARD COMMUNICATION

Member Burns reported that three of our schools will be sending students to 6th grade camp next week. He invited the Board members to come visit camp.

President El-Hajj reported a date of April 28th has been set for the Board to take Mr. Clark to dinner.

Dr. Johnson reported a letter supporting a safe school grant for the neighborhood near Prospect Avenue was requested and will be submitted.

The Board scheduled a Facilities Workshop for Saturday, May 2, 2009 to begin at 9:00 a.m.

Mrs. Andrade provided the Board with a short student discipline report.

H. CLOSED SESSION

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

1. **Public Employment Matters (Govt. Code § 54957)**
Public Employee Discipline/Dismissal/Release
2. **Conference with Labor Negotiator (Govt. Code § 54956.8)**
Agency Negotiator: Minnie Malin, Director, Human Resources
Employee Organizations: Santee Teachers Association
Purpose: Negotiations
3. **Conference with Legal Counsel (Govt. Code § 54956.9 subdivision b):**
Existing Litigation (Case No. 37-2009-00083936-CU-CO-CTL)
Legal Representation: Nowell A. Lantz, Attorney at Law

The Board entered closed session at 10:40 p.m.

I. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 12:25 a.m. No action was reported.

J. ADJOURNMENT

The March 17, 2009 regular meeting adjourned at 12.25 p.m.

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

March 25, 2009
MINUTES

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

A. CALL TO ORDER

1. Call to Order and Welcome

President El-Hajj called the meeting to order at 7:00 p.m.

Members present:

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

Staff present:

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

B. PUBLIC COMMUNICATION

During this time, citizens are invited to address the Board of Education about any item on this special meeting agenda. There were no public comments.

C. CLOSED SESSION (Pursuant to Education Code 48918)

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

C.1. Consideration of Student Matters (Ed. Code § 48918)

Students #2-08 and #3-08

D. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 8:45 p.m.

D.1. Report of Action in Consideration of Student Matters

It was motioned by Member Ryan to expel student # 2-08 from the Santee School District from March 25, 2009 to June 18, 2009 for violations of California Education Code Sections 48900 (c) Possessed, used, sold, furnished or been under the influence of alcohol, intoxicant, or controlled substance as defined in the Health and Safety Code; 48900 (k) Disrupted school activities or defied the authority of school personnel.

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

- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #2-08 entered a school campus intoxicated posing a physical threat and safety concern for students and staff.

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

- Remain at current school until June 18, 2009 and completion of other items in this Plan.
- Maintain a 3.0 GPA for academic and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Complete a counseling program by June 1, 2009 for drug and alcohol abuse prevention/treatment. If the student does not attend counseling regularly, parent shall immediately notify the school administration.
- Remain free of illegal substances and participate in a drug testing program

- Complete all elements of this Rehabilitation Plan by June 15, 2009 and present documentation to verify completion.

The parent must meet with the Coordinator of Student Behavior by April 1, 2009 to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

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

D.2. Public Hearing

President El-Hajj opened the Public Hearing at 9:00 p.m. regarding Santee School District Board of Education's Consideration of an Energy Service Contract with Manzana Energy and Adoption of a Resolution Making Certain Findings, for the Implementation of Certain Energy Related Improvements to District Facilities and the Purchase of Electrical Energy in accordance with California Government Code § 4217.10 to 4217.18. There were no comments from the public. President El-Hajj closed the public hearing at 9:04 p.m.

E. CLOSED SESSION (Pursuant to Gov't Code § 54956.9)

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

E.1. Conference with Legal Counsel – Anticipated Litigation

(Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9)

Potential Cases: 1

Legal Representation: Nowell A. Lantz, Attorney at Law

E.2. Public Employment Matters (Govt. Code § 54957)

Public Employee Discipline/Dismissal/Release

F. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:00 p.m. No action was reported.

G. CONSENT ITEMS

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

G.1. Approval of Consultant Agreement with Eric Hall & Associates

Member Ryan moved to approve the presented consultant agreement with Eric Hall & Associates for interim and transition business services.

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

G.2. Adoption of Resolution #0809-36 Authorizing a Loan with the County Treasurer through the San Diego County Office of Education

Member Ryan moved to adopt Resolution #0809-36 authorizing a County Treasurer loan which will fully resolve the District's 2008-09 cash shortfall.

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

H. DISCUSSION AND/OR ACTION ITEMS

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

H.1. Solar Construction Discussion and Recommendation

Dr. Johnson reported that we have received a number of different solar proposals over the past several months, a PPA, and a hybrid PPA proposal. The District's incentive credits have been extended by the Center for Sustainable Energy (CSE) until October 2009 and Center representatives verified that the extensions belong solely to the District and not to any vendors.

Dr. Johnson said administration continues to be educated about the benefits of solar to the District's interests and wants to recommend what is best for the school district. The initial criteria have changed since our first RFP because the market has changed and the ability to sell bonds has been drastically reduced. Dr. Johnson's recommendation is to submit a new RFP to vendors seeking proposals for a PPA or Hybrid PPA, with defined criteria based on Board discussion. She hopes to get proposals from a variety of companies.

The priority of the Board at this time is seeking completion of construction and modernization. Although the solar credits will expire in October, the Board may choose to take more time in order to make the best decision about solar. The CSE said we could request 3 credit extensions. The Board also requested that any proposal that is presented should be analyzed by an independent agency.

Dr. Johnson asked the Board for discussion about criteria that would meet the District's interests, including:

- Aesthetically pleasing structures and designs for elementary schools because these locations are different than colleges or industrial sites ;
- Shade for students
- Enhancement of our curb appeal
- No interference with current or future construction
- Minimal risk of solar proposal to District revenues
- Meets the best interests of the District
- Energy credit eligibility
- Track record of vendor projects, and
- Meeting District's standards.

Member Bartholomew: agrees with the Superintendent's recommendation. He said initially the concept was to purchase a system. The conversation has returned with a project where no investment is needed. Member Bartholomew would like to go back out seeking a PPA and see what responses are received.

Member Burns said he will not support the Superintendent's recommendation. He wants a guaranteed savings. Member Ryan believes that we already have all the proposals we would get if we go back out and will not support the recommendation.

Member Bartholomew moved to close the existing contracts/proposals and proceed with a new request for proposals (RFP). for a new PPA or Hybrid PPA agreement through a new RFP. President El-Hajj would like to see all of the information together in a new RFP instead of getting a little at a time and believes it will level the playing field.

Motion: Bartholomew Second: Carlisle Vote: 3-2 (Burns, Ryan, no)

Member Bartholomew expressed the Board's appreciation for all the information provided by all of the vendors.

Report of Action in Consideration of Student Matters

It was motioned by Member El-Hajj to expel student # 3-08 from the Santee School District from March 25, 2009 to June 18, 2009 for violations of California Education Code Sections 48900 (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and 48900 (k) Disrupted school activities or otherwise willfully defied the valid authority of school personnel engaged in the performance of their duties.

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

- Education Code Section 48915(b)(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others. The facts that support this conclusion are: Student #3-08 entered a school campus under the influence of an unknown substance posing a

physical threat and safety concern for students and staff.

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

- Remain at the current school assigned until June 18, 2009 and complete other items in this Plan.
- Maintain a 3.0 GPA for academic, effort, and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Complete a counseling program by June 1, 2009 for drug and alcohol abuse prevention/treatment. If the student does not attend counseling regularly, parent shall immediately notify the school administration.
- Not participate in end-of-year special eighth grade activities.
- Remain free of illegal substances and participate in a random drug & alcohol testing program at least once a week.
- If the student is found to be under the influence or tests positive on the random drug/alcohol testing, the student will be immediately expelled without further Board action.
- The student will attend Juvenile Hall Open House on May 2, 2009 and present verification of attendance.
- Complete all elements of this Rehabilitation Plan by June 15, 2009 and present documentation to verify completion.

The student's parent must meet with the Coordinator of Student Behavior by April 1, 2009 to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

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

I. ADJOURNMENT

The March 25, 2009, special meeting was adjourned at 10:30 p.m.

Consent Item E.1.2.
Prepared by Dr. Lis Johnson
April 21, 2009

Approval of Memorandum of Understanding
with the Classroom of the Future Foundation

BACKGROUND:

The Classroom of the Future Foundation (CFF) representatives approached the Santee School District months ago and shared with the Superintendent that they were impressed by our work with the twenty-first century skills vision and Project Based Learning (PBL). The CFF's criteria for innovative instruction were fulfilled by our on-going professional development of teachers through SEEDs at UCLA and most essentially "information literacy" and project development instruction. Since the inception of professional development at SEEDs, Santee has trained approximately 40 teachers district wide. The challenge however is to sustain the efforts, deepen the standards based academic integration with digital tools, and continuously expand our repertoire of teachers developing instructional delivery models that support this type of teaching and learning. We wish to develop world class instructional environments where students achieve at a high level, beyond the CST API goals, and that support the strategic planning goals the Board approved. We wish to offer our students rigorous engaging learning experiences that "prepare students for their futures and not our pasts". (Alan November)

Twenty-first century learning means the teacher is no longer the sage on the stage but the guide on the side with the resource tools facilitating learning. Twenty-first century classrooms means that students will use their science and social studies learning to engage in critical inquiry as they learn the academic concepts at their grade level. As this learning proceeds, digital tools will be available so students can do research and deliver effective and visually compelling presentations to audiences using the tools of the day.

Because UCLA is out of the region of San Diego County and not cost-effective for long-term professional development planning, the District has developed another option for training teachers. Our goal in this training to develop classrooms that facilitate critical inquiry, collaboration, and problem solving while developing academic content that is standards based and integrating digital tools. Using Project Based Learning (PBL) unit and lesson designs, many of the same student learning outcomes of twenty-first century learning can be achieved.

CFF wishes to support the Santee School District in its summer professional development series in which the District is using Buck Institute of Education to continue to provide professional development training for our teachers in this area. The Buck Institute is a nationally known educational organization that has offered Project Based Learning training for some 35 years and is an expert in the field. Their trainers will provide training here in the District which is cost-effective.

Through a series of two day workshops, the District is training 35 teachers at grades K-3, 35 teachers at grades 4-6 and 25-30 administrators during the summer months. By the end of the 2009-10 school year, Santee School District hopes to continue to sustain the vision of twenty-first century learning and expand the repertoire of teachers with this expertise in engaging students to learn. CFF has offered to seek funding to pay approximately half of the summer professional development costs. A Memorandum of Understanding has been developed to support this endeavor between the Santee School District and the CFF to mutually support these efforts and to schedule this training.

RECOMMENDATION:

The Superintendent recommends that the Board approve the MOU with the CFF to offer training to some approximately 100 participants this summer. This training aligns with the District's goals to increase the learning opportunities for students and to engage in rigorous learning that prepares them to be critical thinkers, problem solvers, and collaborators. It also prepares our students to deeply understand the standards based academic content of social studies and science and to be able to demonstrate and apply knowledge in presentations to others using appropriate digital tools. By partnering with CFF, the Santee School District can also market its world class education and engage businesses to want to provide support for the learning we offer to students in our classrooms.

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 fiscal impact of professional development for BIE training is approximately \$12, 000 to \$13,000 donated by Classrooms of the Future Foundation and \$11,000- \$12,000 matching funds for the District paid out of the Superintendent's budget.

STUDENT ACHIEVEMENT:

It is anticipated that if the Santee School District sustains the level of rigor in instruction and prepares students academically using digital tools, the District's student achievement will remain competitive and a model for the San Diego educational community.

Motion:		Second:		Vote:		Agenda Item E.1.2.
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MEMORANDUM OF UNDERSTANDING

**Between
Classroom of the Future Foundation
and
Santee School District**

The Project-Based Learning Program includes an innovative partnership between the Santee School District and the Classroom of the Future Foundation (CFF). The purpose of this collaboration is to impart instruction of twenty-first century skills into Santee's classrooms. Skills that students will learn include academic collaboration, critical inquiry, problem solving, life and career skills as well as technology skills. This initiative will be a standards-based academic-focus in content areas of science and/or social studies. Teachers in Santee will develop academic Project-Based Learning (PBL) units and instructional design plans that incorporate digital-media tools into their classrooms.

The Project-Based Learning Program expands the PBL professional development that Santee educators received at the UCLA Lab School (formerly titled Corinne A. Seeds University Elementary School). Santee began this PBL training during the 2004-2005 school year with approximately 40 teachers. At this juncture of the professional development, there is a critical need to organize a systemic method to formalize and integrate project-based instructional strategies into classrooms throughout the Santee District and to sustain these and other twenty-first century instructional methodologies within a five year period K-8.

The district is now positioned to provide the next level of support for teachers through the creation of professional learning communities (PLC) in this area of study. The PLCs will focus on unit design and instructional practices supporting student demonstrated twenty-first century skills. CFF will partner with the Santee District to facilitate creation of professional development with face-to-face meetings, District coaching, and online collaboration via the CFF Communities website to post the production of learning units of study. Project Based Learning lesson design will be used through professional development opportunities to impart the skills teachers will be studying in professional learning communities. Additional instructional strategies will assist teachers in maximizing student engagement and empowerment through a focus on problem solving, critical inquiry, collaboration, and life and career skills. Teachers will learn to deliver these strategies while engaging in curriculum mapping of academic content that weaves in digital tools as appropriate to optimum student learning.

All teachers will learn the following conceptual framework goals about using PBL in classrooms.

1. PBL is a systematic teaching method that engages students in acquiring knowledge and skills through an extended inquiry process structured around complex “big enduring learning ideas”, authentic questions and carefully designed products and tasks (as defined by the *Buck Institute for Education*). These learning tasks will be assessed using research based authentic assessment rubrics.
2. Teachers will learn the tools necessary to engage and empower students to use higher levels of thinking (Bloom’s Taxonomy) in developing academic projects aligned with standards based instruction.
3. Teachers will be engaged using the Professional Learning Community dialogue process to collaborate about “best practices,” lesson design, and unit development.

Memorandum of Understanding

CFF and SSD

Page 2

The following schedule will be implemented June 2009 through June 2010 to achieve these goals.

1. The PBL teacher collaborative will include: A Two-day PBL 101 Workshop for 35 4-6 grade teachers on June 22-June 23, 2009. Workshop Focus: Best practices in project design, assessment and management. This session will be taught by the BIE National Faculty member: Sara Armstrong
2. A Two-day PBL 101 Workshop will be scheduled for 35 K-3 grade teachers for The Pride Academy at Prospect Avenue (PA) and Pepper Drive (PD) on June 24-25, 2009. Workshop Focus: Best practices in project design, assessment and management with BIE National Faculty member: Sara Armstrong
3. A one-day PBL Leadership Workshop will be scheduled for 25-30 administrators. Workshop Focus: Best practices in creating a classroom, school and community infrastructure and culture that allows PBL to flourish and become sustainable in the District. BIE Staff: David Ross, Director of Professional Development will facilitate this session **on August. 18, 2009**
4. One-day follow-ups for the 4-6 grade teachers, 2009-2010 school year will be scheduled. The first one day follow-up workshop will be on a Saturday in the fall 2009 and the workshop focus will be on Digital Storytelling with BIE National Staff.
5. The last one-day follow-up session will be held on a Saturday in the winter 2010 and the workshop focus will be on PBL and Response to Instruction (RTI) with inclusion of students with special needs.
6. Approximately four follow up days during the year will be encouraged to support teacher collegiality, unit production and professional conversations of teachers and leadership. The teacher group will develop lessons for core units of study, integrate standards within lessons, integrate the most effective digital tools, as aligned with ISTE standards, develop resources and produce units to be shared with all participants on line in the spring of the year.

The total cost for the Project Based Learning program is expected to be \$28,000.

Santee School District's Responsibilities:

- Encourage and convene teachers who have a commitment to improve student learning and engagement by participating in a Professional Learning Community to design twenty-first century classrooms and instructional "best practices" that facilitate these student learning outcomes.
- Develop a professional development series using District trainers as well as BIE trainers to deliver the focused standards based academic content in social studies and/or science and facilitate the professional development process, unit development, digital tool integration and posting of units online.
- Organize a resource repository of those lessons and units developed by the teachers in the professional development community and post the units/lessons.
- Schedule ongoing professional development support through coaching by the District to assist with the lesson design, observation, assessment, refinement, teacher reflection and collaboration among teachers.
- Collaborate with an educational agency/consultant to develop the trainer of trainer's model in PBL. (BIE or other consultants.)
- Collect information and statistics to assist in the evaluation of the program. (Potential work with USD graduate students to assist with this activity, as well as with BIE.).

Classroom of the Future Foundation Responsibilities:

- Provide and/or identify financial resources to support teacher release time, professional development activities and participation in the BIE Professional Development Institute. Work with Santee School District and business partners to identify funding for this endeavor. The total cost of the series is \$28,000. Seek to support approximately \$12,000 or more of the funding for this series.
- Create an online CFF Community for project-based learning for the teachers in the program.
- Provide support for creation of podcasts of the project-based learning in the core curriculum areas.
- Work closely with its partners and Santee School District to promote the benefits of the PBL and Professional Development
- Serve as liaison between the district, school and the business community.

San Diego County Office of Education Responsibilities:

- Provide video support for podcasts of model PBL lessons
- Assist in determination of strategies leading to replications of the project to other districts

All partners agree as to their responsibilities and roles as stated above. This MOU covers June 2009 through the June 30, 2010.

So Agreed:

Santee School District

Date

Classroom of the Future Foundation

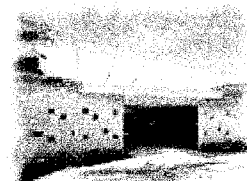
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San Diego County Office of Education

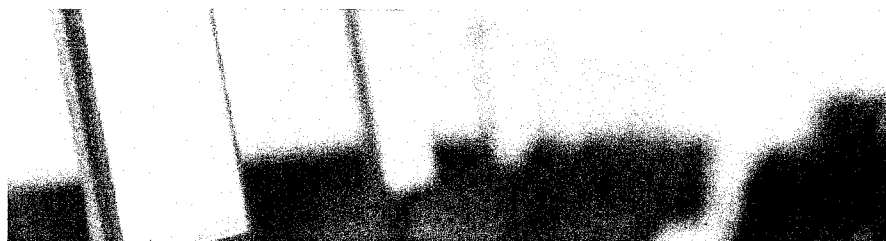
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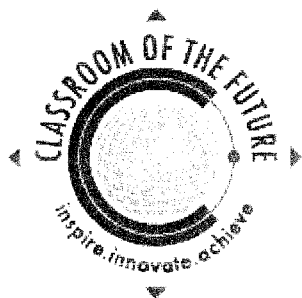
Classroom of the Future Foundation



Home



overview



Business today is buffeted by winds of unprecedented change and an uncertain future. Schools, too, face dizzying changes in the learning environment, education funding, and societal expectations. Teachers struggle to meet curriculum and classroom requirements in the face of an increasingly diverse and fluid student body. Students confront a future made unfathomable by sea changes in technology.

inspire. innovate. achieve.

For hundreds of San Diego County teachers and thousands of students, the Classroom of the Future Foundation (CFF) stands at the convergence of these unprecedented education issues with a unique mission: inspire business leaders and educators to embrace new learning technologies and innovative practices to improve our children's academic achievement.

The Classroom of the Future's defining characteristics — inspire, innovate, achieve — are the foundation of both its mission and vision. These words are the cornerstones of a unique San Diego nonprofit organization intimately involved across the spectrum of the educational process. From innovative web-based learning technology to building teacher consensus on the future educational needs of our children, CFF stands alone as a San Diego County education consensus-builder, facilitator, and galvanizing force of proactive change in the classroom.

Together, we can empower our students to achieve and succeed, first in the classroom and then throughout life as contributors in our community.

Founded in 1997, the success of the Classroom of the Future Foundation has reflected the forward-thinking of business leaders who recognize the value of investing in the next generation of our community. From AT&T to SAIC to Sony to QUALCOMM, business leaders are investing where it produces the greatest return for our community. They are investing in the classroom.

We encourage you to take a stand alongside CFF and help chart the course of education in San Diego County. Involvement options are limited only by the breadth and depth of the challenges and opportunities faced by our children in the classroom. Your investment — treasury, expertise, ideas and more — to CFF will pay dividends that will serve as a legacy for generations to come.

Mission Statement

To advance public education throughout San Diego County by inspiring business leaders and educators to enhance learning technologies and innovative practices that can measurably improve academic achievement.



BUCK INSTITUTE FOR EDUCATION

Overview: About Us

The Buck Institute for Education (BIE) is a non profit research and development organization working to make schools and classrooms more effective through the use of problem and project based learning. BIE creates curriculum and training materials, provides professional development, and conducts and disseminates research. BIE conducts many projects in partnership with other organizations including [WestEd](#), the [National High School Alliance](#), the [Johnson Foundation](#) and the [George Lucas Educational Foundation](#).

Created in 1987, BIE receives permanent funding from the Leonard and Beryl Buck Trust, and funding for specific projects from foundations, schools and school districts, state educational agencies and the federal government. Brief descriptions of BIE program areas appear below.

Project Based Learning (PBL)

BIE conducts [Professional Development](#) workshops for high school teachers and other educators throughout the United States. These workshops prepare participants to design, conduct and assess standards-focused Project Based Learning. Starting with a proven training agenda, we customize these workshops to meet the specific needs of the client teachers and schools.

BIE has published the well-received [Project Based Learning Handbook](#) which is used by educators in 49 states and in 26 other countries including Brazil, China, Hong Kong, Singapore, Malaysia and Kyrgyzstan. The entire *Handbook* can also be [purchased from this website](#) or from [Amazon.com](#). Sections of the *PBL Handbook* are also available for [download](#).

BIE has led the effort to create [www.PBL-Online.org](#), a website that introduces preservice and practicing teachers to Project Based Learning, and coaches them in project planning, project implementation and project assessment.

BIE strongly supports the small high school reform movement. Much of BIE's PBL work assists teachers in small high schools and small learning communities throughout the United States implement Project Based Learning. BIE also convenes educational leaders to consider how to improve pedagogy in small high schools, and issues Briefing Papers on small high school pedagogy.

Problem Based Learning

Rigor and Relevance are guiding principles of today's high school reform movement. *Rigorous* learning results in the deep understanding of essential knowledge and concepts. *Relevant* learning shows students how what they are learning can make a difference in their own lives and the lives of others.

Problem based learning leads students to gain essential knowledge and concepts in the

context of real world problem solving. Students:

- confront a realistic dilemma that, through analysis, investigation, research, and discussion allows for more than one possible solution;
- become intrigued by the problem they are addressing, and motivated to learn the standards-based knowledge that is essential to understanding and solving the problem;
- work with their peers to solve the problem, with coaching from the teacher; and
- demonstrate their new knowledge in authentic formats, often to an external audience.

Most of the [research](#) on problem based learning comes from professional schools (e.g., schools of medicine, nursing and engineering) where conditions are very different from K-12 public schools. However, a problem based approach to curriculum and instruction is frequently a defined component of current school reform models, including the small high schools movement. Unfortunately, there are few appropriate curricular materials available. BIE has helped lead efforts to incorporate the problem based model into high school settings, either as an option within our project based learning materials and training or as sets of units BIE has developed for high school social studies courses.

Problem Based Economics

According to [National Council on Economic Education \(NCEE\)](#), the goal of economics education is to “help students develop the real-life skills they need to succeed: to be able to think and choose responsibly as consumers, savers, investors, citizens, members of the workforce, and effective participants in a global economy.” However, a 1999 survey found that “Half of all American adults receive a failing grade for their knowledge of basic economic concepts” and “High school students across America receive an average grade of 48% for their understanding of basic economic principles. In addition, most teachers are not prepared to teach economics and are discouraged by their teaching experiences, because good instructional materials are often unavailable, and professional development is scanty at best.

The Buck Institute has partnered with university economists and expert teachers to create a well-defined Problem-Based Economics (PBE) curriculum. The units provide clear instructions for covering core content and are introduced with a 2-day workshop led by expert teachers who have used the materials in classrooms. The PBE units address all of the high school standards set forth in the *Voluntary National Content Standards in Economics*, and are also appropriate for introductory-level college courses. Field tests and [ongoing evaluation studies](#) in a variety of classrooms have demonstrated the effectiveness of the units.

PBE works well for diverse students in a variety of school settings – from elite private schools to continuation high schools. There is [evidence](#) that students who do poorly with traditional instruction, suggesting that the curriculum may help close the pervasive “achievement gap” by helping all students, including minorities, benefit from rigorous and engaging curriculum.

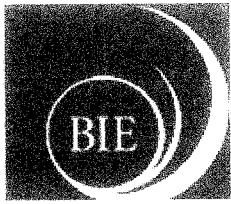
BIE conducts [PBE training workshops](#) for school districts and other educational organizations throughout the United States. Training workshops are also conducted at the Institute’s offices in Novato, California. Problem Based Economics materials and training can also be found at selected [Centers for Economic Education](#) affiliated with the National Council for Economic Education and located at colleges and universities throughout the United States. Problem Based Economics materials can also be purchased or downloaded from [this website](#).

Using design principles tested and refined in the creation of the Problem Based Economics units, BIE has created six [Problem Based Government curriculum units](#) for use in high school and community college classrooms. These units align with key high school content standards set forth by the states and in the [National Standards for Civics and Government](#), and encourage students to learn problem-solving skills at the same time they develop a deep understanding of American political institutions and government.

For many students, such understanding is sorely needed. In 1998 the [National Assessment of Educational Progress \(NAEP\)](#) evaluated twelfth-grade students' knowledge of civics and American government, and discovered that 35% of students tested did not have a basic understanding of the principles and institutions on which democracy in the United States is based.

BIE conducts [PBG training workshops](#) for school districts and other educational organizations throughout the United States. Training workshops are also conducted at the Institute's offices in Novato, California. Problem Based Government materials can be [purchased](#) or [downloaded](#) from this website.

Research and Evaluation BIE's current research focuses on the impact of [Problem Based Economics](#) and [technology](#) on student learning, and the impact and implementation of [Project Based pedagogy](#). [Past research](#) on other topics is also available.



BUCK INSTITUTE FOR EDUCATION

Overview: Project Based Learning

BIE has developed a specific PBL model which draws on:

- the experiences of teachers who successfully use PBL in their classrooms,
- recent research on student learning, and
- instructional models that incorporate authentic assessments, community-based education, service-learning, internships, or career academy curriculum.



Our model assumes that teachers and students will be most successful in carrying out Project Based Learning if careful attention is given to developing an engaging, student-focused culture on the classroom.

BIE has published a [Project Based Learning Handbook](#) that offers a comprehensive overview of PBL and a detailed planning model for teachers. The [introduction](#) to the handbook contains information on the history and philosophy of PBL.

We have also partnered with others to create [PBL-Online.org](#) , a free online professional development resource.

BACKGROUND:

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

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

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

A list of travel and professional staff events that have been approved by the immediate administrative supervisor will be presented for the Board's review and ratification on a monthly basis at the second Board meeting of each month. Included on the report are dates, names of meetings and locations, and either categorical, grant, or general funding sources that support such travel.

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The estimated travel expenses are \$2,248, plus \$105 in substitute costs, 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.

Board Travel Report - April 21, 2009									
Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel	
Monday, 03/30/09	JoAnn Schultz	CPJH	Confronting Cyberbullying	San Diego	\$0	\$20	SLIB	This workshop provided strategies to prevent and confront cyberbullying.	
Friday, 04/24/09	Julie Powell	CO	Grant Writing Made Easy	SDCOE	\$105	\$95	Fundraiser Donations	This workshop will provide resources to assist with writing grant applications and accessing supplemental monies for technology.	
Travel Requests (overnight, out-of-State, and/or air travel) Submitted for Board Approval									
Sun-Mon, 05/17/09 - 05/18/09	Barbara Ryan	Board	CSBA Delegate Assembly	Sacramento	\$0	\$833	Board	As a CSBA Delegate, Member Ryan will attend the CSBA May Delegate Assembly meeting.	
Mon-Thurs, 05/18/09 - 05/21/09	Bernard Yeo Matt Marsman	TCS TCS	Interop 2009	Las Vegas	\$0 \$0	\$0 \$0	N/A N/A	The Interop 2009 conference will showcase the latest technology solutions and applications for education as well as a focus on cloud computing, security, and compliance zone and mobility.	
Sun-Wed, 06/28/09 - 07/01/09	Laura Spencer Katy Hammack Gillian Ryan	Ed Services PD PD	National Education Computing Conference	Washington, D.C.	\$0 \$0 \$0	*650 *650 **\$0	Superintendent Budget Superintendent Budget	This conference will focus on integrating technology standards across the curricula and into assessment practices and developing strategies to boost learning for all students. *Ms. Spencer and Ms. Hammack's conference registration of \$206 each will be paid with Microsoft voucher funds and lodging accommodations will be paid by Tech 4 Learning. Remaining expenses are \$650 each and will be paid from the Superintendent's budget. **Ms. Ryan's travel expenses will be paid in full by Tech 4 Learning.	

Consent Item E.2.2. Approval/Ratification of Expenditure Warrants
 Prepared by Bill Clark
 April 21, 2009

BACKGROUND:

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

Commercial Warrants issued for the period of March 2009:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
03/06 General	12-605852 TO 12-617688	\$290,668.02
09 00	N/A	\$0.00
12 06	12-605881 TO 12-612715	\$1,021.36
13 00	12-605883 TO 12-617689	\$68,827.34
14 00	N/A	\$0.00
21 09	N/A	\$0.00
21 39	12-605894 TO 12-617698	\$2,851,636.59
25 18	12-608340 TO 12-614530	\$2,353.02
25 38	12-608342 TO 12-608342	\$6,775.06
30 00	12-605897 TO 12-616186	\$1,522.70
		\$3,222,804.09

Student Body Warrants issued for the period of March 2009:

\$3,932.85

Payroll Warrant #'s beginning #10-510724 through #10-511469 and #10-692235 through #10-692431

<u>Fund #/Name</u>	<u>Amount</u>
03 00	\$2,895,739.61
06 00	\$1,125,338.39
12 06	\$22,501.26
13 00	\$68,216.94
25-18	\$0.00
63 00	\$122,271.68
\$4,234,067.88	

RECOMMENDATION:

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

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$7,460,804.82 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

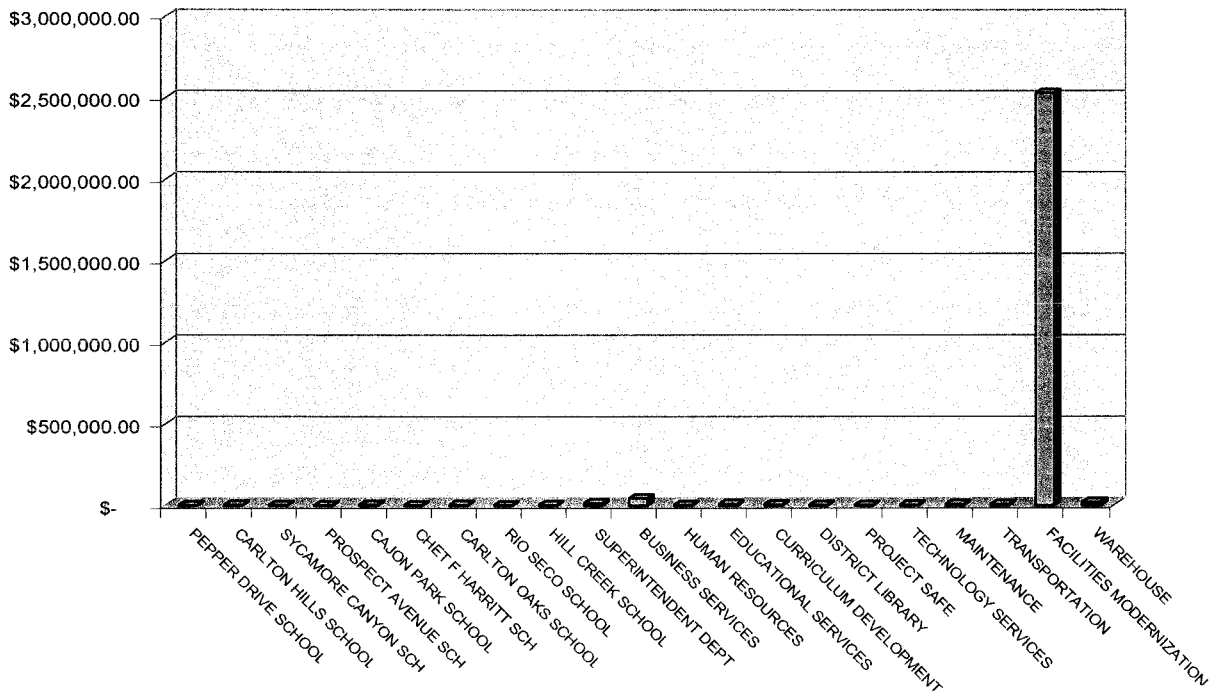
This is a fiscal item. All fiscal resources impact student achievement.

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.

PURCHASE ORDER REPORT
March 2009



The Facilities Modernization purchase orders include payments to Tritipo Architect for Phase 2 work.

RECOMMENDATION:

Administration recommends approval of purchase orders #081427 through #081545 issued March 1, 2009 through March 31, 2009.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of \$2,646,444.27 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.

LOCATION LIST 2008-09

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 EXCEEDED BY 10%
FROM 3/01/09 THROUGH 3/31/09**

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
080234	7/28/2009	03-00	IKON OFFICE SOLUTIONS COPIER USAGE	003	ORIGINAL AMOUNT OF ANNUAL INCREASED AMOUNT	\$650.00 \$500.00
					NEW TOTAL	\$1,150.00
081346	2/13/2009	06-00	SDCOE REGISTRATION FEES	004	ORIGINAL AMOUNT OVER 10%	\$15.00 \$15.00 \$30.00
081412	2/23/2009	03-00	DEMCO PRICE INCREASE	010	ORIGINAL AMOUNT OVER 10%	\$79.33 \$27.40 \$106.73
081487	3/19/2009	03-00	VAVRINEK, TRINE, DAY, LLP AUDIT SERVICES	097	ORIGINAL AMOUNT OVER 10%	\$4,500.00 \$2,300.00 \$6,800.00

081541	3/30/2009	6	TROXELL COMMUNICATIONS INC	LAMP REPLACEMENT - CFH	\$	327.11	007	CHET F HARRITT SCH
081480	3/19/2009	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	81.37	007	CHET F HARRITT SCH
				TOTAL	\$	408.48		CHET F HARRITT SCH
081538	3/26/2009	3	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	\$	95.00	008	CARLTON OAKS SCHOOL
081527	3/26/2009	3	UNITED HEALTH SUPPLIES					
				TOTAL	\$	101.50	008	CARLTON OAKS SCHOOL
081481	3/19/2009	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	104.15	008	CARLTON OAKS SCHOOL
081459	3/13/2009	3	DUTCH MILL BULBS	6TH GRADE CAMP FUNDRAISER - CO	\$	465.00	008	CARLTON OAKS SCHOOL
081442	3/5/2009	3	6 JUNIOR ACHIEVEMENT	ADMISSIONS	\$	2,034.00	008	CARLTON OAKS SCHOOL
081440	3/5/2009	3	BECHTHOLD PUBLICATIONS	CLASSROOM MATERIALS	\$	24.75	008	CARLTON OAKS SCHOOL
081435	3/3/2009	6	TROXELL COMMUNICATIONS INC	PROJECTOR BULBS - CO	\$	270.79	008	CARLTON OAKS SCHOOL
				TOTAL	\$	3,095.19		CARLTON OAKS SCHOOL
081479	3/19/2009	3	MAINTEX INC	CUSTODIAL SUPPLIES	\$	374.97	009	RIO SECO SCHOOL
081431	3/3/2009	3	SCHOLASTIC INC	CLASSROOM MATERIALS	\$	158.55	009	RIO SECO SCHOOL
				TOTAL	\$	533.52		RIO SECO SCHOOL
081484	3/19/2009	3	LIBRARY VIDEO COMPANY	LIBRARY DVD'S - HC	\$	434.54	010	HILL CREEK SCHOOL
081483	3/19/2009	3	WOLVERINE SPORTS	P. E. EQUIPMENT	\$	342.65	010	HILL CREEK SCHOOL
081443	3/5/2009	3	RENAISSANCE LEARNING INC	CLASSROOM MATERIALS	\$	170.43	010	HILL CREEK SCHOOL
				TOTAL	\$	947.62		HILL CREEK SCHOOL
081428	3/2/2009	3	LEADERSHIP ASSOCIATES	SUPERINTENDENT SEARCH SVCS	\$	11,500.00	062	SUPERINTENDENT DEPT
081427	3/2/2009	6	JAM SCHOOL CONSULTATION SVCS	CONSULTATION SERVICES	\$	1,500.00	062	SUPERINTENDENT DEPT
				TOTAL	\$	13,000.00		SUPERINTENDENT DEPT
081488	3/19/2009	3	LIFE INSURANCE COMPANY OF THE	403B CONTRIBUTION	\$	1,000.00	064	BUSINESS SERVICES
081487	3/19/2009	3	VAVRINEK, TRINE, DAY & CO LLP	AUDIT SERVICES	\$	6,800.00	064	BUSINESS SERVICES
081468	3/13/2009	25	18 CAPITOL PUBLIC FINANCE GROUP	CONSULTING - GO BONDS	\$	800.00	064	BUSINESS SERVICES
081467	3/13/2009	21	39 BOWIE, ARNESON, WILES &	LEGAL SERVICES	\$	750.20	064	BUSINESS SERVICES
081466	3/13/2009	3	SANTEE SCHOOL DISTRICT	PROP CLAIM DISBURSEMENTS	\$	683.82	064	BUSINESS SERVICES
081465	3/13/2009	3	FEDERAL EXPRESS CORPORATION	OVERNIGHT EXPRESS MAIL	\$	470.94	064	BUSINESS SERVICES
081464	3/13/2009	3	MISSION FEDERAL CREDIT UNION	QUARTERLY SERVICE CHARGE	\$	3,191.51	064	BUSINESS SERVICES
081463	3/13/2009	3	OFFICE DEPOT INC	OFFICE SUPPLIES - DO	\$	68.65	064	BUSINESS SERVICES
081462	3/13/2009	3	KEENAN & ASSOCIATES	PROP LIABILITY CLAIMS	\$	3,500.00	064	BUSINESS SERVICES
081461	3/13/2009	3	FAGEN FRIEDMAN & FULFROST	LEGAL SERVICES	\$	25,000.00	064	BUSINESS SERVICES
081457	3/10/2009	3	OPPENHEIMER FUNDS	WARRANT REPLACEMENT	\$	400.00	064	BUSINESS SERVICES
081437	3/3/2009	3	CARRIE BAUERS	REPLACEMENT WARRANT	\$	274.21	064	BUSINESS SERVICES
081429	3/2/2009	3	FRANKLIN/TEMPLETON TRUST CO	403B EMPLOYEE CONTRIBUTION	\$	100.00	064	BUSINESS SERVICES
				TOTAL	\$	43,039.33		BUSINESS SERVICES
081544	3/30/2009	6	DEAF COMMUNITY SERVICES OF	INTERPRETER SVCS - PD	\$	150.00	065	HUMAN RESOURCES
081536	3/26/2009	3	SANDY HARRIS	REIMBURSEMENT OF COBRA PYMT	\$	103.16	065	HUMAN RESOURCES
081535	3/26/2009	3	DENISE STEFANSON	REIMBURSEMENT OF COBRA PYMTS	\$	62.53	065	HUMAN RESOURCES
081490	3/20/2009	3	ACSA	POSTING FOR SP ED/PUPIL SVCS	\$	330.00	065	HUMAN RESOURCES
081474	3/17/2009	3	SCANTRON CORPORATION	TESTING FORMS	\$	80.60	065	HUMAN RESOURCES
081472	3/16/2009	3	CASBO PROFESSIONAL DEVELOPMENT	ASST SUPERINTENDENT POSTING	\$	275.00	065	HUMAN RESOURCES
081458	3/10/2009	3	ACSA	SUPERINTENDENT POSTING	\$	330.00	065	HUMAN RESOURCES
				TOTAL	\$	1,331.29		HUMAN RESOURCES
081491	3/23/2009	6	SUNDANCE STAGE LINES	DISNEYLAND TRANSPORTATION	\$	4,850.00	066	EDUCATIONAL SERVICES

081489	3/20/2009	3	JOSEPHSON INSTITUTE OF ETHICS	CHARACTER COUNTS MEMBERSHIP	\$	1,000.00	066	EDUCATIONAL SERVICES
081477	3/18/2009	3	HARLAND TECHNOLOGY SERVICES	ANNUAL MAINT. AGREEMENT	\$	1,368.00	069	EDUCATIONAL SERVICES
				TOTAL	\$	7,218.00		EDUCATIONAL SERVICES
081537	3/26/2009	6	JACKSON PUBLICATIONS	OUTSIDE PRINTING SERVICES	\$	77.04	070	CURRICULUM DEVELOPMENT
081456	3/5/2009	6	MAXIM HEALTHCARE SERVICES	HEALTHCARE SERVICES	\$	840.00	070	CURRICULUM DEVELOPMENT
081455	3/5/2009	6	MAXIM HEALTHCARE SERVICES	HEALTHCARE SERVICES	\$	3,360.00	070	CURRICULUM DEVELOPMENT
				TOTAL	\$	4,277.04		CURRICULUM DEVELOPMENT
081448	3/5/2009	6	YELLOW BOOK ROAD	LIBRARY BOOKS - ALL SITES	\$	1,391.45	071	DISTRICT LIBRARY
				TOTAL	\$	1,391.45		DISTRICT LIBRARY
081460	3/13/2009	6	KELLY'S FAMILY FITNESS	FITNESS PROGRAM FOR ASES	\$	1,250.00	072	PROJECT SAFE
081439	3/5/2009	6	NOBLE CRAVER II	GUITAR LESSONS - ASES PROGRAM	\$	400.00	072	PROJECT SAFE
				TOTAL	\$	1,650.00		PROJECT SAFE
081540	3/30/2009	3	EDUCATIONAL RESOURCES INC	SOFTWARE LICENSES - CP	\$	1,075.61	073	TECHNOLOGY SERVICES
081486	3/19/2009	6	TROXELL COMMUNICATIONS INC	PROJECTOR BULB - CH	\$	270.79	073	TECHNOLOGY SERVICES
081476	3/18/2009	6	EDUCATIONAL RESOURCES INC	SOFTWARE LICENSES	\$	97.78	073	TECHNOLOGY SERVICES
081473	3/17/2009	3	CASBO PROFESSIONAL DEVELOPMENT	REGISTRATION FEES	\$	345.00	073	TECHNOLOGY SERVICES
081438	3/3/2009	6	EDUCATIONAL RESOURCES INC	SOFTWARE LICENSE - PA	\$	89.02	073	TECHNOLOGY SERVICES
				TOTAL	\$	1,878.20		TECHNOLOGY SERVICES
081534	3/26/2009	6	MEACOR SIGNS	PAINT SUPPLIES - CP	\$	71.12	075	MAINTENANCE
081533	3/26/2009	6	LAKESIDE EQUIPMENT SALES AND	GROUNDS AGREEMENTS	\$	1,026.10	075	MAINTENANCE
081525	3/24/2009	6	FERGUSON ENTERPRISES INC	PLUMBING SUP'S-CENTRAL KITCHEN	\$	233.70	075	MAINTENANCE
081524	3/24/2009	6	FERGUSON ENTERPRISES INC	PLUMBING SUPPLIES - CP	\$	224.25	075	MAINTENANCE
081511	3/24/2009	6	BETTY E. TENNESE	VANDALISM - PA RM 11	\$	284.02	075	MAINTENANCE
081510	3/24/2009	6	TRANE U.S. INC.	HVAC CONTRACT SERVICES - PD	\$	630.32	075	MAINTENANCE
081509	3/24/2009	6	TRANE U.S. INC.	HVAC CONTRACT SVCS - PA	\$	473.32	075	MAINTENANCE
081508	3/24/2009	6	ARI ALLIED REFRIGERATION INC	HVAC SUPPLIES - PA	\$	46.80	075	MAINTENANCE
081507	3/24/2009	6	JOHNSTONE SUPPLY	HVAC SUPPLIES - PA	\$	45.47	075	MAINTENANCE
081506	3/24/2009	6	ARI ALLIED REFRIGERATION INC	HVAC SUPPLIES - PD	\$	187.60	075	MAINTENANCE
081505	3/24/2009	3	GRAYBAR ELECTRIC COMPANY INC	LIGHT BULBS - ALL SITES	\$	733.69	075	MAINTENANCE
081504	3/24/2009	6	GREENBRIER LAWN & TREE EXPERT	TREE TRIMMING SERVICES - CP	\$	1,640.00	075	MAINTENANCE
081482	3/19/2009	6	SPEEDY ANIMAL CONTROL	AGREEMENTS - CFH	\$	125.00	075	MAINTENANCE
081449	3/5/2009	25 18	AMERICAN FENCE COMPANY	MOD. FENCING - CFH	\$	60.00	075	MAINTENANCE
081447	3/5/2009	6	THE HVAC EXCHANGE INC	HVAC SVCS - CP	\$	665.00	075	MAINTENANCE
081446	3/5/2009	6	ARI ALLIED REFRIGERATION INC	HVAC SUPPLIES - HC	\$	27.90	075	MAINTENANCE
081434	3/3/2009	6	LAKESIDE LAND COMPANY	GROUNDS SUPPLIES - RS	\$	139.51	075	MAINTENANCE
081433	3/3/2009	6	CITY ELECTRIC SUPPLY COMPANY	ELECTRICAL SUPPLIES - PD	\$	65.23	075	MAINTENANCE
081432	3/3/2009	6	LAKESIDE LAND COMPANY	GROUNDS SUPPLIES - RS	\$	141.84	075	MAINTENANCE
				TOTAL	\$	6,820.87		MAINTENANCE
081523	3/24/2009	6	COUNTY MOTOR PARTS CO INC	BUS MAINTENANCE & REPAIRS	\$	185.89	076	TRANSPORTATION
081522	3/24/2009	6	KIRKS RADIATOR	TRUCK REPAIRS	\$	950.87	076	TRANSPORTATION
081521	3/24/2009	6	PETROLEUM P.E.T.S.	AGREEMENTS	\$	215.00	076	TRANSPORTATION
081520	3/24/2009	6	A-Z BUS SALES, INC.	BUS MAINTENANCE & REPAIRS	\$	118.68	076	TRANSPORTATION
081519	3/24/2009	6	ROGER DANIELS'S ALIGN & BRAKE	BUS MAINTENANCE & REPAIRS	\$	55.44	076	TRANSPORTATION
081518	3/24/2009	6	EXPRESS PERFORMANCE CENTER	BUS MAINTENANCE & REPAIRS	\$	937.57	076	TRANSPORTATION

65

081517	3/24/2009	6	DREW FORD	BUS MAINTENANCE & REPAIRS	\$	170.15	076	TRANSPORTATION
081516	3/24/2009	6	BOB BAKER CHEVROLET	BUS MAINTENANCE & REPAIRS	\$	1,235.03	076	TRANSPORTATION
081515	3/24/2009	6	EW TRUCK & EQUIPMENT CO INC	BUS MAINTENANCE & REPAIRS	\$	816.03	076	TRANSPORTATION
081514	3/24/2009	6	PECK'S HEAVY FRICTION INC	BUS MAINTENANCE & REPAIRS	\$	21.54	076	TRANSPORTATION
081513	3/24/2009	6	SCHOOL BUS PARTS COMPANY	BUS MAINTENANCE & REPAIRS	\$	154.76	076	TRANSPORTATION
081512	3/24/2009	6	ABACOR INC	BUS MAINTENANCE & REPAIRS	\$	19.77	076	TRANSPORTATION
					TOTAL	\$	4,880.73	TRANSPORTATION
081543	3/30/2009	6	GEM INDUSTRIAL, INC	CONCRETE FOUNDATION/RAMP-TRANS	\$	5,042.70	077	FACILITIES MODERNIZATION
081542	3/30/2009	25	18 CAPITOL PUBLIC FINANCE GROUP	DEVELOPER FEES STUDY COSTS	\$	7,500.00	077	FACILITIES MODERNIZATION
081532	3/26/2009	6	AUTOMOTIVE SERVICE EQUIPMENT	EQUIP FOR UST REMOVAL	\$	19,433.56	077	FACILITIES MODERNIZATION
081531	3/26/2009	25	18 MAINTEX INC	CUSTODIAL SUPPLIES FOR MOD'S	\$	7,436.72	077	FACILITIES MODERNIZATION
081530	3/26/2009	25	18 RANCHO SANTA FE TECHNOLOGY INC	IDF NETWORK RELOCATION - CP	\$	1,278.29	077	FACILITIES MODERNIZATION
081529	3/26/2009	21	39 WESTERN ENVIRONMENTAL & SAFETY	HAZMAT SAMPLING - HC; PS; CFH	\$	21,524.00	077	FACILITIES MODERNIZATION
081528	3/26/2009	21	39 NINYO & MOORE	GEOTECHNICAL STUDIES - CFH	\$	21,500.00	077	FACILITIES MODERNIZATION
081503	3/24/2009	21	39 PADRE DAM MUNICIPAL WATER	FIRE SERVICE CONST. FEES - HC	\$	13,757.88	077	FACILITIES MODERNIZATION
081502	3/24/2009	21	39 PADRE DAM MUNICIPAL WATER	FIRE SERVICE CONSTR. FEES - PA	\$	21,017.91	077	FACILITIES MODERNIZATION
081501	3/24/2009	21	39 PORTILLO CONCRETE	SYCAMORE CANYON MOD. WORK	\$	678.80	077	FACILITIES MODERNIZATION
081500	3/24/2009	21	39 CROWN FENCE COMPANY	SYCAMORE CANYON MOD WORK	\$	6,098.00	077	FACILITIES MODERNIZATION
081499	3/24/2009	21	39 CULVER-NEWLIN, INC.	TEMP. LIB. SHELVING - PHASE 2	\$	7,447.84	077	FACILITIES MODERNIZATION
081498	3/24/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	PHASE 2-ARCHITECTURAL FEES-PD	\$	344,072.58	077	FACILITIES MODERNIZATION
081497	3/24/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	PHASE 2-ARCHITECTURAL FEES-PD	\$	314,548.60	077	FACILITIES MODERNIZATION
081496	3/24/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	PHASE 2-ARCHITECTURAL FEES-CFH	\$	401,365.00	077	FACILITIES MODERNIZATION
081495	3/24/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	PHASE 2-ARCHITECTURAL FEES-HC	\$	95,990.41	077	FACILITIES MODERNIZATION
081494	3/24/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	PHASE 2-ARCHITECTURAL FEES-HC	\$	425,365.00	077	FACILITIES MODERNIZATION
081454	3/5/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL SVCS - PA	\$	63,679.30	077	FACILITIES MODERNIZATION
081453	3/5/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL SVCS - PA	\$	157,722.05	077	FACILITIES MODERNIZATION
081452	3/5/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL SVCS - CFH	\$	259,528.71	077	FACILITIES MODERNIZATION
081451	3/5/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL SVCS - HC	\$	26,000.00	077	FACILITIES MODERNIZATION
081450	3/5/2009	21	39 TRITTIPO ARCHITECTURE PLANNING	ARCHITECTURAL SVCS - HC	\$	271,052.87	077	FACILITIES MODERNIZATION
081445	3/5/2009	21	39 NINYO & MOORE	GEOTECHNICAL SVCS - CH;CO;RS	\$	38,300.00	077	FACILITIES MODERNIZATION
					TOTAL	\$	2,530,340.22	FACILITIES MODERNIZATION
081539	3/27/2009	3	UNISOURCE CORPORATION	STORES SUPPLIES	\$	13,891.13	078	WAREHOUSE
081526	3/26/2009	3	FERGUSON ENTERPRISES INC	STORES SUPPLIES	\$	3,394.13	078	WAREHOUSE
081475	3/18/2009	3	OFFICE DEPOT INC	STORES SUPPLIES	\$	235.97	078	WAREHOUSE
081545	3/30/2009	3	MAINTEX INC	STORES SUPPLIES	\$	671.71	078	WAREHOUSE
					TOTAL	\$	18,192.94	WAREHOUSE
					TOTAL	\$	2,646,444.27	

Consent Item E.2.4. Approval/Ratification of Revolving Cash Report
Prepared by Bill Clark
April 21, 2009

BACKGROUND:

The Revolving Cash Fund of \$5,000 is used to pay bills which amount to \$200 or less. The process results in prompt payment to vendors and saves costs of processing payments of small amounts through the County Superintendent of Schools.

The attached report of numerical listings by check number include the issue date, name of payee, a general description of items purchased, and the amount of the check.

RECOMMENDATION:

Administration recommends approval of checks #21736 through #21742 on the \$5,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$474.60 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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SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT - \$5,000

Date	Number	Name	Memo	Amount
03/09/09	21736	BOLTON & COMPANY INSURANCE	6TH GRADE CAMP INSURANCE	\$24.00
03/13/09	21737	WAL-MART	LORENE FOSTER CHILDREN'S FUND	\$150.00
03/17/09	21738	SHARP REES-STEALY	LORENE FOSTER CHILDREN'S FUND	\$150.00
03/18/09	21739	WAL-MART	LORENE FOSTER CHILDREN'S FUND	\$60.00
03/25/09	21740	BOLTON & COMPANY INSURANCE	6TH GRADE CAMP INSURANCE	\$42.60
03/25/09	21741	BOLTON & COMPANY INSURANCE	6TH GRADE CAMP INSURANCE	\$18.60
03/25/09	21742	BOLTON & COMPANY INSURANCE	6TH GRADE CAMP INSURANCE	\$29.40

Total Checks Written \$474.60

Total to be Reimbursed \$474.60

Consent Item E.2.5. Acceptance of Donations
 Prepared by Bill Clark
 April 21, 2009

BACKGROUND:

Board of Education policy #3290 specifies that gifts and donations, with a value over \$50, must be officially received by the Board of Education. The following 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 for Student Attendance Tags	\$1,200.00	Brian K. Munday	Cajon Park
TOTAL DONATIONS RECEIVED	\$1,200.00		

RECOMMENDATION:

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

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The donation above is valued at \$1,200.00.

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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Consent Item E.2.6. Approval of Quarterly Financial Disclosure, SB 564
 Prepared by Bill Clark
 April 21, 2009

BACKGROUND:

Effective January 1, 1996, SB 564 was enacted, which requires quarterly disclosure requirements of the investments of all governmental agencies. The chief financial officer of an agency must provide the financial statement received by the local agency from institutions where the local agency has an investment, such as banks, savings and loan associations, credit unions, County Treasury, and Local Agency Investment Funds (LAIF).

Attached are reports reflecting the District's financial investments. The District's funds are invested in the San Diego County Treasury. Accounts are maintained in Mission Federal Credit Union for the Student Body, Revolving Cash, and Cafeteria Funds. The District also has an outstanding Tax and Revenue Anticipation Note (TRANS), and several loans through lending programs. The financial statements for the agencies indicate a positive fiscal position and administration believes the District's investments to be secure.

RECOMMENDATION:

Administration recommends approval of the quarterly report for the period ending December 31, 2008, regarding disclosure of District investments as required by Government Code section 53646 under SB 564.

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 for the quarter ending on December 31, 2008 for the funds of the Santee School District that were invested as provided below and shown in detail on the attached exhibits. This portfolio complies with the current statement of investment policy.

Exhibit A		
San Diego County Treasury Investment Pool		\$6,054,986
Exhibit B		
Other Funds (other than those shown in Exhibit A)		
	Mission Federal	\$3,247,001
	Total	\$9,301,987

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.6.
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District Superintendent
and Board of Education of the
Santee School District

**Quarterly Report of Chief Financial Officer
Regarding Disclosure of District Investments**

Pursuant to Government Code section 53646, you are hereby notified that as of the quarter ending on December 31, 2008 the funds of the Santee School District were invested as provided below and shown in detail on the attached exhibits. This portfolio complies with the current statement of investment policy.

Exhibit A

San Diego County Treasury Investment Pool	\$6,054,986
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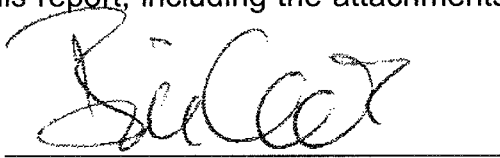
Exhibit B

Other Funds (other than those shown in Exhibit A)

Mission Federal	\$3,247,001
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Total	\$9,301,987
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I, Bill Clark, Chief Financial Officer of the Santee School District, hereby certify that the information contained in this report, including the attachments, is accurate and correct to the best of my knowledge.



March 31, 2009
Date

EXHIBIT A

Investments of the Santee School District

Government Code Section 53646(e)

San Diego County Treasury Investment Pool

The report of the County Treasurer indicates that the San Diego County Treasury Investment Pool will be able to meet the pool's expenditure requirements for the next six months.

Financial Report Attached

Summary Portfolio Statistics

County of San Diego Pooled Money Fund

as of December 31, 2008

	Percent of Portfolio	Book Value	Market Price	Accrued Interest	Market Value	Net Unrealized Gain/(Loss)	Yield to Maturity	Weighted Average Days to Maturity
U S Treasury Notes	5.84%	315,113,031	106.18%	3,023,952	334,487,230	\$19,374,199	4.04%	797
FNMA Discount Notes	8.81%	501,362,201	99.90%	0	504,483,000	\$3,120,799	2.72%	91
Federal Farm Credit Bank Notes	3.49%	194,867,746	102.45%	1,248,597	199,786,500	\$4,918,754	3.54%	763
Federal Home Loan Bank Discount Notes	6.20%	354,361,835	100.00%	0	355,265,813	\$903,978	1.78%	47
Federal Home Loan Bank Notes	17.22%	971,932,504	102.01%	11,035,872	985,577,176	\$13,644,672	2.89%	515
Federal Home Loan Mortg. Corp. Disc Notes	8.54%	486,158,100	99.86%	0	489,062,587	\$2,904,487	1.77%	136
Federal Home Loan Mortg. Corp. Notes	11.22%	633,805,706	101.28%	6,892,080	642,478,668	\$8,672,962	3.85%	835
Fannie Mae	11.62%	657,090,579	102.05%	7,333,142	664,602,708	\$7,512,129	2.74%	360
Corporate Medium Term Notes	1.36%	78,623,881	100.37%	683,854	77,787,250	(\$836,631)	4.06%	724
Asset Backed Notes	0.67%	38,939,043	99.53%	177,970	38,817,600	(\$121,443)	5.42%	136
Bond Fund	0.61%	35,000,000	98.80%	81,238	34,579,560	(\$420,420)	2.44%	1
Money Market Funds	8.00%	458,170,000	100.00%	2,470,988	458,170,000	\$0	0.97%	1
Repurchase Agreements	4.38%	251,143,155	99.94%	628	250,992,468	(\$150,687)	0.09%	2
Negotiable Certificates of Deposit	3.49%	200,000,000	100.00%	113,639	200,005,000	\$5,000	0.98%	28
Commercial Paper	6.98%	399,906,604	99.97%	0	399,897,500	(\$9,104)	0.50%	23
Collateralized/FDIC Certificates of Deposit	1.57%	90,100,000	100.00%	\$191,193	90,100,000	\$0	2.49%	112
Totals for December 2008	100.00%	\$5,666,574,385	101.19%	\$33,253,153	\$5,726,093,070	\$59,518,685	2.40%	332
Totals for November 2008	100.00%	\$4,580,354,802	101.00%	\$28,176,999	\$4,622,325,479	\$41,970,677	2.92%	426
Change From Prior Month		\$1,086,219,583	0.19%	\$5,076,154	\$1,103,767,591	\$17,548,008	(0.52%)	(94)
Portfolio Effective Duration		0.520 years						

	December		Fiscal Year To Date		Calendar Year	
	Return	Annualized	Return	Annualized	To Date Return	Annualized
Book Value	0.206%	2.425%	1.549%	3.072%	3.561%	3.552%
Market Value	0.183%	2.157%	1.350%	2.678%	3.773%	3.763%

COUNTY OF SAN DIEGO TREASURER - TAX COLLECTOR

EXHIBIT B

Investments of the Santee School District

Government Code Section 53646(b)(1)

Other Funds (other than those listed in Exhibit A)

Mission Federal Credit Union

Financial Statement Attached

MISSION FEDERAL CREDIT UNION QUARTERLY DISCLOSURE INFORMATION

DATE	AS OF 9/04	AS OF 12/04	AS OF 3/05	AS OF 6/05
PROJECT SAFE	\$205,721.90	\$167,389.64	\$151,841.66	\$219,954.55
CASH CLEARING	\$22,158.87	\$84,461.62	\$57,946.20	\$147,296.84
STUDENT BODY	\$85,828.63	\$92,781.35	\$99,135.83	\$145,333.14
CAFETERIA	\$82,258.95	\$53,576.89	\$83,250.50	\$104,369.14
SUPER REVOLVING	\$9,807.59	\$6,373.16	\$6,585.85	\$7,337.42
REVOLVING	\$5,425.99	\$4,519.97	\$5,108.37	\$3,858.81
TOTAL	\$411,201.93	\$409,102.63	\$403,868.41	\$628,149.90

DATE	AS OF 9/05	AS OF 12/05	AS OF 3/06	AS OF 6/06
PROJECT SAFE	\$594,232.47	\$146,785.46	\$ 813,447.81	\$ 239,506.21
CASH CLEARING	\$193,675.77	\$117,618.00	\$ 254,625.77	\$ 20,369.77
STUDENT BODY	\$114,296.96	\$111,297.55	\$ 124,626.17	\$ 129,520.33
CAFETERIA	\$195,012.33	\$98,051.16	\$ 185,514.18	\$ 2,178.62
SUPER REVOLVING	\$9,992.82	\$7,098.21	\$ 10,376.66	\$ 8,922.15
REVOLVING	\$4,686.29	\$5,031.36	\$ 5,537.58	\$ 5,744.04
TOTAL	\$1,111,896.64	\$485,881.74	\$1,394,128.17	\$406,241.12

DATE	AS OF 9/06	AS OF 12/06	AS OF 3/07	AS OF 6/07
PROJECT SAFE	\$245,696.10	\$251,618.76	\$ 706,556.45	\$ 160,516.41
CASH CLEARING	\$61,332.95	\$173,062.99	\$ 238,874.03	\$ 13,985.22
STUDENT BODY	\$90,816.48	\$79,724.23	\$ 84,875.84	\$ 124,223.40
CAFETERIA	\$108,506.01	\$55,189.98	\$ 299,893.57	\$ 1,841.40
SUPER REVOLVING	\$5,086.61	\$9,512.04	\$ 9,529.59	\$ 8,167.71
REVOLVING	\$5,192.75	\$4,929.20	\$ 4,592.89	\$ 3,800.00
TOTAL	\$516,630.90	\$574,037.20	\$1,344,322.37	\$312,534.14

DATE	AS OF 09/07	AS OF 12/07	AS OF 03/08	AS OF 06/08
PROJECT SAFE	\$716,809.88	\$1,242,846.25	\$ 1,746,461.37	\$ 276,976.22
CASH CLEARING	\$289,840.00	\$452,617.21	\$ 504,324.31	\$ 20,350.73
STUDENT BODY	\$89,595.40	\$67,958.00	\$ 76,787.24	\$ 54,051.02
CAFETERIA	\$154,554.08	\$365,123.00	\$ 567,432.29	\$ 30,079.18
SUPER REVOLVING	\$9,209.69	\$9,209.69	\$ 10,111.27	\$ 10,130.67
REVOLVING	\$1,549.27	\$4,628.30	\$ 2,645.50	\$ 1,975.63
TOTAL	\$1,261,558.32	\$2,142,382.45	\$2,907,761.98	\$393,563.45

DATE	AS OF 09/08	AS OF 12/08	AS OF 03/09	AS OF 06/09
PROJECT SAFE	\$900,457.36	\$1,286,945.33		
CASH CLEARING	\$397,593.89	\$1,544,414.83		
STUDENT BODY	\$51,623.06	\$60,791.18		
CAFETERIA	\$131,721.75	\$342,291.60		
SUPER REVOLVING	\$200.67	\$10,147.67		
REVOLVING	\$6,239.50	\$2,410.74		
TOTAL	\$1,487,836.23	\$3,247,001.35	\$0.00	\$0.00



Mission Federal Credit Union
Comparative Financial Condition for Period Ending
December 31, 2008

(\$ in Thousands)

ASSETS		Dec 2008	Nov 2008	LIABILITIES & EQUITY		Dec 2008	Nov 2008
LOANS				DEPOSITS			
Auto Loans		\$406,054	\$401,966	Savings		\$116,123	\$117,845
Other Consumer Loans		11,548	11,741	Money Market		456,190	452,550
Student Loans		348	353	Interest Checking		231,547	247,522
Line of Credit		15,322	15,327	Non-Interest Checking		47,707	49,108
Visa		127,563	124,323	Retirement Savings		26,516	26,238
HELOCs & 2nd TD RE Loans		156,131	155,702	Retirement Certificates		101,610	100,952
1st TD Variable RE Loans		12,075	12,444	Regular Certificates		578,884	568,419
1st TD Fixed/Adj RE Loans		330,832	329,774	Total Member Deposits		\$1,558,577	\$1,562,635
1st TD Fixed RE Loans		170,461	167,907	Non-Member Deposits		0	0
Comm RE and MBL		56,005	56,061	TOTAL DEPOSITS		\$1,558,577	\$1,562,635
Total Member Loans		\$1,286,339	\$1,275,597	BORROWED FUNDS		\$119,350	\$233,080
Purchased Loans - SPL		1,109	3,642	OTHER LIABILITIES			
Purchased Loans - Other		20,545	20,986	Accounts Payable		\$13,738	\$10,758
TOTAL LOANS		\$1,307,993	\$1,300,225	Dividend Payable		8	3,779
Allowance for Loan Losses		(\$21,601)	(\$21,372)	Other Liabilities		5,735	9,969
NET LOANS		\$1,286,392	\$1,278,852	TOTAL OTHER LIABILITIES		\$19,481	\$24,507
INVESTMENTS				EQUITY		\$188,238	\$192,272
Investments		\$527,210	\$666,940	<div style="border: 1px solid black; padding: 5px;"> <p>We certify, to the best of our knowledge and belief, this statement and the related statements are true and correct and present fairly the financial results of operations for the periods covered.</p> <p>Treasurer: <i>Dr. Lupe Buell</i> Board of Director</p> </div>			
AFS Investment Market Valuation		(2,308)	(3,121)				
NET INVESTMENTS		\$524,901	\$663,819				
CASH		\$27,066	\$20,602				
OTHER ASSETS							
Accounts Receivable		\$458	\$694				
Prepaid Expense		958	973				
Accrued Income		9,899	11,013				
Fixed Assets		21,766	21,696				
Other Assets		14,205	14,845				
TOTAL OTHER ASSETS		\$47,287	\$49,220				
TOTAL ASSETS		\$1,885,646	\$2,012,494	TOTAL LIABILITIES & EQUITY		\$1,885,646	\$2,012,494

Consent Item E.2.7. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement

Prepared by Bill Clark
April 21, 2009

BACKGROUND:

The Williams Settlement requires school districts to submit quarterly reports to the San Diego County Office of Education (SDCOE) on complaints each district has received related to instructional materials, emergency facilities issues, and teacher vacancies and mis-assignments beginning with the quarter ending March 31, 2009. The report must include the number of complaints in each area that have been received, resolved, and unresolved. The report must be publicly reported on a quarterly basis at a regularly scheduled meeting of the district's governing board (Ed Code § 35186(d)) and is due to SDCOE thirty (30) days following the close of each quarter.

SANTEE SCHOOL DISTRICT Uniform Complaint Quarterly Report January 1, 2009 through March 31, 2009			
	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Mis-assignment	0	0	0
Total	0	0	0

RECOMMENDATION:

It is recommended that the Board of Education approve the Uniform Complaint Report for the quarter ending March 31, 2009 and authorize administration to submit the report to SDCOE.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

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

STUDENT ACHEIVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.2.7.
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Consent Item E.2.8. Approval/Ratification of Agreement between Santee School District and the County of San Diego for Participation in the 800MHz Regional Communications System (RCS)

Prepared by Bill Clark
April 21, 2009

BACKGROUND:

The Board of Education authorized a FCMAT study to evaluate District transportation services. The study found the District could benefit from renegotiation of its regional communication radio services costs. FCMAT team member Tim Purvis serves on the communication system Board and advocated for a rate reduction on behalf of the District. The regional Board agreed. The District expects to save approximately \$28,000 annually under the new agreement. Daryl Asprion worked closely with Mr. Purvis to provide information and secure the reduced rates.

RECOMMENDATION:

It is recommended that the Board of Education provide approval to enter into an agreement between the District and the County of San Diego for participation in the 800MHz regional communications system (RCS).

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The District expects to save approximately \$28,000 annually under the new contract.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item E.2.8.

**COUNTY OF SAN DIEGO
STATE OF CALIFORNIA**

**AGREEMENT BETWEEN
SANTEE SCHOOL DISTRICT
AND THE COUNTY OF SAN DIEGO**

PARTICIPATION IN THE 800 MHz REGIONAL COMMUNICATIONS SYSTEM (RCS)

This Agreement is between SANTEE SCHOOL DISTRICT (SANTEE SCHOOL) and the COUNTY OF SAN DIEGO (COUNTY) for full partnership and use of the 800 MHz Regional Communications System (RCS).

1. SANTEE SCHOOL agrees to pay \$4,500 per radio on the system for full partnership in the RCS. SANTEE SCHOOL has made a payment of \$225,000 to the COUNTY for fifty (50) radios. (Infrastructure payments were made by SANTEE SCHOOL as RCS Customers beginning in 2001 and payments were deposited monthly to the RCS Trust Fund.)
2. SANTEE SCHOOL agrees to participate with the RCS in accordance with the terms and conditions set forth in the RCS 1995 Memorandum of Agreement (Attachment A) except otherwise provided by this contract; however, SANTEE SCHOOL shall not have a right to representation on the Board of Directors of the RCS.
3. SANTEE SCHOOL agrees to pay a per radio, per month fee for its share of the RCS network operating costs as determined annually by the RCS Board of Directors (Attachment B).



Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

Santee School District

Date: 3/17/09

By [Signature]

Title: [Signature]

65% Savings
or 25000 annual Savings
(Low member rate)

In witness whereof, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors

Fire Chief Kevin Crawford
City of Carlsbad Fire Department
RCS Chairman

Date:

APPROVAL:
County of San Diego

Thomas J. Pastuszka
Clerk of the Board of Supervisors

Date:

Approved as to form:
Office of the County Counsel
William D. Smith

BY: _____

Date:

APPROVAL:
Santee School District



Print Name/Signature

Title: CBO (law member
Route)
Date: 3/17/09

Point of Contact: 619/456-5000

Consent Item E.3.1.

Adoption of Resolution Dedicating Easement to
Padre Dam Municipal Water District

Prepared by Bill Clark
April 21, 2009

BACKGROUND:

Based on a review of historical records, the District learned that the easement permitting access to service and repair the sewer line located at and adjacent to the Chet F. Harritt School site was never transferred to the Padre Dam Municipal Water District. Transfer / Dedication of the easement will allow Padre Dam MWD to service and maintain the sewer line. District legal counsel has reviewed the easement document and has found no problems. The process for dedicating the easement is:

- Adoption of Resolution of Intention to Dedicated Easement to Padre Dam Municipal Water District (March 17, 2009)
- Notice of Public Hearing Posted and Advertised at least 10 days prior to Dedication of Easement (no later than April 10, 2009)
- Public Hearing (April 21, 2009)
- Adoption of Resolution to Dedicate Easement to Padre Dam MWD (April 21, 2009).

Padre Dam officials have requested that the school district not place school buildings over the sewer line in the future so appropriate maintenance can occur. The District is more than willing to make that agreement for the future.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution #0809-38 Dedicating Easement to Padre Dam MWD.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

There is no fiscal impact to the District.

STUDENT ACHIEVEMENT IMPACT:

This is a facilities item.

Motion:

Second:

Vote:

Agenda Item E.3.1.

**BEFORE THE GOVERNING BOARD
OF THE
SANTEE SCHOOL DISTRICT**

**RESOLUTION #0809-38
DEDICATING EASEMENT TO
PADRE DAM MUNICIPAL WATER
DISTRICT**

WHEREAS, Education Code section 17556 authorizes the Governing Board to dedicate easements to local public agencies for sewer purposes; and

WHEREAS, on March 17, 2009, this Board adopted by a two-thirds vote a Resolution of Intention to dedicate an easement for sewer purposes to the Padre Dam Municipal Water District and set April 21, 2009 as the date for a public hearing to be held regarding the dedication of said easement; and

WHEREAS, notice of said public hearing was duly posted and published as required by law; and

WHEREAS, on April 21, 2009, the Board held a public hearing on the question of dedicating the easement; and

WHEREAS, the Board deems it to be in the best interests of the Santee School District to dedicate said easement;

NOW, THEREFORE, the Board hereby resolves to dedicate to the Padre Dam Municipal Water District for sewer purposes the following real property belonging to the District:

THAT PORTION OF THAT TRACT OF LAND DESIGNATED AS "TOWNSITE" IN BLOCK "E" OF FANITA RANCHO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 688 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1891. THE EASEMENT AREA IS FULLY DESCRIBED IN EXHIBIT "A" AND MADE PART HEREOF.

BE IT FURTHER RESOLVED that the President of the Governing Board is authorized to execute an appropriate Grant of Easement to carry out this dedication and to cause the Grant of Easement to be delivered to the Padre Dam Municipal Water District.

ADOPTED by the Governing Board of the Santee School District on April 21, 2009, by the following vote, consisting of at least two-thirds of the membership of this Board.

Ayes:
Notes:
Absent:

SANTEE ELEMENTARY SCHOOL DISTRICT

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

ATTEST:

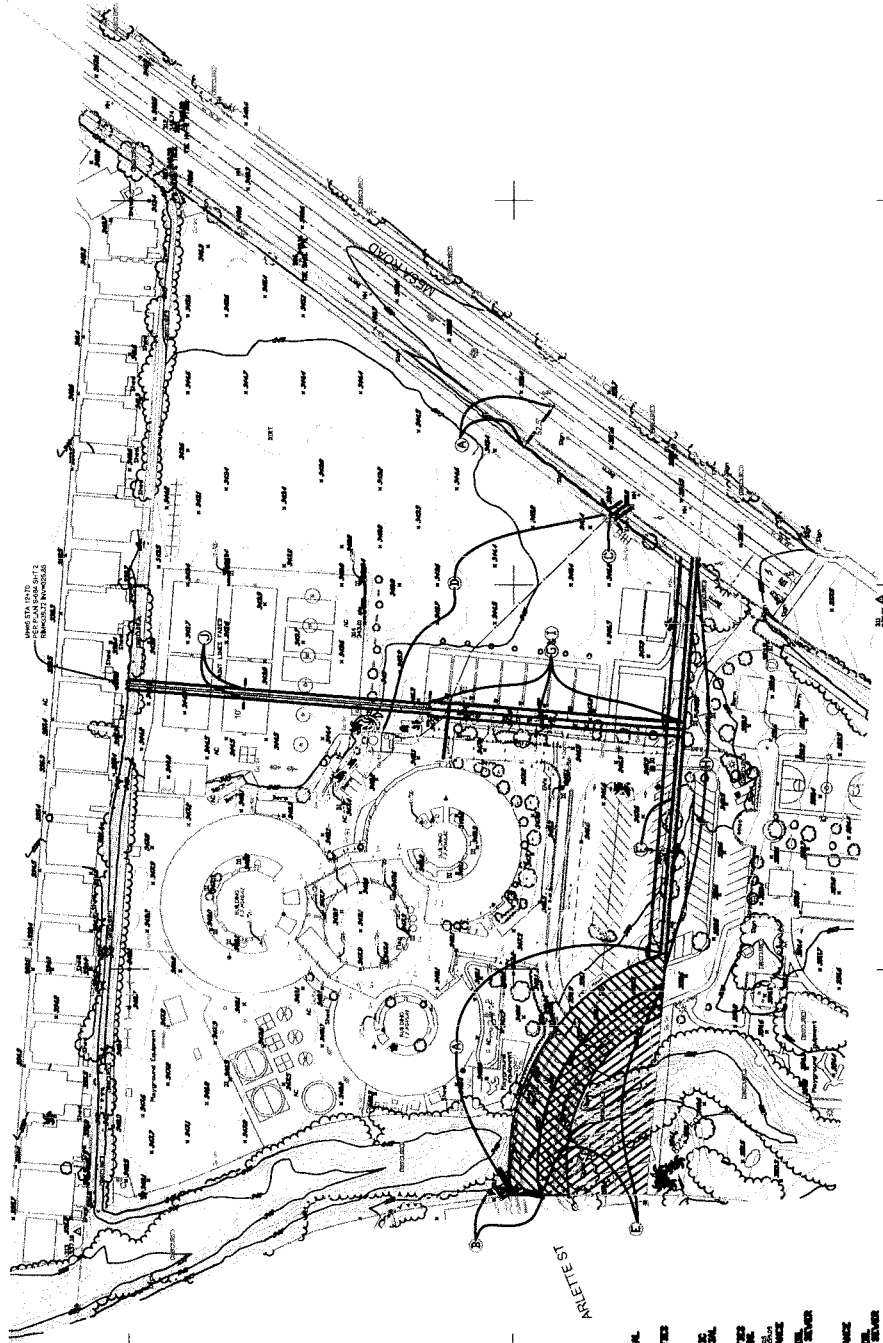
Clerk of the Board of Education
Santee Elementary School District

EXHIBIT "A"

AN EASEMENT AND RIGHT OF WAY FOR CONSTRUCTION, MAINTENANCE, REPAIR OF A SEWER PIPE LINE AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND 10 FEET IN WIDTH, LYING WITHIN THAT PORTION OF THAT TRACT OF LAND DESIGNATED AS "TOWNSITE" IN BLOCK "E" OF THE FANITA RANCHO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 688 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 22, 1891, THE CENTER LINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF MOUNTAIN MEADOWS UNIT NO. 1, ACCORDING TO MAP THEREOF NO. 4228, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SAID CORNER BEING A POINT IN THE SOUTHERLY SIDE LINE OF MISSION GORGE ROAD, AS SHOWN ON SAID MAP NO. 4228;
THENCE ALONG THE EASTERLY BOUNDARY OF SAID MOUNTAIN MEADOWS UNIT NO. 1 AS FOLLOWS: SOUTH 4°36'22" WEST 308.00 FEET TO THE BEGINNING OF A TANGENT 25 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00' A DISTANCE OF 39.27 FEET; THENCE SOUTH 85°23'38" EAST 75.00 FEET;
THENCE SOUTH 4°36'22" WEST 660.00 FEET;
THENCE SOUTH 85°23'38" EAST 210.00 FEET;
THENCE SOUTH 25°38'56" WEST 135.57 FEET;
THENCE SOUTH 11°23'38" EAST 155.00 FEET;
THENCE SOUTH 22°23'38" EAST 35.00 FEET;
THENCE SOUTH 85°23'38" EAST 650.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTER LINE;
THENCE NORTH 4°36'22" EAST TO THE NORTHERLY LINE OF SAID BLOCK "E".

SUPPLEMENTAL TERRACONIC DATA HAS BEEN INCORPORATED INTO THIS MAP BY TERRA DATA ON 11/25/2017. THE TERRACONIC MAP DETAIL IN THE IMMEDIATE AREA OF LUSH SPECIFIED LOCATION, THE POTENTIAL DESIGN IMPROVEMENTS, AND THE ISOLATED FIELD SPOTS. IT IS RECOMMENDED THAT ADDITIONAL FIELD WORK BE PERFORMED.



NOTES:
 1. LOCATION OF THE PROPERTY BOUNDARY ON THE MAP IS BASED ON AT LEAST 8 FOUND MONUMENTS. THIS PLAN IS NOT INTENDED TO BE A COMPLETE RECONSTRUCTION OF THE PROPERTY BOUNDARY. A SEARCH FOR ALL EXISTING PROPERTY CORNERS IS NEEDED TO ENSURE VERTICAL CONTROL FOR FOUND MONUMENTS. SEE ALSO 8044 B.E.S. 11/28/2017.
 2. VERTICAL CONTROL FOR FOUND MONUMENT ELEVATION 4613.07 FEET 11/28/2017.

SAN-LD AERIAL SURVEYS
 10000 1/2 Mile Rd., Suite 100, Dallas, TX 75243
 (972) 412-2200
 www.terra-data.com
 CENTER INTERVAL: 1/4" = 40'-0"

AS BUILT
 EXISTING
 PROPOSED

- A [Hatched Box] AN EASEMENT TO THE COUNTY OF SAN BERNARDINO FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0808 OF OFFICIAL RECORDS.
- B [Hatched Box] AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0809 OF OFFICIAL RECORDS.
- C [Hatched Box] AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0810 OF OFFICIAL RECORDS.
- D [Hatched Box] AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0811 OF OFFICIAL RECORDS.
- E [Hatched Box] AN EASEMENT IN FAVOR OF THE COUNTY OF SAN BERNARDINO, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0812 OF OFFICIAL RECORDS.
- F [Hatched Box] AN EASEMENT IN FAVOR OF THE COUNTY OF SAN BERNARDINO, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0813 OF OFFICIAL RECORDS.
- G [Hatched Box] AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0814 OF OFFICIAL RECORDS.
- H [Hatched Box] AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0815 OF OFFICIAL RECORDS.
- I [Hatched Box] AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0816 OF OFFICIAL RECORDS.
- J [Hatched Box] AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0817 OF OFFICIAL RECORDS.

EASEMENT LEGEND:

A AN EASEMENT IN FAVOR OF THE COUNTY OF SAN BERNARDINO FOR PUBLIC STREET AND HIGHWAY AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0808 OF OFFICIAL RECORDS.

B AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0809 OF OFFICIAL RECORDS.

C AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0810 OF OFFICIAL RECORDS.

D AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0811 OF OFFICIAL RECORDS.

E AN EASEMENT IN FAVOR OF THE COUNTY OF SAN BERNARDINO, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0812 OF OFFICIAL RECORDS.

F AN EASEMENT IN FAVOR OF THE COUNTY OF SAN BERNARDINO, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0813 OF OFFICIAL RECORDS.

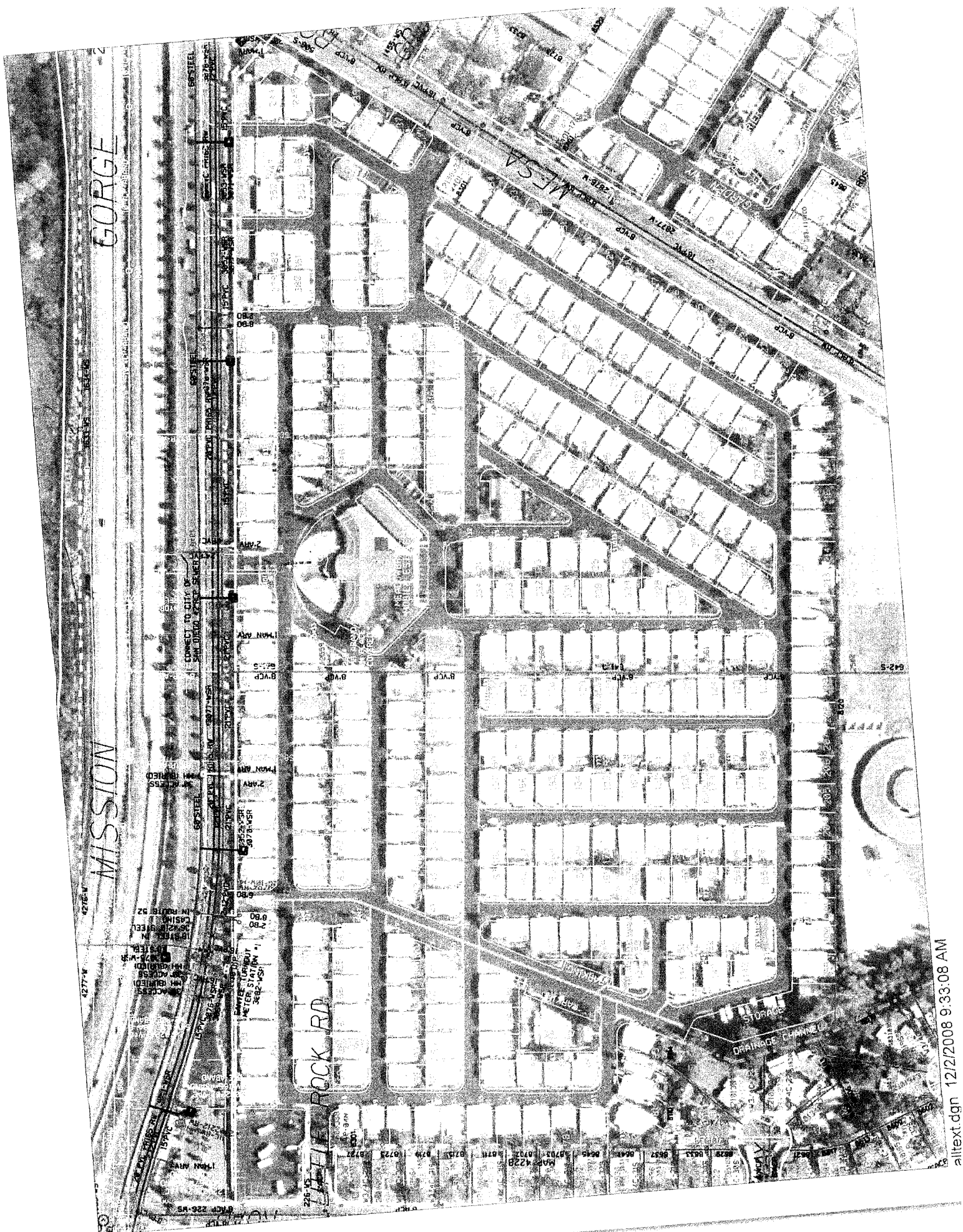
G AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0814 OF OFFICIAL RECORDS.

H AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0815 OF OFFICIAL RECORDS.

I AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0816 OF OFFICIAL RECORDS.

J AN EASEMENT IN FAVOR OF SAN BERNARDINO AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES AND RECREATION, RECORDED MARCH 4, 2008 AS INSTRUMENT NO. 06-0817 OF OFFICIAL RECORDS.

ALL EASEMENTS PER TITLE REPORT PREPARED BY FIRST AMERICAN TITLE DATED APRIL 14, 2007 INSTRUMENT NO. 06-0801.



alltext.dgn 12/2/2008 9:33:08 AM

GORGE

2017

ROCK RD.

2013

043

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Consent Item E.3.2. Authorization to File Notice of Completion Documents
 Prepared by Bill Clark (Cajon Park, Carlton Oaks, and Rio Seco Schools Modernization)
 April 21, 2009

BACKGROUND:

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

PROJECT	CONTRACT AMOUNT	CONTRACTOR
Phase 1 – Cajon Park School Modernization	\$6,744,897	Douglas E. Barnhart, Inc.
Phase 1 – Carlton Oaks School Modernization	\$8,542,887	Douglas E. Barnhart, Inc.
Phase 1 – Rio Seco School Modernization	\$8,518,545	Douglas E. Barnhart, Inc.

RECOMMENDATION:

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

This item supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of the contracts listed above total \$23,806,329. The budget of the Capital Improvement Program is \$128.8 million for nine (9) school modernizations, and this cost will be funded from CIP funds, Prop R bond proceeds, and State modernization matching funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.2.
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Consent Item E.3.3. Approval/Ratification of Amendment #3 of Cor-O-Van Moving
Prepared by Bill Clark Contract
April 21, 2009

BACKGROUND:

On May 6, 2008 the Board of Education approved the award of the #2007/08-07-001, Furniture & Equipment Moving and Storage agreement at various sites. The GMP Contract to Cor-O-Van was for an amount not to exceed \$114,784.00. This contract met the District's requirements for furniture and equipment moves and storage associated with Phase 1 summer modernization efforts at Rio Seco School, Carlton Hills School, Carlton Oaks School, Sycamore Canyon School and Phase 2 at Cajon Park School only. It did not meet our move and storage needs for the remaining phases at each of these schools.

Amendment #2 by Cor-O-Van was approved by the Board on August 5, 2008 for all work necessary for the Furniture & Equipment Moving and Storage for an additional GMP of \$57,950 for winter 2008/2009 moves, for a total GMP of \$200,034.

An amendment #3 is needed for work performed by Cor-O-Van to date for spring moves of \$37,761, from January through April. Additional final moves, including Library moves and 10-classroom move costs, are not to exceed the amount of \$40,408.

The District is now in need of identifying a way to accomplish further moves of furniture and equipment for the modernization and new construction at Phase 2 schools which will occur during summer 2009. As an immediate remedy, the existing contract has a mechanism which allows for additional increases in the GMP to be negotiated. Cor-O-Van will price this work for summer Phase 2 school moves which will be brought to the Board at the May 2, 2009 Capital Improvement Program Facilities Board Workshop.

Staff has identified cost saving measures for Phase 2 projects through the purchase of Library carts and cargo containers for interim moves and needs that will reduce the moving of future phases with a better cost benefit to the district in life cycle cost analysis.

RECOMMENDATION:

Administration recommends an extension of the existing contract with Cor-O-Van to meet the move and storage requirements for modernization and new construction as described above.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The fiscal impact of an additional move for Phase 1 work is \$78,169 and if approved, the contract will be amended as Amendment #3 for this amount. Amendment #3 will be funded through the Capital Improvement Program revenue sources. Phase 2 move costs will be brought forth to the Board of Education at its May 2, 2009 Facilities Workshop.

STUDENT ACHIEVEMENT IMPACT:

Strong, positive relationships exist between overall facilities conditions, a positive learning environment that supports student wellness, and student achievement.

Motion:		Second:		Vote:		Agenda Item E.3.3.
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Office Moving Agreement

Quote Date: March 14, 2009
CHRISTINA BECKER
SANTEE SCHOOL DISTRICT
9625 CUYAMACA

Estimate #: **ESTA00000111487**

Contents:
Page 1 Pricing
Page 2 Scope of Service
Page 3 Terms & Condition

SANTEE
CA, 92071

Re: CARLTON HILLS JUNIOR HIGH MOVE - 06/20/09

The following pricing includes supervision equipment and labor necessary to complete this relocation as described during our survey. The services to be provided are outlined on the following page entitled Scope of Services.

Estimated Services

Carlton Hills Junior High Move - 06/20/09	\$7,584.00
Rental Trailer (1) Return - 06/22/09	\$228.00
Valuation - Ding, Nick, Scratch Coverage up to \$2,500	\$25.00
<hr/>	
Total Amount:	<u>\$7,837.00</u>

Schedule of Rates:

Per California labor laws, overtime is effective after eight hours and premium time is effective after twelve hours. There is an eight-hour minimum for work performed on Sundays. The energy surcharge will be calculated using the percentage rate applicable at the time of the move. For non-returned rental cartons, a \$1.00 charge per carton will be assessed.

Category	Hourly Rate
Mover	\$28.00
Installer	\$32.00
Supervisor	\$37.00
Project Manager	\$45.00
Van & Driver	\$57.00
Overtime additional per person	\$12.00
Premium time additional per person	\$24.00

Acceptance
COR-O-VAN

Acceptance
SANTEE SCHOOL DISTRICT

Date

Date



Office Moving Agreement

Quote Date: March 14, 2009
CHRISTINA BECKER
SANTEE SCHOOL DISTRICT
9625 CUYAMACA

Estimate #: **ESTA00000111486**
Contents:
Page 1 Pricing
Page 2 Scope of Service
Page 3 Terms & Condition

SANTEE
CA, 92071

Re: **CARLTON OAKS LIBRARY MOVE - 04/02/09**

The following pricing includes supervision equipment and labor necessary to complete this relocation as described during our survey. The services to be provided are outlined on the following page entitled Scope of Services.

Estimated Services

Carlton Oaks Library Move Back - 04/02/09	\$3,935.00
Rental Trailer (1) Return - 04/03/09	\$228.00
Valuation - Ding, Nick, Scratch Coverage up to \$2,500	\$25.00
Total Amount:	<u>\$4,188.00</u>

Schedule of Rates:

Per California labor laws, overtime is effective after eight hours and premium time is effective after twelve hours. There is an eight-hour minimum for work performed on Sundays. The energy surcharge will be calculated using the percentage rate applicable at the time of the move. For non-returned rental cartons, a \$1.00 charge per carton will be assessed.

Category	Hourly Rate
Mover	\$28.00
Packer	\$29.50
Installer	\$32.00
Supervisor	\$37.00
Project Manager	\$45.00
Van & Driver	\$57.00
Overtime additional per person	\$12.00
Premium time additional per person	\$24.00

Acceptance
COR-O-VAN

Acceptance
SANTEE SCHOOL DISTRICT

Date

Date



Office Moving Agreement

Quote Date: March 14, 2009
CHRISTINA BECKER
SANTEE SCHOOL DISTRICT
9625 CUYAMACA

Estimate #: **ESTA00000111485**
Contents:
Page 1 Pricing
Page 2 Scope of Service
Page 3 Terms & Condition

SANTEE
CA, 92071

Re: RIO SECO LIBRARY MOVE - 04/01/09

The following pricing includes supervision equipment and labor necessary to complete this relocation as described during our survey. The services to be provided are outlined on the following page entitled Scope of Services.

Estimated Services

Rio Seco Library Move - 04/01/09	\$3,935.00
Rental Trailer (2) Return - 04/02/09	\$456.00
Valuation - Ding, Nick, Scratch Coverage up to \$2,500	\$25.00

Total Amount: \$4,416.00

Schedule of Rates:

Per California labor laws, overtime is effective after eight hours and premium time is effective after twelve hours. There is an eight-hour minimum for work performed on Sundays. The energy surcharge will be calculated using the percentage rate applicable at the time of the move. For non-returned rental cartons, a \$1.00 charge per carton will be assessed.

Category	Hourly Rate
Mover	\$28.00
Packer	\$29.50
Installer	\$32.00
Supervisor	\$37.00
Project Manager	\$45.00
Van & Driver	\$57.00
Overtime additional per person	\$12.00
Premium time additional per person	\$24.00

Acceptance
COR-O-VAN

Acceptance
SANTEE SCHOOL DISTRICT

Date

Date



Office Moving Agreement

Quote Date: March 14, 2009
CHRISTINA BECKER
SANTEE SCHOOL DISTRICT
9625 CUYAMACA

Estimate #: **ESTA00000111484**
Contents:
Page 1 Pricing
Page 2 Scope of Service
Page 3 Terms & Condition

SANTEE
CA, 92071

Re: **CAJON PARK - 03/21/09**

The following pricing includes supervision equipment and labor necessary to complete this relocation as described during our survey. The services to be provided are outlined on the following page entitled Scope of Services.

Estimated Services

General Relocation - 03/21/09	\$7,584.00
Cart Pickup - 03/24/09	\$228.00
Rental Trailer Return - 03/23/09	\$456.00
Valuation - Ding, Nick, Scratch Coverage up to \$2,500	\$25.00
<hr/>	
Total Amount:	<u>\$8,293.00</u>

Schedule of Rates:

Per California labor laws, overtime is effective after eight hours and premium time is effective after twelve hours. There is an eight-hour minimum for work performed on Sundays. The energy surcharge will be calculated using the percentage rate applicable at the time of the move. For non-returned rental cartons, a \$1.00 charge per carton will be assessed.

Category	Hourly Rate
Mover	\$28.00
Installer	\$32.00
Supervisor	\$37.00
Project Manager	\$45.00
Van & Driver	\$57.00
Overtime additional per person	\$12.00
Premium time additional per person	\$24.00

Acceptance
COR-O-VAN

Acceptance
SANTEE SCHOOL DISTRICT

Date

Date

DAMAGE PROTECTION OPTIONS (Valuation)

Below are the options for damage protection (valuation) coverage offered by Corovan for transit and storage coverage. An option may be chosen by you to cover up to your current deductible, or in addition to any coverage you may already have. Please read carefully and ask your sales representative if you don't understand, then sign and print your name in the section you choose.

OPTION A: SIXTY CENTS PER POUND, PER ARTICLE (Minimal Protection)

Cost: \$0.00 **Coverage:** The minimum option covers loss and damages based on \$.60 times the weight of the missing or damaged item. **Example:** A personal computer damaged during the move weighing 25 lbs is calculated at 25 x \$.60 = \$15.00 settlement.

I have read and understand my valuation options. I choose to release my goods based on \$60/lb/article.

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to release my goods based on \$60/lb/article.

OPTION B: DING, NICK, SCRATCH COVERAGE up to \$2500

Cost: \$25.00 Flat Fee, Per Project for \$2500 worth of coverage.

Coverage: Covers minor damage repairs (dings, nicks & scratches) up to a maximum expense of \$2500, based on the depreciated value of the goods. This does not cover electronics or missing items. Maximum liability is based on depreciated value of goods.

Example: A desk is scratched and gouged during the move. Corovan sends a professional repair firm to repair the desk.

I have read and understand my valuation options. I choose to purchase Ding, Nick Scratch Coverage up to a maximum value of \$2500 for the cost of \$25.00

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to purchase Ding, Nick Scratch Coverage up to a maximum value of \$2500 for the cost of \$25.00

OPTION C: WE BREAK, WE FIX COVERAGE up to \$10,000

Cost: \$85.00 Flat Fee, Per Project for \$10,000 worth of coverage.

Coverage: Covers damage and loss, to repair or replace up to a maximum of \$10,000, based on the depreciated value of the goods.

Example: A personal computer is damaged beyond repair during the move. Corovan purchases a comparable computer as a replacement for the customer. I have read and understand my valuation options. I choose to purchase We Break, We Fix Coverage up to a maximum value of \$10,000 for the cost of \$85.00

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to purchase We Break, We Fix Coverage up to a maximum value of \$10,000 for the cost of \$85.00

OPTION D: WE BREAK, WE FIX COVERAGE up to \$50,000

Cost: \$425.00 Flat Fee, Per Project for \$50,000 worth of coverage.

Coverage: Covers damage and loss, to repair or replace up to a maximum of \$50,000, based on the depreciated value of the goods.

Example: A truck carrying a server valued at \$150,000 is involved in an accident that damages it beyond repair. Corovan pays \$50,000 towards the replacement. I have read and understand my valuation options. I choose to purchase We Break, We Fix Coverage up to a maximum value of \$50,000 for the cost of \$425.00

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to purchase We Break, We Fix Coverage up to a maximum value of \$50,000 for the cost of \$425.00

OPTION E: FULL VALUE PROTECTION up to \$100,000

Cost: Based on \$8.50 per \$1,000 worth of coverage selected.

Coverage: Covers repair or replacement of each item damaged up to the amount of the coverage selected and purchased by the customer.

Example: A truck carrying a server valued at \$75,000 is involved in an accident that damages it beyond repair. Corovan pays \$75,000 to replace it.

100% CO-INSURANCE: If the amount of coverage purchased is not equal to the value of the property shipped, the Company will not pay for the full value of any item lost or damaged. The insured shall to the extent of such deficit bear his, her or their portion of the loss.

I have read and understand my valuation options. A check mark in the box to the left indicates that I choose to purchase Full Value Protection with the declared value of \$_____ at the cost of \$8.50 per \$1,000 worth of coverage. My total charge for the declared value is \$_____.

OPTION F: FULL VALUE PROTECTION over \$100,000 through a separate policy provided by _____

Cost: \$_____ **Requirements:** Every item moved must be inventoried. Limited to \$500,000 per truckload.

100% CO-INSURANCE: If the amount of coverage purchased is not equal to the value of the property shipped, the Company will not pay for the full value of any item lost or damaged. The insured shall to the extent of such deficit bear his, her or their portion of the loss.

_____ \$ _____
Customer Signature Date Indicate value of all goods in shipment for quote purposes

STORAGE VALUATION: Valuation options to cover your goods while they are in storage at Corovan will be quoted separately in your Storage Agreement.



Scope of Services

Moving	COV	Client	N/A
Move copiers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move artwork	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move private office furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move all existing furniture	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Move plants	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move shelving	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move server room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move workstations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Move existing file cabinets	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CARLTON HILLS JUNIOR HIGH RELOCATION 06/20/09

Bracing	COV	Client	N/A
Hang artwork	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Brace bookcases	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hang whiteboards	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gang and level files	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hang presentation board	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Planning	COV	Client	N/A
Elec permits / cubicles	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bldg / elev reservations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installation plans	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Office layout diagrams	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secure parking permits	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Destination signage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tech Service Disconnect/Reconnect	COV	Client	N/A
Servers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copiers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Printers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PCs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Additional Comments

Packing	COV	Client	N/A
Pack kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack file room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack common areas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack individual offices	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack conference room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack library	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack supply room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Specialty Services	COV	Client	N/A
Hold on van	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rigging	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Space planning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Computer Disconnect/Reconnect	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Storage	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Crating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Installation	COV	Client	N/A
Wall track	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Modular Offices	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Overheads	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Shelving	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conference tables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Specification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Workstations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Field Measurement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Product Inventory	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Terms & Conditions

Move

1. Customer or Customer designee must be present at origin and destination during the actual move. Such person will be authorized to make changes to the scope of the move. Any alterations or deviations from the specifications, sequence or scheduling of the move listed in this Agreement may result in an adjusted price and is payable in accordance with the terms of payment listed in this Agreement.
2. When applicable, a Bid price includes moving and placing items only once. Subsequent moving and re-handling may result in additional charges.
3. Unless otherwise agreed to in writing, Cor-O-Van will invoice Customer for:
 - All Cor-O-Van personnel involved in each transaction according to the Standard Rates found on the Bill of Lading and in the Proposal, which are subject to change.
 - Overtime Labor Rates on services provided after 8 hours in a day, after 5pm Monday through Friday, and all day Saturday; Premium Time on Sundays and Holidays.
 - Drive Time charges are calculated on a portal-to-portal basis, including Loading and Unloading of equipment, supplies, and debris.
 - All equipment rental charges according to the terms applicable to the specific class of equipment, including, but not limited to the rental and replacement cost for Cor-O-Crates, Dollies, and Carts as agreed to by the Customer.
 - All consumable packing and moving supplies in either the exact amount used, if known, or as a pro-rated charge based on Cor-O-Van policy.
 - An additional round trip beyond one delivery and one pickup of cartons.
4. When applicable, a Bid Price will be honored only when the following conditions exist at both origin & destination facilities:
 - Adequate light, heat, air and power, and access to adequate parking,
 - Exclusive and uninterrupted use of the agreed upon number of elevators,
 - All loading and unloading areas must be free of debris or any other impediments to moving, and
 - Construction, renovation, furniture installation by other parties, and decorating work must be complete and in such a state as to not impede the move.
5. The work to be performed by Cor-O-Van and its employees will comply with only those wage laws as minimally required of all employers regardless of industry, and WILL NOT comply with additional federal, state, or local funding provisions similar in nature, but not limited to Prevailing Wage requirements unless expressly agreed to IN WRITING by Cor-O-Van. If no work has been performed, Cor-O-Van may at its option declare this Agreement/Contract/Proposal/Bid null and void, in which case Cor-O-Van shall re-bid the Project. Client agrees to indemnify, hold harmless, and reimburse Cor-O-Van for any and all increased costs incurred by Cor-O-Van as a result of a later decision, miscommunication, or misunderstanding by either party that Prevailing Wage should have applied to a project.
6. Situations beyond the control of Cor-O-Van, including but not limited to traffic delays, non-exclusive elevators, severe weather, or acts of God may result in additional charges.
7. Cor-O-Van reserves the right to change rates for any subsequent move outside the scope of the current move. Cor-O-Van reserves the right to impose a Supplemental Energy Charge and a Consumable Supplies Charge.
8. If Cor-O-Van is performing installation services, the Customer shall be responsible for electrical hardwiring or permits for electrical work, and provide all necessary product and information to complete the installation according to the installation plan and Quote.

Payment Terms

1. Cash or its equivalent prior to completion of service unless prior credit approval is obtained. Upon credit approval, Cor-O-Van may require a deposit prior to beginning the move.
2. Invoices are due and payable upon receipt and no later than 15 days from the date of invoice. Any deposit will apply against progress billing and then against the final invoice. After 30 days from date of invoice, a finance charge at the legal rate of interest in this state will apply to any invoice amount not paid.
3. Customer agrees to pay all attorney fees and other reasonable costs incurred by Cor-O-Van in connection with Cor-O-Van's enforcement of its right to payment and any other terms under this Agreement.

Definition of Liability

Cor-O-Van shall be liable only for its failure to use ordinary care. Customer is limited to damages of 60 cents per pound per item unless other provisions are made in writing. This coverage is offered at no additional cost. Additional coverage, at Customer's expense, is available upon request. Cor-O-Van is not responsible for any loss or damage to the stored or moved items caused by negligent acts or omission of Customer, or other circumstances beyond the control of Cor-O-Van, including, but not limited to, natural deterioration; inherent weakness or defect in the items; acts of war or civil unrest; natural disasters; or acts of God. Cor-O-Van shall not be liable for damage to fragile items that are not both packed and unpacked by its employees, contractors, or agents. Cor-O-Van does not represent or warrant that any warehouse facility or equipment is fireproof or that items cannot be destroyed by fire. Cor-O-Van shall not be required to provide a watchman and failure to do so will not constitute negligence. In no event shall Cor-O-Van be liable for any consequential or incidental damages arising out of or related to services performed by Cor-O-Van, including but not limited to lost revenue, lost profits, cost of replacement goods, interruption or loss of use of equipment or any delayed delivery of items regardless of the cause.

Damage Protection

1. To ensure proper treatment, Items exceeding \$5,000 per piece in value must be identified to Cor-O-Van in writing no less than 24 hours prior to being moved.
2. No claim for damage to moved items, building or property may be maintained by Customer or others against Cor-O-Van unless timely written notice of the claim is provided and Payment is made according to the terms of this proposal.
 - Claims for damage to any moved item will not be valid unless, written notice of such claim is presented within five (5) working days after completion of service.
 - Any claim for building or property damage must be submitted to Cor-O-Van Supervisors in writing at the conclusion of a project.
 - Cor-O-Van reserves the right to inspect any damage prior to repairs and has the right of first refusal to make all repairs.
3. Cor-O-Van assumes no liability for articles packed or unpacked by anyone other than Cor-O-Van, its agents or subcontractors, nor does Cor-O-Van assume liability for any concealed damage, unless accompanied by external damage.
4. Customer and its employees are required to secure and/or remove personal items including, but not limited to:
 - Artwork, photographs, small plants and personal valuables PRIOR TO THE ARRIVAL of the Cor-O-Van crew.
 - ALL SMALL ELECTRONICS, INCLUDING BUT NOT LIMITED TO LAPTOPS, CELL PHONES, MUSIC PLAYERS, AND DIGITAL CAMERAS, WHETHER PERSONAL OR CUSTOMER PROPERTY, ARE TO BE REMOVED FROM AREAS AFFECTED BY A MOVE. Due to the likely presence of multiple trades and the difficulty determining fault, in no event shall Cor-O-Van be liable for any actual, direct, consequential or incidental damages arising from any loss, damage, or destruction of this type of product OR THE INFORMATION THAT MAY BE CONTAINED THEREIN.
5. Customer must properly secure, package, back up, and provide reasonable supervision at all times for its confidential and mission critical information (in electronic and/or hard copy form), including but not limited to personnel files, medical records, financial statements, and trade secrets. Cor-O-Van will not accept responsibility for losses related to Customer's failure to protect and secure this type of information.
6. For any move of computers, servers and ancillary equipment performed by Cor-O-Van, it is the Customer's responsibility to properly secure and back up any system software or data contained therein. In no event shall Cor-O-Van be liable for any consequential or incidental damages arising from any loss, damage or destruction of Customer's computers, servers and ancillary equipment or the system software or data contained therein.

Storage

1. The act of tendering items for storage constitutes Customer's acceptance of the terms and conditions for handling and storage stated herein until a separate storage agreement is entered into between Cor-O-Van and Customer.
2. Items stored will be located at a Cor-O-Van facility in either Fullerton, Poway, Pt. Richmond, Pleasanton, San Francisco, or San Jose, the location most convenient to the move.
3. Customer warrants and represents that it is the owner or legal custodian of the stored items and has the lawful possession of and legal right authority to store all of the items in accordance with the terms and conditions set forth. Cor-O-Van shall have a lien on the stored items for all storage and other charges and for such costs and expenses.
4. This Agreement, and any other schedules or addendums shall collectively constitute a Warehouse Receipt. Cor-O-Van shall have a lien upon the stored items, or on the proceeds thereof for all lawful charges for storage and preservation of interest, transportation, labor, wrapping, coopering, crating, and all other charges and expenses in relation to the stored items, and also for all reasonable charges and expenses for notice and advertisement or sale, and for the sale of the property where default has been made in satisfying a judicial hearing. This lien shall not prevent Cor-O-Van from exercising any other remedies it may have, nor shall enforcement of the lien provided for in this Section bar Cor-O-Van's right to recover so much of its claim as is not paid from the proceeds of a foreclosure sale. Cor-O-Van reserves the right to relocate the stored items to another Cor-O-Van warehouse facility within a 50 mile radius without advance notification to Customer. Such relocation shall not interfere with Cor-O-Van's enforcement of its lien rights.
5. Payments for storage and other charges are due and payable upon receipt of the invoice and no later than 15 days of the date of the invoice. Rates are subject to change and will be charged pursuant to the invoice and operative schedule of rates presented to Customer. Where items are allowed to remain in storage for a fraction of a month, a full month storage will be charged. An interest charge at the legal rate of interest in this state, charged monthly, will be made on freight or other charges advanced by Cor-O-Van. A like interest charge will be assessed on the entire unpaid balance of the account if storage charges remain unpaid after 30 days of the date of the invoice. Cor-O-Van reserves the right to impose a Supplemental Energy Charge. No rights, liabilities or obligations of Customer under this Agreement can be assigned without the express written consent of Cor-O-Van, which Cor-O-Van may withhold at its discretion. Regardless of any assignment, Customer remains fully liable under this Agreement.

Arbitration

Any dispute, controversy, or claim arising out of this Agreement or in connection with any stored or moved items, whether founded in tort or contract, shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and heard by the AAA office in San Diego, California. The award may be entered as a judgment of a court of record in the County of San Diego. Cor-O-Van and Customer shall share equally the cost of arbitration. The arbitrator may not vary, modify, or disregard the provisions contained herein, including those respecting the declared valuation of any stored or moved items and the limitation of liability of Cor-O-Van.

Miscellaneous: The "Agreement" includes and incorporates the stated terms and conditions, and any and all schedules and addendums.

Consent Item E.3.4 Approval to Purchase Remaining Library Stack Shelving
Prepared by Bill Clark Systems for Carlton Hills
April 21, 2009

BACKGROUND:

At the December 16, 2008, Board of Education meeting, there was no action for this Board item due to the current funding freeze of the State Joint-use Library/Tech funding. At the January 20, 2009 Board meeting, the Board authorized staff to move forward with only the necessary purchase of library book shelf systems for the school modernization projects under construction at Rio Seco, Carlton Oaks, and Cajon Park schools completed this month. At this time, however, per the Phase 1 school construction schedule, shelving will be needed for installation at Carlton Hills School by July 2009.

A piggyback bid on the Newhall School District award to procure Smith System shelving through Culver-Newlin, Inc. is being used for the purchase. Sycamore Canyon School freestanding book shelving will be purchased at a later date and the school will use their existing shelving for the time being. Carlton Hills Library will be ready in July 2009. Manufacturing and delivery takes 8-12 weeks and an order is needed at this time.

RECOMMENDATION:

It is recommended that the Board of Education authorize administration to procure the needed library shelving system for Carlton Hills.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is estimated at \$26,000 for Carlton Hills at this time. The current Capital Improvement Program budget for school library shelving systems is \$675,000. See attached budget sheet.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Consent Item E.3.4
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Consent Item E.3.5
Prepared by Bill Clark
April 21, 2009

Approval to Purchase Cargo Container/Book Racks

BACKGROUND:

Staff has identified cost saving measures for Phase 2 projects through the purchase of library carts and cargo containers for interim moves and needs. This will reduce the moving and packing costs of future construction/modernization phases with a better cost benefit to the District in life cycle cost analysis. Library carts are approximately \$350 each. Cargo containers are approximately \$1,800 each.

During Phase 1 moves, library cart rentals were \$4,000 per month. Trailer storage rentals were \$7,000 per month. Since school sites can benefit from the use of 3-4 cargo containers per school and 5-7 book carts typically for libraries and moves, an outright purchase is a cost savings.

RECOMMENDATION:

It is recommended that the Board of Education authorize administration to procure needed cargo containers and library carts for Phase 2 & 3 construction.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is estimated at \$8,000 per school site, but is well below the anticipated cost of the rentals.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Consent Item E.3.5
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Consent Item E.3.6. Approval of Chet F. Harritt Fields Construction Award
Prepared by Bill Clark
April 21, 2009

BACKGROUND:

On March 17, 2009, an agreement between the City of Santee and the Santee School District was approved by the Board of Education for grant funding of \$274,155. Under the agreement, the City of Santee makes these funds available for baseball field improvements at Chet F. Harritt School.

The grant funds must be encumbered before April 30, 2009. Since the Chet F. Harritt Ball Field will be contracted with Barnhart, Inc. through the master lease-leaseback contract, an intent to award with a notice to proceed with non-DSA work of the Ball Field improvement field renovations is necessary at this time. A final GMAX cost will be provided at the May 2, 2009, Capital Improvement Program Facilities Workshop.

RECOMMENDATION:

In order to encumber City funds by April 30, 2009, it is recommended that the Board of Education issue an intent to award with a notice to proceed for non-DSA construction work of the Chet Ball Field renovation construction, not to exceed current City grant funds of \$274,155 as part of the Chet F. Harritt master lease-leaseback construction project.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The fiscal impact of \$274,155 will be funded from grant funds received from the City of Santee. Remaining ball field improvements costs and the timeline for construction will be brought to the Board at the May 2, 2009 Board Facilities Workshop.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.6.
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The new fees assessed by Santee School District will be:

Level 1 Fee		
Residential Construction	Commercial/Industrial Construction	New Rental Self Storage Construction
\$1.85 per square foot (from \$1.63 per square foot)	\$0.29 per square foot	\$0.16 per square foot
Level 2 Fee - Alternative		
Residential Construction	Commercial/Industrial Construction	New Rental Self Storage Construction
\$3.35 per square foot	N/A	N/A
Level 3 Fee – Alternative Full Amount		
Residential Construction	Commercial/Industrial Construction	New Rental Self Storage Construction
\$6.74 per square foot	N/A	N/A

The Level 1 fees became effective on June 16, 2008.

Level 2 fees will be imposed on new residential construction immediately after this resolution is adopted.

Prior to the District imposing Level 3 fees on new residential construction, the State Allocation Board must be out of new construction state funds.

The School Facilities Needs Analysis (SFNA), prepared by Capitol Public Finance Group, in March 2009, justified the District levying its portion of the maximum residential Level 2 Alternative School Fee. In addition, Sections 11 – 14 of the analysis has findings in support of Level 1 fees that the District shares with Grossmont Union High School District for all future residential development within its boundaries permissible under Assembly Bill (AB) 2926 and AB 1600 to provide housing for future student growth in the District.

Capitol Public Finance Group has prepared the SFNA with school fee justification and has reviewed the demographic trends of the District in schools in the past three years through 2007-08 to determine the District may increase the amount of school fees that it levies on residential development within its boundaries in accordance with SB 50. It is sufficient to justify the collection of the additional \$1.42 per square foot of residential Level 2 construction and the additional three cents per square foot of commercial/industrial Level 1 construction proposed by this resolution. The SFNA, prepared by Capitol Public Finance Group, Sections 11 – 14 reports school fee justification and also sufficiently documented the lack of facilities available that will be required to serve the number of students that will be generated by residential, commercial, and industrial development within the District and the costs of such facilities.

A copy of the School Facilities Needs Analysis has been available to the public for at least ten (30) days before the Board considered this resolution at a regularly scheduled public meeting and all required notices have been given.

RECOMMENDATION:

Administration recommends that the Board of Education provide approval/acceptance of the updated School Facilities Needs Analysis and adopt Resolution #0809-37 to increase school facility fees in accordance with Government Code sections 65995.5, 65995.6 and 65995.7 for a one year term per SB 50. Re-adoption of alternative fees will be necessary on an annual basis.

This recommendation supports the following goals:

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

FISCAL IMPACT:

Developer fee income will be \$3.35 per square foot for residential construction (an additional \$.30 per square foot from \$3.05) and \$0.29 per square foot for commercial/industrial construction. Additionally, fees for new rental self storage construction will be assessed at \$0.16 per square foot. These funds are deposited into Fund 25-18 Capital Facilities Funds to be used for expenses related to providing student housing. They may not be used for General Fund operating purposes.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item E.3.7.

**RESOLUTION #0809-37
OF THE
SANTEE ELEMENTARY SCHOOL DISTRICT**

**ESTABLISHING SCHOOL FACILITIES FEES IN ACCORDANCE WITH THE
PROVISIONS OF SENATE BILL 50 AND ASSEMBLY BILL 695**

WHEREAS, under Government Code section 65995.5, which was enacted pursuant to Chapter 40, Statutes of 1998 ("Senate Bill 50" or "SB 50"), and amended by Chapter 858, Statutes of 1999 ("Assembly Bill 695" or "AB 695"), a school district's governing board may establish fees to offset the cost of school facilities made necessary by new construction following the making of certain findings by such governing board; and

WHEREAS, the Santee Elementary School District ("District") has undertaken a review of its eligibility to establish fees under the provisions of SB 50; and

WHEREAS, separate and apart from determining its eligibility to establish such fees, the District has prepared an analysis entitled "School Facility Needs Analysis", dated March 2009 (the "Needs Analysis") in accordance with the provisions of SB 50; and

WHEREAS, the District seeks to establish fees in accordance with and under the authority of SB 50 for the purpose of funding the construction and reconstruction of school facilities made necessary by development within the District's boundaries; and

WHEREAS, the District submitted an updated application to the State Allocation Board of the State of California for new construction funding on December 4, 2007, and has been determined to meet eligibility requirements for such construction in accordance with the provisions of the Government Code Section 65995.5(b)(1); and

WHEREAS, the District has placed a local bond measure on the ballot within the last four years and over 50% of the voters approved the bond measure as required by Government Code Section 65995.5(b)(3)(B); and

WHEREAS, the District has issued debt or incurred obligations for capital outlay totaling 15% of the local bonding capacity, including indebtedness repaid from property taxes, parcel taxes, general fund, special taxes, Mello-Roos funds approved by registered voters, Mello-Roos funds approved by landowners prior to November 4, 1998 as required by Government Code Section 65995.5(b)(3)(C); and

WHEREAS, in accordance with Government Code Section 65995.5, a purpose of this Resolution is to declare the District's eligibility for, and to establish fees under the provisions of SB 50 consistent with the information and data set forth in the Needs Analysis and upon such other information and documentation prepared by or on file with the District, as presented and described to the Board;

WHEREAS, the District has performed a study to assess the impact on the District's facilities from commercial, and industrial development and established a nexus between such development and the need for funding to construct and improve schools; and

WHEREAS, the State Allocation Board has established the maximum fee that can be levied by a school district is \$0.47 per square foot for commercial and industrial development for chargeable covered and enclosed space, which sums shall be used to fund the delivery of improvements to the District's facilities and construct new facilities.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Governing Board of the Santee Elementary School District:

Section 1. Procedure: This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at its regular meeting at which oral and written presentations were made. Notice of the time and place of the public hearing, including a general explanation of the matter to be considered, has been published in a newspaper of general circulation in accordance with Government Code Section 65995.5(d), and a notice, including a statement that the Needs Analysis required by Government Code Section 65995.6 was available, was mailed at least 30 days prior to the public hearing to any interested party who had filed a written request with the District for mailed notice of the meeting on new or increased fees or service charges within the period specified by law. At least 30 days prior to the public hearing, the District made available to the public in its Needs Analysis, data indicating the amount of the cost, or estimated cost, required to provide the facilities for which the fee is to be levied pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Needs Analysis and the District's applications and related documents filed with the State Allocation Board pursuant to the State School Facility Program (hereinafter collectively referred to as the "Plan") along with other materials which formed the basis for the action taken pursuant to this Resolution.

Section 2. Findings: The Board has reviewed the provisions of the Needs Analysis and the Plan as they relate to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution and based thereon and upon all other written and oral presentations to the Board, the Board hereby approves and adopts the Needs Analysis and makes the following findings:

- a) Enrollment at various schools of the District are nearing capacity;
- b) Additional residential, commercial and industrial development projects within the District will increase the need for school facilities;
- c) Without the addition of new school facilities, further residential, commercial and industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;

- d) New residential, commercial and industrial development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. Projected development within the District, without additional school facilities, will result in conditions of overcrowding which will impair the normal functioning of the District's educational programs;
- e) The fees proposed in the Needs Analysis and levied pursuant to this Resolution are for the purpose of providing adequate school facilities and related support facilities to maintain the quality of education offered by the District;
- f) The fees proposed in the Needs Analysis and levied pursuant to this Resolution will be used for construction and reconstruction of school facilities as identified in the Needs Analysis;
- g) The uses of the fees proposed in the Needs Analysis and levied pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
- h) The fees proposed in the Needs Analysis and levied pursuant to this Resolution bear a reasonable relationship to the need for school and support facilities created by the types of development projects on which the fees are imposed;
- i) The fees proposed in the Needs Analysis and levied pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school and support facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of all revenue sources anticipated to provide such facilities, including general fund revenue;
- j) The fees will be collected for school and support facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule;
- k) The District has no other local sources of funds available to provide the funding for the school facilities provided in the school facilities plan.

Section 3. Residential Fee: Based upon the foregoing findings, the Board hereby establishes a new fee upon residential construction, to be known as the "Level 2 Fee", as follows:

- a) The Level 2 Fee for residential construction is hereby established and set at the rate of \$3.35 per square foot of residential development;
- b) The Level 2 Fee shall be collected as a precondition to the issuance of any building permit for construction within the District's boundaries.

Section 4. Determination of Eligibility:

- a) The District submitted a timely application to the State Allocation Board for new construction funding on December 4, 2007, and eligibility for such funding will be met in accordance with Government Code Section 65995.5(b)(1);
- b) The District has placed a local bond measure on the ballot within the last four years and over 50% of the voters approved the bond measure as required by Government Code Section 65995.5(b)(3)(B);
- c) The District has issued debt or incurred obligations for capital outlay totaling 15% of the local bonding capacity, including indebtedness repaid from property taxes, parcel taxes, general fund, special taxes, Mello-Roos funds approved by registered voters, Mello-Roos funds approved by landowners prior to November 4, 1998 as required by Government Code Section 65995.5(b)(3)(C); and
- d) The Board has reviewed the Needs Analysis along with such oral and written information as has been presented by District staff and consultants and has determined that the Needs Analysis meets the requirements of Government Code Section 65995.6 and is a suitable basis for the establishment of Level 2 Fees in accordance with the provisions of Government Code Section 65995.5.

Section 5. Determination of "Level 3 Fee": In accordance with the provisions of Government Code Section 65995.7, the District's Board is authorized to establish a fee in an amount higher than the Level 2 Fee in the event the State Allocation Board is no longer approving apportionments for new construction in accordance with Education Code Section 17072.20 due to lack of funds and the State Allocation Board has notified the Secretary and Chief Clerk of the Assembly, in writing, of the determination that such funds are no longer being allocated. In the event that on or before the Anniversary Date of this Resolution as defined below, the State Allocation Board is no longer approving apportionments due to inadequate funding and such fact is related to the appropriate state representatives, the Level 2 Fee may be supplemented with an additional fee amount which, when combined with the Level 2 Fee, shall be known as the "Level 3 Fee". The Level 3 Fee shall be established in the following amount:

- a) \$6.74 per square foot of residential development.

Section 6. Commercial/Industrial Fee: In accordance with Education Code section 17620, the District shall maintain the fees levied on commercial and industrial construction for non-rental self storage construction \$0.29 per square foot. The fee levied on rental self storage construction shall be set at \$0.16 per square foot.

Section 7. Fee Adjustment and Limitations: The fees established herewith shall be subject to the following:

- a) The District's Level 2 Fee (or Level 3 Fee in the event it is implemented by the Board) shall be effective for a period of one year following the commencement date in this Resolution as set forth below (the "Anniversary Date") and shall be

reviewed on or before the Anniversary Date, and annually thereafter to determine if such fee is to be re-established or revised.

- b) To the extent any other fees established by the District might be applied to the property subject to the Level 2 Fee established herein, such as fees levied through the terms of any contract entered into between the District and a person prior to November 4, 1998, or any other fees that are levied by the District, the District may elect to levy and collect such alternative fee rather than the Level 2 Fee established herein. In no event shall the District charge both the Level 2 Fee and such alternative fee that might be collected by the District.
- c) The Level 1 commercial/industrial fee may be increased for inflation as authorized by the State of California.

Section 8. Additional Mitigation Methods: The policies set forth in this Resolution are not exclusive, and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.) and such other funding mechanisms as are authorized by Government Code Section 65996. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

Section 9. Implementation: For construction projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon payment of any fee levied under the authority of this Resolution.

Section 10. California Environmental Quality Act: The Board hereby finds that the fees established pursuant to this Resolution are exempt from the provisions of the California Environmental Quality Act ("CEQA").

Section 11. Commencement Date: The Board orders that the fees established hereby shall take effect April 22, 2009 for residential alternative fees and continue for Level 1 fees.

Section 12. Notification of Local Agencies: The Secretary of the Board is hereby directed to forward copies of this Resolution along with a map of the District's boundaries to the Planning Departments of the City of Santee, City of El Cajon and the City and County of San Diego, and to file a Notice of Exemption from the California Environmental Quality Act with the County Clerk of San Diego County.

Section 13. Severability: If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Santee Elementary School District this 21st day of April 2009, by the following vote:

AYES:
NOES:
ABSENT:

SANTEE ELEMENTARY SCHOOL DISTRICT

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

ATTEST:

Clerk of the Board of Education
Santee Elementary School District

Consent Item E.4.1. Approval of Memorandum of Understanding with Children's Hospital and Health Center (CHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program

Prepared by Emily Andrade
April 21, 2009

BACKGROUND:

The District participates in the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) program to support mental health services for Medi-Cal eligible students. Children's Hospital and Health Center (CHHC) is a community organization certified to provide EPSDT-funded mental health services. CHHC professionals have provided these services to students since the program's inception. Staff from CHHC serve Hill Creek, Pepper Drive, Prospect Avenue, Rio Seco, and Sycamore Canyon Schools.

RECOMMENDATION:

Administration recommends that the Board of Education approve this Memorandum of Understanding with Children's Hospital and Health Center for the EPSDT program for the 2009-10 school year.

This recommendation supports the following District goal:

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

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

FISCAL IMPACT:

There is no cost to the school district. CHHC receives reimbursement for services provided directly from the State Department of Health.

STUDENT ACHIEVEMENT IMPACT:

Students who need and receive mental health support services are more likely to succeed academically in school.

Motion:

Second:

Vote:

Agenda Item E.4.1.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into and executed as of July 1, 2009, by and between **Rady Children’s Hospital – San Diego, Children’s Outpatient Psychiatry** (“Provider”), County of San Diego, Health and Human Services Agency, Children’s Mental Health Services (“County”); and **Santee School District** (“District”), with respect to the following matters:

- A. The parties to this MOU desire to provide mental health services, including individual, collateral, family and group psychotherapy services, medication support, case management, and rehabilitative services under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Funded Mental Health Services to Medi-Cal eligible children/youth and under the Mental Health Services Act (MHSA) to eligible Seriously Emotionally Disturbed (SED) children/youth as per MHSA target population criteria.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the delivery of EPSDT and MHSA services.

This agreement shall be effective from **July 1, 2009 through June 30, 2010**.

NOW, THEREFORE, the parties agree as follows:

1. Program Description. The EPSDT and MHSA Services shall be provided in accordance with the following:
 - a) PROVIDER shall deliver services to children/youth who meet the eligibility criteria pursuant to Federal and State law governing EPSDT and MHSA Mental Health Funded Services and the Provider’s Contract with County for the provision of EPSDT and MHSA Funded services.
 - b) EPSDT and MHSA Funded Services may include individual, collateral, family and group psychotherapy services, medication support, case management, and rehabilitative services, as authorized by Federal and State law and specified by the Contract County holds with the Provider.
2. Termination. This MOU may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days prior written notice from any party. Those authorized to receive notice for the parties are the signatories of this MOU.
3. District Responsibilities. The District’s responsibilities shall include the following:
 - a) Designation of consistent location within each school or other mutually agreed upon locations to be used for EPSDT and MHSA Services.
 - b) Dates and times to be agreed upon by the parties including year-round service location when school is not in session.
 - c) Promotion of EPSDT and MHSA Funded services in the District schools and community.
 - d) Assist in identification and referral of eligible students to Provider for EPSDT and MHSA funded services.
 - e) Designation of staff to act as a liaison with County Liaison and Provider to assist in the implementation of EPSDT and MHSA Funded services.
 - f) Notification to County Liaison upon any change in district designated contact.
 - g) Facilitation and participation in cross-system training.
 - h) Facilitation of family member’s access to family treatment on campus when indicated.
 - i) Notify the County when issues arise between the District and the Provider that cannot be resolved.
4. County Children’s Mental Health Services Responsibilities. County’s responsibilities shall include the following:

- a) County shall provide contract monitoring and oversight to Provider. This monitoring shall include fiscal monitoring, clinical monitoring, outcome evaluation, and quality assurance that program services adhere to the California Code of Regulations Title IX, Mental Health Implementation Plan, and MHSa Plan requirements. County shall provide billing and claiming to the State pursuant to County's contract with Provider.
 - b) County shall designate staff to act as a liaison with Provider and District to assist with the implementation of EPSDT and MHSa Funded services. The County Liaison is Kathleen Astor, Chief CMHS or designee.
 - c) The County liaison shall facilitate problem solving of issues arising between the District and Provider.
 - d) County shall provide technical assistance and cross-system training to Provider and District. The subject matter and times and location of technical assistance and training shall be by mutual agreement of the parties.
 - e) County shall participate in discussion of potential sites, planning, selection and approval of school based sites, and provider assigned to sites.
 - f) County shall provide oversight in service delivery, service expansion, and overall regional/system of care planning.
 - g) County shall notify District and Provider upon any change in liaison.
5. Provider Responsibilities. Provider's responsibilities shall include the following:
- a) Provider shall provide EPSDT and MHSa funded services to eligible children/youth referred by the District by employing qualified staff, per state and federal regulations governing such, and as set forth in Provider's Contract with County.
 - b) Submission of quarterly reports to the District specifying the number of students referred for services, the number of students served, and such additional information as agreed upon by the parties.
 - c) Designation of staff to keep in close communication with and meet with school site referral teams (SST) to facilitate appropriate referrals to provider and open communication between provider and school site staff.
 - d) Provider shall comply with the school district's background check process requirement for each staff providing services on any school campus.
 - e) Designation of staff to act as a liaison with District and County to assist in the implementation of EPSDT and MHSa Funded services.
 - f) Provider shall notify the County when issues arise between the Provider and the District.
6. Confidentiality. The parties agree that all information and records obtained in the course of providing services pursuant to this agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328.

Indemnification. Provider agrees to defend, indemnify, and save free and harmless the District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from provider's performance or lack thereof under this agreement.

District agrees to defend, indemnify, and save free and harmless the Provider, its officers, agents and employees, against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from or alleged to have arisen from District's performance or lack thereof, under this agreement.

The parties entering into this MOU furthermore agree that the District shall not assume any financial liability for any of the services rendered by Provider under terms of this agreement regardless of whether or not those services are reimbursed by County.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

PROVIDER: Rady Children's Hospital - San Diego

Name: **Margareta Norton**

Date 3/13/09

Signature: _____

Title: _____

SUP/COO

DISTRICT: **Santee School District**

Name: _____ Date _____

Signature: _____

Title: _____

COUNTY: San Diego

Name: Alfredo Aguirre Date _____

Signature: _____

Title: Mental Health Services Director

COUNTY: San Diego

Name: Nick Macchione, MS, MPH, FACHE Date _____

Signature: _____

Title: Health and Human Services Agency Director

Consent Item. E.4.2. Approval of Intent to Apply for Mental Health Services Act
Prevention and Early Intervention Contract- Suicide Prevention

Prepared by Emily Andrade

April 21, 2009

BACKGROUND:

The Mental Health Service Act Prevention and Early Intervention (PEI) is a tax on millionaires in the state of California that sets aside funding for mental health services. In the East County, the funds for this project are dedicated to school based services. Santee District would like to be part of a consortium with Grossmont Union High School District, La Mesa Spring Valley, Cajon Valley, Lemon Grove, and Lakeside Union School Districts to apply for the PEI funds. Grossmont Union High School District will act as the fiscal agent for this project.

This project is importation to Santee School District because:

- East County has the highest percentage of suicides in San Diego County.
- Adult suicides in Santee in 2006 were the highest in the East County.
- There have been eight Santee School District students who have disclosed suicidal ideation since January, 2009.
- There were two completed suicides by children in the East County in the past year.

The project supports suicide prevention specifically for seventh through twelfth grade students and staff training to learn about suicide prevention strategies. PEI is a two year contract with four years of possible extensions.

The PEI Contract would:

1. Provide school-based prevention and early intervention services using the public health approach that provides education and outreach for students, families, caregivers, healthcare providers, school staff, mental health providers, and peers about the warning signs and risk factors of depression and suicide, as well as protective factors that reduce the likelihood of suicide. Districts would use Signs of Suicide (SOS), an evidence based screening tool for students who have been identified as needing additional support and would ensure the fidelity of all evidence based prevention activities.
2. Develop a district over-sight team that consists of, at a minimum, a school administrator, teachers, other school staff mental health/other service providers, students and parents.
3. Include suicide prevention information in after school programs, clubs, or other groups that increase student's connectedness to the school and their community.
4. Implement a comprehensive suicide prevention approach.
5. Administer the "suicide ideation" questions as part of the California Healthy Kids Survey, or other suicide specific questions as required for the program.
6. Implement additional outcome measures for intervention that are more targeted and involve services provided beyond one-time encounter.

7. Participate in the analysis of results of the program to develop better outcomes and educate stakeholders.
8. Meet regularly as the regional suicide prevention team for ongoing monitoring and implementation.
9. Target early intervention services for students in risk categories outlined in the contract. This contract defines students who have alternative life styles as a targeted at risk population. This population has a higher rate of suicide nationwide. Santee District would not be asked to identify students in this group.
10. Develop an ongoing orientation and training for new staff to learn the identification of at risk behaviors and evidence based prevention strategies.
11. Provide services to families when available and applicable.

The program could fund a part time school social worker/educational counselor to implement the program. Additional funds are also available for small group support and coordination of existing services.

A Memorandum of Understanding for a subcontract with Grossmont Union High School District is currently being developed and will be available for Board review before submission on May 1, 2009

RECOMMENDATION:

Administration recommends that the Board of Education approve the intent to apply for PEI – Suicide Prevention Contract funding.

This recommendation supports the following District goal:

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

This recommendation supports the strategic planning area of increasing student resiliency and empathy skills by addressing the social/emotional development of children and families

FISCAL IMPACT:

This grant would provide \$40,000-\$50,000 each year for two to six years to address social emotional support and mental health services for seventh and eighth grade students.

STUDENT ACHIEVEMENT:

By providing support for students, these students will be better prepared to learn in the classroom.

Motion:

Second:

Vote:

Agenda Item E.4.2.

BACKGROUND:

Over the years the District has offered a variety of Summer School programs to address the needs of all students. This year, administration proposes that the District offer only the Extended Year Summer School Program from June 29, 2009 through July 24, 2009.

Special Education students who have Individualized Education Plans (IEP) and require extended year are entitled to attend the Extended Year Program. Students will receive 4.0 hours of instruction focusing on IEP goals, including a snack break. Teachers work a 4.5 hour day and instructional assistants assist classes as determined by each student's IEP. Transportation is available to all students in the Extended School Year Program.

Administration is proposing that we do not offer an Intervention Summer Academy this year for students considered academically at-risk. Due to State budget constraints, there are insufficient funds to cover the cost of the Intervention Summer Academy.

RECOMMENDATION:

Extended Year for Special Education Students in grades Preschool-7 is a mandated program. Administration of the programs will be accomplished through Educational Services staff with possible support of an administrative intern.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

It is estimated that the Extended Year Program for Special Education students in grades Preschool-7 will cost the general fund approximately \$140,000 for 2009.

STUDENT ACHIEVEMENT:

Staff employed for the Extended Year for Special Education Students in grades Preschool-7, will be assigned to assist students in meeting the goals established in each student's IEP.

Motion:

Second:

Vote:

Agenda Item E.4.3.

Consent Item E.5.2. Adoption of Resolution No. 0809-40, Declaring May 13, 2009 as the Day of the Teacher

Prepared by Minnie Malin
April 21, 2009

BACKGROUND:

Certificated employees who we fondly refer to as teachers, provide instruction to students and create a learning environment supported by caring, warmth, empathy, and understanding. Therefore, these employees deserve recognition for their dedication, tenacity, and creativity in the delivery of instruction to best meet the needs of all learners.

RECOMMENDATION:

Administration recommends that the Board recognize certificated employees by declaring May 13, 2009 as Santee School District's "Day of the Teacher."

This recommendation supports the following district goals:

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

FISCAL IMPACT:

This employee recognition will be paid from funds allocated by the Board on August 7, 2007.

STUDENT ACHIEVEMENT IMPACT:

Teachers are the foundation of student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.5.2.

SANTEE SCHOOL DISTRICT

Resolution No. 0809-40

WHEREAS, education is the most vital activity we as a society undertake to ensure the well-being of the nation; and

WHEREAS, education is dependent in large part on the talent and commitment of teachers; and

WHEREAS, teaching is a profession characterized by skill, knowledge, discipline, tenacity and creativity in the delivery of instruction; and

WHEREAS, teachers are a source of caring, concern, understanding, empathy and warmth; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance; and

WHEREAS, teachers at the Santee School District exemplify all of these qualities; and

WHEREAS, teachers at the Santee School District educate and motivate students who have not succeeded in other educational settings or have special needs that require unique skills and compassion, and

WHEREAS, teachers at the Santee School District have made a crucial difference in the lives of all students:

NOW, THEREFORE, BE IT RESOLVED that the Santee School District Board of Education and District Superintendent declare May 13, 2009 as the "Day of the Teacher"; and

BE IT FURTHER RESOLVED that the Santee School District Board of Education and County Superintendent of Schools encourage activities to recognize and honor Santee School District teachers on this day.

PASSED AND ADOPTED this 21st day of April, 2009 at a regular meeting of the Santee School District Board of Education.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 21st day of April, 2009 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 4/21/09

Clerk, Board of Education

Consent Item E.5.3. Adoption of Resolution No. 0809-41, Declaring May 17-23, 2009 as Classified School Employees Week

Prepared by Minnie Malin
April 21, 2009

BACKGROUND:

Classified employees serve, assist, and provide support to children and fellow employees of the Santee School District. Classified employees deserve recognition and public celebration of their caring deeds and contributions.

RECOMMENDATION:

Administration recommends that the Board recognize classified employees and commend all classified employees for their service to Santee School District by declaring May 17-23, 2009 as “Classified School Employees Week.”

This recommendation supports the following district goals:

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

FISCAL IMPACT:

This employee recognition will be paid from funds allocated by the Board on August 7, 2007.

STUDENT ACHIEVEMENT IMPACT:

Classified employees provide support to staff and students.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.5.3.

SANTEE SCHOOL DISTRICT

Resolution No. 0809-41

WHEREAS, classified employees assist the Santee School District in its commitment to provide quality educational programs and services to the children of the Santee community; and

WHEREAS, classified employees, individually and collectively, set an exemplary standard of performance and commitment; and

WHEREAS, classified employees provide knowledge, skills and expertise that are relied upon throughout the organization; and

WHEREAS, classified employees deserve rightful recognition and public celebration of their caring, their deeds, and their incalculable contributions to the children of the Santee School District:

NOW, THEREFORE, BE IT RESOLVED that the Santee School District Board of Education and District Superintendent hereby express their gratitude and commend all classified employees for their service to the Santee School District by designating the week of May 17-23, 2009 as "Classified School Employees Week".

PASSED AND ADOPTED this 21st day of April, 2009 at a regular meeting of the Santee School District Board of Education.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 21st day of April, 2009 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 4/21/09

Clerk, Board of Education

Consent Item E.5.4. Ratification of Employer-Employee Collective Bargaining Agreement with California School Employees Association Chapter 557

Prepared by Minnie Malin
April 21, 2009

BACKGROUND:

The California School Employees Association (CSEA) and the Santee School District have reached a tentative agreement. (See attached tentative agreement.) This agreement has been scheduled for ratification by CSEA membership on April 21, 2009.

RECOMMENDATION:

Administration recommends that the tentative agreement between the Santee School District and the California School Employees Association, Chapter 557 be ratified.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

This is a personnel item and will not impact the general fund.

Motion:

Second:

Vote:

Agenda Item E.5.4.

1
2 **ARTICLE XVIII**

3 **HEALTH AND WELFARE BENEFITS**

4 A. General Provisions.

5 The District will provide a health and welfare benefits program, through companies
6 designated by the District, for unit members who have a regular assignment of twenty
7 (20) or more hours per week. The plans and carriers shall be determined by the
8 Board. The District shall pay the cost of benefits to the extent provided below:

9 1. **Maximum District Contribution Toward Employee Health and Welfare Benefits.**

10 The District contribution toward employee health and welfare benefits is
11 prorated according to hours worked by the employee in his/her regular
12 assignment during the workweek. The District contribution toward health and
13 welfare benefits shall be applied toward the purchase of required and optional
14 benefits.

15 a. **Full-time employees.**

16 Employees having a regular assignment of eight (8) hours per day for
17 five (5) days a week and employees who regularly work forty (40)
18 hours per week on an alternate workweek schedule as described in
19 Article X, "Hours," Paragraph B, page 24, will be provided a maximum
20 annual District contribution of up to \$6291.84 to be applied toward the
21 purchase of required and optional benefits.

22 b. **Employees who work at least thirty (30) hours per week.**

23 Employees having a regular assignment of at least six (6) hours per
24 day but less than eight (8) hours per day for five (5) days a week and
25 employees who regularly work thirty (30) hours per week on an
26 alternate workweek schedule will be provided with an annual District
27 contribution reflecting 90% of maximum coverage (including
28 dependents) of up to \$5662.66 to apply toward the purchase of
29 required and optional benefits. This will be effective June 1, 2000.
30 The cap will not be increased.

31 c. **Employees who work at least twenty (20) hours per week.**

32 Employees having a regular assignment of at least four (4) hours per
33 day but less than six (6) hours per day for five (5) days a week and
34 employees who regularly work twenty (20) hours per week on an
35 alternate workweek schedule will be provided with an annual District
36 contribution reflecting 65% of maximum coverage (including
37 dependents) of up to \$4089.70 to apply toward the purchase of

1 required and optional benefits. This will be effective June 1, 2000.
2 The cap will not be increased.

3 2. Required Coverage.

4 Employees covered by this Agreement must select the following coverages:

- 5 a. Employee-only health coverage through one (1) of the plans and
6 carriers offered by the District.
- 7 b. Employee-only vision plan.
- 8 c. One (1) of the two (2) dental plans offered by the District:
9 (1) Employee-only plan.
10 (2) Employee and dependent prepaid dental plan.
- 11 d. \$50,000 life insurance plan, effective March 1, 1998.

12 3. Optional Benefits Coverage.

13 Employees shall have the option of: (1) enrolling all eligible dependents in the
14 health plan in which the employee is enrolled, or (2) choosing a discretionary
15 allowance which may be applied toward purchasing additional cancer
16 insurance, voluntary dental insurance, income protection, or receive as
17 compensation. The discretionary allowance shall be \$20 per month for
18 employees who work eight (8) hours per day, \$15 per month for employees
19 who work at least six (6) hours per day, and \$10 per month for employees
20 who work at least four (4) hours per day.

21 4. Unused Benefit Monies.

22 Any unused benefit monies shall remain the property of the District.

23 4. Plans and Carriers.

24 The plans and carriers shall be determined by the Board.

25 5. Cost in Excess of District Contribution.

26 In the event that increases occur in the cost of required health and welfare
27 benefits during the term of this Agreement to the extent that those costs
28 exceed the amount of the District contribution, such increases in costs shall be
29 deducted from each eligible unit member's payroll warrant.

30
31 B. Terminating Employees.

32 Any employee who terminates his/her employment with the school district shall have
33 his/her health benefits continue through the end of the month in which he/she
34 terminates.

35
36
37

1 C. Benefit Year.

2 For purposes of this article, a benefit year shall be defined as the period of time
3 between ~~January 1 and December 31.~~ July 1 and June 30.

4 D. New Employees.

5 New employees shall qualify for benefits on the first (1st) day of the month following
6 hire date.

7 E. Benefit Selection Sheets.

8 Each year no later than ~~November 15,~~ May 15, every employee who qualifies for
9 benefits is required to turn in to the Human Resources Department the benefit
10 selection form provided by the District. This form authorizes the District to enroll in
11 and/or continue benefit selections for employees. This form must be turned in
12 regardless of whether or not there are any changes in an employee's benefit program.
13 It is the individual employee's responsibility to comply with the provisions of this
14 section and failure to do so may result in a reduction of the total benefit allowance for
15 the employee. If an employee wishes to change and/or add any benefits, he/she must
16 pick up the appropriate forms from Human Resources and include them with the
17 benefit selection form which is submitted by the ~~November 15~~ established deadline.

18 F. Insurance Plans.

19 Enrollment requirements, eligibility requirements, and other specific rules and
20 regulations governing participation in the District-offered insurance plans are subject
21 to the rules and regulations established by the insurance carriers.

22 G. Retired Employees' Health Benefits.

23 Bargaining unit members retiring shall be eligible and may apply for paid medical and
24 health insurance benefits on the following basis:

- 25 1. The employee must have the equivalent of fifteen (15) years of full service
26 with the Santee School District, the last five (5) years of which must be
27 consecutive, and have reached or passed the age of fifty-five (55) years.
- 28 2. The coverage will only provide health and medical benefits as covered under
29 one (1) of the health and medical plans provided by the District, whichever the
30 employee was insured under during the last year of employment unless the
31 employee relocates and is 100 miles or more from a medical facility covered
32 by his or her plan.

33 If the employee relocates and is 100 miles or more from a medical facility
34 covered by his or her plan, the employee may appeal to the District to change
35 medical coverage with the provision that the employee will be responsible for
36 paying any additional cost for medical coverage either annually or quarterly.
37 The employee will also be expected to sign an agreement with the District

- 1 releasing the District from any liability of lapsed coverage due to the employee
2 not making a timely payment to the District for additional medical coverage.
- 3 3. The District will pay the health and medical premiums for the retiree. The
4 District contribution to this coverage will be governed to limits as provided in
5 Section A of this Article.
- 6 4. The District will continue to provide this coverage until the retiree reaches the
7 age of sixty-five (65) or is eligible for Medicare, whichever comes first.
- 8 5. These benefits cover the retiring employee only and are not extended to
9 dependents.
- 10 6. Only bargaining unit members retiring after November 19, 1985, are eligible
11 for the above employee health benefit provisions.

12 H. Classified Employees Flexible Spending Account Plan.

13 The District flexible spending account plan has been designed to meet Internal
14 Revenue Service (IRS) guidelines as a "cafeteria plan" under IRS Section 125. The
15 flexible spending account plan allows the classified employee the option of extending
16 and/or paying for (1) additional health benefits, (2) some health care not covered by
17 other benefit plans, and (3) some dependent care expenses by placing a portion of
18 his/her salary into special accounts.

19 1. Intent of the Flexible Spending Account Plan.

20 Neither the District nor the Association provides tax advice to employees in
21 regard to their participation in the flexible spending account plan. It is up to
22 the individual employee to choose to participate or not participate in this plan
23 and to determine the level of participation. The intent of offering the plan is to
24 provide a cafeteria plan which complies with IRS regulations. This benefit (the
25 flexible spending account plan) is bound by IRS guidelines.

26 2. Flexible Spending Accounts.

27 There shall be three flexible spending accounts available for the classified
28 employee.

29 These accounts will be:

- 30 a. Premium Conversion Account
31 b. Dependent Care Account
32 c. Medical Reimbursement Account

33 Participation in any or all of the above accounts is an option to be decided by
34 each employee. The amounts directed into these accounts are at the
35 discretion of the employee and must be within the guidelines set by the
36 Internal Revenue Service.

1 It shall be the employee's responsibility to participate in yearly open
2 enrollment periods and to notify the District, with appropriate District-supplied
3 forms, as to the exact amounts of the deductions directed toward each flexible
4 spending account. Employees may choose to increase, decrease, or stop
5 participation during an annual open enrollment period.

6 Flexible spending accounts may be changed only during the annual open
7 enrollment period unless the employee has a change in family status during
8 the year. A change in family status includes marriage or divorce, birth or
9 adoption, death, or the termination of the employee's spouse's employment.

10 3. District Contribution to the Flexible Spending Account Plan.

11 The District contribution to the flexible spending account plan shall be that
12 amount provided for employee Health and Welfare Benefits, Article XVIII. The
13 District contribution shall be applied toward required and optional coverages.

14 4. Forfeiture of Funds.

15 If an employee does not use all funds in his/her flexible spending account
16 during the benefit year (~~January 1 through December 31~~), (July 1 through
17 June 30), those funds remaining in a flexible spending account must be
18 forfeited in accordance with current tax laws. In the event that there are funds
19 in employees' flexible spending accounts after the end of the benefit year,
20 those funds will be forfeited and applied toward the costs of operating the
21 plan.

22 5. Administration of Plan.

23 There will be a monthly administrative cost paid by the employer for portions
24 of this plan (Medical Reimbursement and Dependent Care accounts). The
25 administrative cost shall be set during the open enrollment period.

26 I. Opt-out Program.

27 ~~With the beginning of enrollment for the 2005 benefit year, only employees previously~~
28 ~~enrolled in the benefit opt-out provision will be able to continue in the benefit opt-out~~
29 ~~program. Once employees discontinue participation in this program, they will not be~~
30 ~~able to re-enroll under the opt-out program. There will be no new enrollees into this~~
31 ~~program beginning with the enrollment period for the 2005 benefit year and this option~~
32 ~~will expire for all employees beginning with the 2010 benefit year.~~

33 Employees wishing to participate or continue in the benefit opt-out provision must
34 follow established District rules each year regarding written proof of other insurance
35 coverage. A Medical Insurance Waiver Form must be submitted to the District's
36 Human Resource Department, Benefits and Risk Management Specialist, during the
37 Open Enrollment period. Employees who do not provide the required documents

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within the specified open enrollment period each year will lose their ability to participate in the benefit opt-out provision for that benefit year. Benefit opt-out participation may be limited by the insurance provider.

<i>Brad</i>	<i>4-1-09</i>	<i>Minnie Mal</i>	<i>4-1-09</i>
CSEA Representative	Date	District Representative	Date

Kathy Jones
Kurti Shean
~~*Kathryn S Rasmussen*~~
Prerna Edgerton

DISCUSSION AND/OR ACTION ITEMS Item F.

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

Discussion and/or Action Item F.1.1.
Prepared by Dr. Lis Johnson
April 21, 2009

School Name Change: Process and
Procedures

BACKGROUND:

This item was placed on the agenda at the request of Member Burns.

At the March 17, 2009 Board meeting, Cheryl Bowen, Prospect Avenue Principal, brought forward a proposal for an academy focus for academic curriculum at Prospect Avenue School beginning the 2009-10 school year. Mrs. Bowen’s proposal also included a name change for the school. The proposal was approved unanimously by the Board; however, Member Burns indicated that since there is no current Board Policy for changing the name of a school, a formal approval process should possibly be considered and developed. The name of a school embodies the traditions of students who are alumni of the school and their families. A process, or Board Policy, could be developed that would apply to all schools considering a name change in the District.

Tonight the Board is requested to discuss a process for submitting a name change for a school to the Board. A sample policy from CSBA is also provided for the Board’s reference.

RECOMMENDATION:

Administration is requesting Board discussion about the process for Board approval of changing the name of a school. Action is at the Board’s discretion.

This recommendation supports the following district goal:

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

FISCAL IMPACT:

Some costs are incurred with the name change of a school including, marquees, site and District stationary, web site changes, and potential clothing costs but these will vary with the school.

STUDENT ACHIEVEMENT:

This is not applicable to the item and has no measurable correlation at this time.

Motion:		Second:		Vote:		Agenda Item F.1.1.
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CSBA Sample | 7000 | BP 7310 Facilities

Naming of Facility

Note: The following optional policy may be revised as desired to reflect district criteria for naming new and existing school facilities.

The Governing Board shall name schools or individual buildings in recognition of:

1. Individuals, living or deceased, who have made outstanding contributions to the county or community
2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance
3. The geographic area in which the school or building is located

The Board encourages community participation in the process of selecting names. A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.

(cf. 1220 - Citizen Advisory Committees)

The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.

Memorials

Upon request, the Board shall consider naming buildings, parts of buildings or athletic fields in honor of the contributions of students, staff members and community members who have been deceased for at least one year.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

(2/86) 2/96

Discussion and/or Action Item F.1.2.
Prepared by Bill Clark
April 21, 2009

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

BACKGROUND:

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

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

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

Based upon the current facilities and finance plans of the District, and subject to the limitations of State law, it is proposed to issue and sell not to exceed \$19,000,000* of 2009 General Obligation Bond Anticipation Notes of the Santee School District (“2009 Notes”) from the unissued portion of Proposition R funds at this time (*the finalized value will be presented to the Board at its meeting of April 21, 2009). The 2009 Notes would be issued for a number of reasons, including, but not limited to, completion of current facilities projects on the projected time frames. It is expected that the 2009 Notes would be repaid from the proceeds of general obligation bonds issued under the Proposition R bond authorization at some point in the future. The 2009 Notes can also be repaid by renewal general obligation bond anticipation notes (not to exceed a total term of 5 years), from taxes which may be levied against taxable property within the District (to the extent permitted by law) and from other District revenues and/or securities (if that were to prove necessary).

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

("Dissemination Agent") and California Financial Services, as Program Manager to the District ("Program Manager").

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

Under the proposed documents, the Board would adopt Resolution No. 0809-39 providing for the issuance of the 2009 Notes (*A finalized resolution will be presented to the Board at its April 21, 2009 meeting*). Certain of the terms governing the 2009 Notes would be set out in an Indenture that would be entered into between the District and U.S. Bank National Association as Trustee. The basic form of the Indenture is attached to Resolution No. 0809-39. The final terms of the 2009 Notes pertaining to maturity date, interest rate(s) and form(s) of the 2009 Notes and related matters will be set out in the Indenture once final sale terms are agreed to.

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

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following goals:

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

FISCAL IMPACT:

Based upon the current facilities and finance plans of the District, and subject to the limitations of State law, it is proposed to issue and sell not to exceed \$19,000,000* of 2009 General Obligation Bond Anticipation Notes of the Santee School District (“2009 Notes”) from the unissued portion of Proposition R funds at this time (*the finalized value and Resolution #0809-39 will be presented to the Board at its meeting of April 21, 2009).

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item F.1.2.

BACKGROUND:

The Santee School District has investigated solar options to provide shade for schools, reduce energy costs, provide operating savings, and reduce the District's impact on the environment. At its special meeting March 25, 2009, the Board of Education took action to close the existing solar contracts/proposals and directed administration to proceed with a new request for proposals (RFP) based on the fact that:

- A. Existing criteria has changed from the initial criteria the District proposed in their RFP in which the District sought to own the solar system. Financing through that time was projected to be a part of the sale of bonds. However, the fiscal yield of selling bond dollars has been severely reduced.
- B. The fiscal assumptions in the financial market have changed; and high interest rates stymied our initial proposal. New opportunities may benefit the District without using our revenue and the District can take its time to analyze these options.
- C. An extension of solar credits (expiring in October) approved by the Center for Sustainable Energy has allowed the Board more time to pursue all options that meet criteria the Board establishes.
- D. The Center says we can request three credit extensions.
- E. With the new criteria, the Board may wish to have proposals, new or old, analyzed by independent agencies such as Innovative Energies (a CSBA recommended company) or the Center for Sustainable Energy.

RECOMMENDATION:

It is recommended that the Board of Education discuss the details, provide input, and authorize the issuance of a new RFP for solar energy based on new criteria established by the Board. The new criteria is included in the attached RFP and administration is requesting Board discussion about this criteria. Approval of the final RFP, including any Board input is at the discretion of the Board.

Once approval of the RFP is obtained, administration recommends that it be reviewed by an independent agency and legal counsel.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The District seeks to provide shade for students and staff while generating energy savings. The District seeks to save approximately \$100,000 or more annually through solar and other energy cost saving measures.

Two possible independent agencies to review the RFP include:

<u>Independent Agency</u>	<u>Cost</u>
• The Center for Sustainable Energy	\$150 per hour
• Innovative Energy Services (a CSBA recommended company)	Not to exceed \$5,000

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item F.1.3.



Santee School District

REQUEST FOR PROPOSALS

SOLAR POWER PROJECT

PROPOSALS DUE:

BY 4:00 P.M.

DATE: TBD

SANTEE SCHOOL DISTRICT
9625 CUYAMACA STREET
SANTEE, CA 92071-2674

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- 4.0 PROPOSAL REQUIREMENTS
- 5.0 SUBMITTAL REQUIREMENTS
- 6.0 PRE-SUBMITTAL ACTIVITIES
- 7.0 CONTRACTOR NOMINATION AND SELECTION PROCESS
- 8.0 EVALUATION CRITERIA
- 9.0 SCHEDULE
- 10.0 LEGAL REQUIREMENTS
- 11.0 SPECIAL CONDITIONS

ATTACHMENTS

- A. Scope of Work
- B. Project List
- C. Pricing Sheet

REQUEST FOR PROPOSALS SOLAR POWER PROJECT

1.0 INTRODUCTION

The Santee School District (District) is requesting proposals from qualified firms or a consortium of firms (Contractor) to design, install, own, operate and maintain solar power systems at facilities owned by the District. Evaluation of proposals will be based on a combination of experience, qualifications, a match for the District criteria and price.

The “System” as defined above shall include any and all solar equipment including but not limited to, inverters, conduits, and other equipment necessary to deliver the solar electricity to the District facilities at the interconnection point, as well as any shade structures or mounting systems required to accommodate the proposed size of the System.

The District will not provide reimbursement to contractors for any costs and expenses incurred in connection with this Request for Proposal (RFP), including the costs of performing the feasibility analysis required for submission of a proposal.

2.0 SANTEE SCHOOL DISTRICT BACKGROUND

The Santee School District is a K-8 elementary school District with 6300 students, 9 elementary schools, alternative facilities and a District office. The District recently modernized 5 of its schools and is continuing to modernize the remaining 4 schools. New construction is in the cue for all 9 facilities including new libraries or Learning Resource Centers and 7 junior high buildings. Curb appeal is critical for all new construction including solar.

3.0 SPECIAL CONSIDERATIONS

3.1 Project Goals and Objectives

The intent of the District is to achieve the following general goals and objectives by pursuing the installation of solar power systems at their respective facilities:

- To utilize embankments and spaces where shade is needed for students and areas not limiting playground space, invisible to the curb appeal of the school and/or other agency-owned spaces to effectively generate electricity using solar power systems.
- To contract with a firm or consortium of firms (contractor) to design, install, own, operate, and maintain the installed facility, or to identify optional financial alternatives and/or costs for the design and installation of the required solar power systems.
- To purchase the power generated at an agreed upon price through a power purchase agreement.
- To obtain credit for generating renewable energy in attainment of District goals.
- To reduce the per unit cost of developing solar energy systems by making a significant and long-term investment.
- To facilitate the investment in solar power systems by industries and businesses within the region, to increase energy diversity, and to reduce dependence on fossil fuels.
- To enhance the economic value of District assets by developing the assets in such a way to support District goals.
- To provide structures that aesthetically align District’s modernization project through aesthetic design and placement of these structures.

- To educate the public about the benefits of renewable energy generation.
- To improve environmental quality in the San Diego area, and
- To establish a relationship with a solar power system developer that facilitates the highly cost effective development of solar power systems at the District.

3.2 Project Schedule

The contractor is to provide as part of its Proposal a detailed implementation schedule for the described solar system project indicating the expected milestones and timing for each task. This schedule is to include a proposed implementation schedule for each viable project and aligned with the timeline to obtain credit savings, as much as is possible.

4.0 PROPOSAL REQUIREMENTS

Written proposals shall include a discussion of the contractor's approach to the project(s); clearly and concisely explain their proposed business structure; identify key personnel; and propose project plan(s) and schedule(s).

4.1 General

- 4.1.1 The Proposal should be concise, well organized, and demonstrate the Contractor's understanding of the Project(s).
- 4.1.2 Contractors will be evaluated based on the information submitted in accordance with Section 4.0 Proposal Requirements.

4.2 Contents

Proposals submitted in response to this RFP shall be in the following order and shall include:

4.2.1 Executive Summary

Include a one-to-two page overview of the entire Proposal describing the highlights of the Proposal.

4.2.2 Identification of Contractor

- Legal name and address of contractor or prime contractor (if proposal is submitted by a consortium).
- Name and address of principal place of business.
- Legal status of contractor (sole proprietorship, partnership, corporation, joint venture, etc.). If joint venture or partnership, identify the members of the joint venture or partnership and provide all information required under this section for each member.
- If company is wholly owned subsidiary of a parent company, identify the parent company.
- Address(es) of office(s) located in San Diego County, if applicable.
- Number of years company has maintained an office in San Diego County, if applicable.
- Number of employees in San Diego County, if applicable.
- Name, title, address, telephone number, and email address of person to contact concerning the Proposal.

4.2.3 Project Team:

- Name of contractor or prime contractor (if proposal is submitted by a consortium).
- Name of project manager and a description of the person's experience as it applies to the Santee School District project.
- Total capacity in kilowatts (kW) of solar systems placed into primary schools K-12 or commercial operations or practical demonstration of such structures to date.
- Names of other consortium member firms and the persons from those firms dedicated to this project.
- Roles and responsibilities of each consortium member, and the relationship between the members, including an organizational chart.
- A brief description of each consortium member's firm and their ability to contribute to successful solar program implementation (history, performance of similar scope of services, etc.).
- History of past projects that the consortium members have worked on together.

4.2.4 Personnel Information

Proposals shall include resumes for key personnel involved with the DISTRICT program, including any subcontractors.

4.2.5 Experience

Proposals shall include the following information:

- a. Overview of the contractor's commercial grid-connected photovoltaic (PV) experience (do not include residential PV experience)
- b. Commercial Megawatts (MW) of grid-connected PV installed to date by the contractor
- c. Breakdown by application (roof mounted, ground mounted, carport etc.) installed by the contractor
- d. Average commercial grid-connected PV system size installed by contractor during the last three years
- e. Total commercial MW of grid-connected PV systems installed by contractor in State of California
- f. Total commercial MW of grid-connected PV systems installed by contractor for California based Public Utilities
- g. Total commercial MW of grid-connected PV systems installed under a Power Purchase Agreement.
- h. Total in dollars of commercial solar systems installed by contractor funded through Power Purchase Agreements during the last 8 quarters. Provide a breakdown for each quarter.

4.2.6 References:

List 10 or more commercial grid-connected PV projects installed by the contractor or prime contractor if a consortium proposal in the United States over the last five years that exceed 350-kilowatts (kW). Include for each reference project listed:

Exact role contractor performed for the project (e.g. material supplier, lead contractor, electrical subcontractor, design, consulting etc.).

- Location
- Product name/type
- Application description
- Customer name and contact information
- Date installed and date operational
- Project cost
- Equipment (PV module) used
- kW rating
- Kilowatt hour (kWh) produced since system installation
- Current operational status of system
- Provide actual system data for five (5) of the grid-connected projects that demonstrate 90% or better availability of the PV projects used as customer references.
- If contractor or any of the executive officers of contractor have been a party to a lawsuit involving the performance of any equipment installed by contractor, provide a summary of the issues and the status of the lawsuit.
- Proposals shall provide evidence of development of at least three Power Purchase Agreement projects in California in the last two years, either in conjunction with a third party investor, or solely.
- Proposals shall demonstrate proven, robust data acquisition systems that include tracking of site-specific actual kWh production and actual meteorological data including tracking of solar irradiance, ambient temperature, and module temperature, with data available remotely.
- Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed safety and interconnection standards. All equipment components must be UL certified, and meet existing facility structural and fire safety requirements.
- Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed environmental standards.
- Has your company or organization ever had a contract terminated for cause or convenience? If so, please list and explain the reason for termination.
- Has your company or organization ever been debarred or suspended from doing business with any governmental entity?

4.2.7 Technical Approach and Product/Technology Description

Contractor shall either a) state that their systems will comply with all of the requirements of this RFP, or b) list the items that would not comply and provide reason(s) why.

Describe the technology (or technologies) that your company proposes for the proposed applications including the following information:

PV module description, brand(s) and model numbers

Inverter type and brand(s) and efficiency (in %)

Technology patents held by the contractor for the proposed system (if applicable)

For each technology described above, describe any other benefits your system provides that other systems might not provide, but only if such benefits can be readily measured and agreed to by an independent engineer.

For each technology described above, define the maximum wind speed that the technology has been tested for, and the testing authority.

For each technology described above, provide AutoCAD drawings showing the proposed PV system layout at the potential site.

4.2.8 Site-Specific Solar Technical Proposals

The District identified potential solar sites (see Attachment B). Energy Data regarding the selected sites can be found in Attachment B. In addition to the information provided, contactors shall have an opportunity to visit each site before submitting their final pricing proposal. Contractors are asked to submit specific technical proposals that optimize solar power output based on the specific facility's electrical load and rooftop, parking lot and/or ground area available for mounting solar systems. It is the contractor's responsibility to validate the available rooftop, parking lot or ground area for each facility based on the information provided and the site visits.

A. Technical Description

Contractor shall provide the following technical description of the technologies it proposes to install at each specific site:

- Guaranteed power capacity (DC kW), measured at the inverter(s) input
- Guaranteed power capacity (AC kW), measured at the inverter(s) output
- Show nominal and de-rated AC kW production, including data assumptions for winter and summer hours of solar generation. Summer on-peak, mid-peak, and winter peak hours must be explained with some detail of assumptions and performance criteria based on seasonal sunlight availability and variable weather conditions.
- Estimated capacity factor (%) and annual output (kWh), and provide the methodology used to develop the estimates
- Guaranteed solar panel degradation rate over a twenty-year period
- Solar array materials
- Inverters
- Structural materials
- Balance of system components
- Configuration, including flat-mounted versus tilt-mounted system
- Structural requirements, including if roof penetration is necessary
- Operation and maintenance requirements, including personnel and hours
- Typical or projected degradation rates for field installations of this type over a twenty-year period
- Typical useful life of significant components, include solar array and inverters
- Benefits specific to the system proposed
- Any product or warranty enhancements being offered

B Monitoring Description

Contractor shall also provide a description of the monitoring system that will be installed at each specific site, including:

- Equipment requirements
- Data output
- Maintenance requirements

Describe how the information needed, as described in the Scope of Work, will be provided by the proposed monitoring system

4.2.9 Qualifications

Proposals must provide information that clearly demonstrates the ability of the contractor to fully deliver the services outlined in the Scope of Work. Given the magnitude of the solar system program investment, the District is interested in establishing a relationship with a contractor or a consortium of firms that has:

- a. demonstrated extensive experience in the successful installation, operation, maintenance, and management of multiple, large commercial or public solar power systems.
- b. worked with a public entity on a solar power program
- c. established a local office or project manager (or intends to, if selected).

4.2.10 Operation and Maintenance Service Information

Provide an overview of your proposed system output performance verification methodology. Explain whether it is remote, web-based, etc. Describe the end-user interface.

4.2.11 PV Supply

Proposals must provide evidence of PV supply through supply contracts or other documentation that shows the expected availability of the minimum requirements to fulfill this RFP of UL-listed high efficiency PV modules for delivery and installation in California.

4.2.12 Financial Capacity

Proposals shall include audited financial statements for the past three years for the contractor or the prime contractor if a team proposal. Contractor shall also demonstrate bonding capacity to accommodate the magnitude of the District's project. Contractor should describe their bonding capacity and name the relevant sureties or insurance companies that serve as its payment and performance bonding agent.

4.2.13 Contractual Compliance with Warranty Requirements

Contractor shall provide a statement indicating commitment to the minimum warranties outlined under Scope of Work, Section J, Warranties.

4.2.14 Contracts

Contractor shall provide a copy of their standard solar power purchase agreement with the proposal. The power purchase agreement is subject to negotiation with the contractor selected.

4.2.15 Price Proposal

One pricing sheet for each potential site (see Attachment B for list of sites) is to be prepared and submitted as part of the proposal. Cost effectiveness of the site specific proposals including escalation factors and multi-site discounts are included in the evaluation criteria (see Attachment C) and will be included in negotiations with the selected contractor.

Power Pricing

Contractor shall provide power pricing based on:

- Fixed kWh price over the proposed term of the power purchase agreement;
- Fixed tariff discount identified as a percent discount against the site specific tariff
- Price indexed to an established commodity pricing index.

Contract terms that may be considered include, but are not limited to:

Floor and ceiling prices, prices indexed to market or tariff rates, short and long term transactions, purchase and sale of renewable energy credits, and other provisions that will optimize the financial benefits to the District and ensure project viability for the contractor.

4.2.16 Addenda to this RFP

Contractor shall confirm in its Proposal the receipt of all addenda issued to this RFP. Contractor is not required to include copies of the actual addenda in its Proposal.

5.0 SUBMITTAL REOUIREMENTS

All proposals must be in strict conformity with the RFP documents, including addenda. Contractor shall submit as follows:

- 5.1 One executed original, and four (4) copies of the Proposal shall be submitted. Also submit one electronic copy of the executed original on CD.
- 5.2 The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the contractor.
- 5.3 The Proposal must be received no later than 4:00 p.m. on TBD at the following address:
Santee School District
9625 Cuyamaca Street
Santee, CA 92071-2674
Attn: Eric Hall or Dr. Lisbeth Johnson

- 5.4 The Proposal shall be submitted in sealed package(s) with the following information clearly marked on the outside of each package:
- Name of contractor
 - Project title: SOLAR POWER PROJECTS
 - Package number (e.g., 1 of 2 of etc.)
 - The word “PROPOSAL” written or stamped in red
- 5.5 Failure to comply with the requirements of this RFP may result in disqualification.
- 5.6 Proposals and/or modifications thereto received subsequent to the hour and date specified above will not be considered and will be returned unopened to the proposer.

6.0 PRE-SUBMITTAL ACTIVITIES

6.1 Questions Concerning the RFP

All questions regarding the RFP should be presented in writing to:

Santee School District
 9625 Cuyamaca Street
 Santee, CA 92071-2674
 Attn: Eric Hall or Dr. Lisbeth Johnson
 E-mail: ljohnson@santee.k12.ca.us

as soon as possible, but no later than 5:00 p.m. on _____ 2009.

6.2 Pre-proposal Meeting

A proposal meeting, including a site tour will be held on _____ at _____, at the address listed above. There will only be one opportunity extended to tour the proposed sites listed in Attachment B. Therefore contractors are strongly encouraged to attend the pre-proposal meeting and all site tours. Please see Attachment F for a detailed site tour schedule.

6.3 Revision to the RFP

The District reserves the right to revise the RFP prior to the date proposals are due. Revisions to the RFP shall be distributed to all potential contractors. The District reserves the right to extend the date by which the proposals are due.

7.0 CONTRACTOR NOMINATION AND SELECTION PROCESS

- 7.1 A Contractor Selection Panel (Panel) will be established for this project and will include representatives from the District, representatives of participating member agencies and/or the general public.
- 7.2 Based on the proposals submitted, the District’s Panel will select a short list of qualified contractors for this project.
- 7.3 The Panel may interview the short-listed contractors. Based on the Proposal and

interview, the Panel will rank the finalists in accordance with the selection criteria. The Panel will recommend the selected contractor to the District Superintendent; and will request authority to enter into negotiations with the selected contractor. The Superintendent, or his or her designee, has final authority for the selection of the contractor and the decision to negotiate and approve a contract for projects with the District after Board approval.

- 7.4 Upon receipt of the authorization to negotiate from the District’s Superintendent, the District will establish a negotiating team and enter into negotiations with the selected contractor. Negotiations will cover: scope of work, contract schedule, technical specifications, and savings or price. If the negotiating team is unable to reach an acceptable contract with the selected contractor, the negotiating team will recommend to the District Superintendent that the negotiations be terminated and that negotiations with the second ranked contractor be initiated. The District Superintendent has final authority to terminate negotiations and move to the next ranked contractor.
- 7.5 After negotiating a proposed contract that is fair and reasonable, the negotiating team will recommend to the Superintendent that the District Board may approve entering into the proposed contract. The District Administration will make the final recommendation to the District School Board, if required, concerning the proposed contract.

8.0 EVALUATION CRITERIA

At a minimum, proposals and contractor selection will be evaluated based on the following minimum criteria: (See Section 4.0 – Proposal Requirements for detailed information).

Overall completeness, clarity, and quality of the proposal and responsiveness to the RFP.

Qualifications and experience developing, owning, operating, and maintaining solar projects, similar to those proposed, that meet power production specifications over significant terms.

Cost effectiveness of the site-specific projects.

Project team and organizational approach.

Demonstrated ability to design, construct operate and maintain multiple concurrent systems including all projects determined to be feasible.

Design ability to develop an aesthetically aligned structure placed in appropriate locations of the elementary schools.

Technical approach to the site-specific projects/implementation schedule.

Financial condition and demonstrated ability to obtain funding for multiple concurrent systems.

Evidence of previously installed projects where energy output is reasonably predicted.

9.0 SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

The DISTRICT anticipates that the process for nominating and selecting a contractor, and

awarding the contract, will be according to the following tentative schedule:

- 9.1.1 Advertise and issue RFP: Date: TBD
- 9.1.2 Pre-proposal meeting: Date: TBD
- 9.1.3 Site Tours Date: TBD
- 9.1.4 Proposal due date: Date: TBD
- 9.1.5 Oral interviews: Date: TBD
- 9.1.6 Selection and notification: Date: TBD
- 9.1.7 Contract negotiation complete: Date: TBD
- 9.1.8 Approval of Contract: Date: TBD
- 9.1.9 Notice to Proceed: Date: TBD

10.0 LEGAL REQUIREMENTS

10.1 (To be determined.)

11.0 SPECIAL CONDITIONS

11.1 Reservations

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for work. The District reserves the right to award this contract to the contractor(s) determined to offer the quality, standards, and prices most advantageous to the District.

11.2 Public Records

All Proposals submitted in response to this RFP become the property of the District and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review. However, the District proposals shall not be disclosed until negotiations are complete and a recommendation for selection and award is made to the Santee Board of Education.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Proposal. Note that under California law, price proposal to a public agency is not a trade secret. The successful contractor shall be responsible for defending its determination that any redacted portions of the RFP are confidential, trade secret or otherwise not subject to disclosure. Contractor shall defend, indemnify and hold harmless the District from any and all claims arising from or relating to Contractor's determination that the redacted portions of the RFP are confidential, proprietary, trade secret or otherwise not subject to disclosure.

11.3 Right to Cancel

The District reserves the right to cancel, for any reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, all proposers will be notified in writing by the District.

11.4 Additional Information

The District reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

11.5 Conflict of Interest

The contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices. The District has established a policy concerning potential conflict of interest in program management, design and construction. This policy applies to all contractors and their proposed subcontractors.

11.6 Public Information

Release of Public Information –Contractors desiring to release information to the public must receive prior written approval from the District.

11.7 Insurance Requirements

The District requires contractors and vendors doing business with it to obtain insurance. Insurance requirements and limits will be established by the District during negotiations of the Power Purchase Agreement (PPA). Certificates of insurance in compliance with the limits established in the PPA must be provided within 15 days of approval of the power purchase agreement and prior to commencement of any work on the project.

11.8 Noncollusion

Contractor shall not submit a proposal on behalf of or in the interest of any undisclosed person, partnership, company, association, organization, or corporation. The Proposal shall be genuine and not collusive or a sham or false proposal. Contractor shall not in any manner directly or indirectly with any one seek to have others refrain from submitting a proposal; shall not agree, communicate or conference with anyone to fix any overhead, profit or cost element of the proposal price, or to secure any advantage against the District or anyone interested in submitting a proposal in response to this request. Contractor shall not submit any false statements and shall not pay any fee to any corporation, partnership, company, association, organization, or to any member or agent to effectuate a collusive or sham proposal.

ATTACHMENT A

Scope of Work

The Santee School District (District) is seeking a firm, or a consortium of firms (contractor), to provide cost effective solar power systems (standard photovoltaic, thin film, etc) at various District sites. The preferred approach by the District is to enter into power purchase agreement(s) for terms up to twenty years with a solar system developer for sites determined to be viable, The District has evaluated individual facilities that appear to have potential of accommodating solar systems. See Attachment B.

In responding to this RFP, the contractor will conduct a preliminary feasibility analysis and submit a completed pricing sheet for each potential site. This preliminary feasibility analysis shall be at no cost to the District. Following selection of a contractor, the contractor may be asked to conduct or may recommend that feasibility analyses be conducted at sites in addition to those included in this RFP. The decision to pursue solar installations will be at the sole discretion of the District.

The services provided by the contractor shall include all tasks required to design, fabricate, deliver, install, own, operate and maintain the solar system. The District may consider alternate proposals to contractor ownership/power purchase agreements; however, any alternate proposals shall be in addition to (not a substitution for) the proposals assuming contractor ownership.

The contractor shall visit the District school sites and additional locations and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits, and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its proposal price within the terms of the contract; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with the requirements of the contract.

The scope of services provided shall also include, but not be limited to all labor, taxes, services, and equipment necessary to produce fully operational solar systems at the agreed District facility. In addition the scope of services will include public outreach efforts including conducting public meetings for homeowner groups as necessary to present project design information, respond to questions and generate support for the project or projects.

A) Design, Engineering and Permitting

The selected contractor shall design/engineer solar systems to maximize solar energy resources at District facilities, taking into consideration the facility's electrical demand and load patterns, proposed installation sites, available solar resources, existing site conditions, proposed future site improvements, applicable zoning ordinances, installation costs, and other relevant factors.

For each solar site, the developer shall provide design documents that communicate the following minimum information:

- System description
- Equipment details & description
- Layout of installation
- Layout of equipment
- Selection of key equipment
- Specifications for equipment procurement and installation
- All engineering associated with structural and mounting details
- Performance of equipment components and subsystems
- Integration of solar system with other power sources
- Electrical grid interconnection requirements
- Controls, monitors and instrumentation
- System for performance monitoring

The contractor shall submit design documents to the District as applicable for review and approval. The plans shall be in an electronic format using AutoCAD. Specifications shall be submitted in MS Word format.

In conjunction with District input, the contractor shall identify an appropriate location for the inverter and its related components and environmental control systems that will meet the following criteria:

1. There is no up-front monetary investment on the part of the District in the solar project. Any revenue used to pay for solar structures must be paid from savings.
2. Energy output and fiscal savings must cover any future payments.
3. Vendors proposal guarantees a positive cash flow within a range of savings each year for 25 years. (A \$20M to \$30M savings at the end of 25 years.)
4. Vendor must propose a design and location build-out plan that does not interfere or disrupt modernization or construction.
5. All proposals will be reviewed by an independent agency, at a cost approved by the Board, confirming that the vendor's proposal meets District criteria before recommending the proposal to the Board.
6. Structures must align aesthetically with 1) elementary school facilities, 2) new construction and modernization, and 3) curb appeal of schools.
7. Preferable to be completed in a timeframe to receive some or all of the solar credits.
8. Must be able to work collaboratively with administration to meet the interests of an elementary school District.
9. Buy-out term options shall include a firm "fair market" value cost range; however, removing structures if District does not plan to buy-out.
10. Must not disturb District facility and curb appeal interests.
11. Must have a maintenance plan at no cost to the District that supports the highest level of solar energy production.
12. Must have a resume that include success solar construction and installation on a school site or commercial site including a PPP or a PPA finance structure.
13. Ease of maintenance and monitoring.
14. Efficient operation.
15. Low operating losses.
16. Secured location and hardware
17. Compatibility with existing facilities
18. Avoidance of flood prone areas

The contractor shall secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to the District. The appropriate agency will become the signatory on applications, permits, and utility agreements only where necessary. The contractor shall complete and submit in a timely manner all documentation required to qualify each system for available rebates and incentives.

No products shall be brought onto the construction site without the expressed written approval of the applicable District Superintendent's administrative designee.

B) Additional Requirements

- 1) The contractor is responsible for the design for all elements of the project, including but not limited to: civil, structural, architectural, mechanical, electrical, and specialty consulting areas. Drawings shall be stamped by an Engineer registered in the State of California.
- 2) Provide site surveys and geotechnical investigations to the extent necessary for final design. Survey information if provided by the appropriate agency will be of preliminary nature and will not have sufficient accuracy or scope to support final design.
- 3) Provide design package for District review at the 50 percent and 100 percent design completion stage. Each design completion stage should include the following components:
 - a) The fifty percent (50%) design will include: a site plan; photovoltaic plan and cross section of the rack or mounting concepts; single line electrical drawings; equipment information sheets; structural drawings; roof penetrations; electrical conduit runs and equipment layout.
 - b) The one hundred percent (100%) drawings shall be complete drawings ready for final review by the District Superintendent's administrative designee.

C. Solar Panel, Inverter, and Other Plant Component Specifications

The contractor shall install solar panels, inverters and other components that meet the California Energy Commission (CEC) Standards as noted on the CEC's website.

D. Installation

The contractor shall supply all equipment, materials, and labor necessary to install the solar systems and integrate them with other power sources.

E. Electrical Interconnections

The contractor shall supply and install all equipment required to interconnect the solar systems to the SDG&E distribution system. The contractor shall fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the contractor.

F. Commissioning and Acceptance Test for Initiating the Power Purchase Agreements

During the start-up, the District and/or its independent engineer, shall observe and verify each system's performance.

Required commissioning and acceptance test services include:

- Starting up the solar system until it achieves the performance requirements of the power purchase agreement;
- Conducting the successful delivery of power within thirty days following completion of a system.

G. Operation and Maintenance Requirements

The contractor shall operate and maintain the system on the behalf of the District for a TBD service term. The contractor shall perform all required safety and maintenance activities, including warranty repair work and equipment replacement including, but not limited to, inverter replacement. The contractor's operation and maintenance services program shall include at a minimum the following:

- Annual on-site system inspection, including: system testing (operating current of each electrical string) and routine preventive maintenance
- Repair and/or replacement of defective parts (including equipment and labor)
- System performance monitoring and historical data access for customer via secure website. Data shall include:
- System energy and power production
- Ambient temperature
- Windspeed
- Isolation
- Daily system monitoring by vendor, including: reporting of problems to customer and dispatch of resources for expeditious resolution of problems.

H. Operation and Maintenance Manuals, and As-Built Drawings

Although the contractor designs, owns, operates and maintains all systems, the contractor shall provide two (2) sets of site-specific operation, maintenance, and parts manuals for each installed solar system. The manuals shall cover all components, options, and accessories supplied. They shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment at that site. The contractor shall also provide two sets of as-built drawings in AutoCAD format. These requirements shall be delivered before acceptance of the site-specific system.

I. Monitoring

Monitoring of system performance and providing public education and outreach are critical elements of this RFP. The contractor shall provide a turnkey data acquisition and display system that allows the District to monitor, analyze and display historical and actual solar electricity generation data for the installed sites. The system will allow the District to track progress toward the renewable goal for each of its systems combined as well as monitor performance against the warranted production requirements on a site-by-site basis. The regularly collected data should reflect, but not be limited, to the following:

- System performance
- System availability
- Average and accumulated output
- Capacity factor
- Degradation

The data acquisition system shall be designed for turnkey, remote operation. Data shall be transmitted via Internet from each site to a server managed by the contractor. Data storage, management and display will be the responsibility of the contractor. The data acquisition system must not require that a dedicated or always-on personal computer be located at each site.

Additionally the data acquisition system shall provide the District the ability to integrate live and historical solar energy information for individual systems as well as for the aggregated performance of all of the specific District sites into its website(s) and/or public kiosks.

The overall monitoring program and systems shall be established by the completion of the first system installed for the District. The cost associated for providing the above-referenced monitoring and data collection system shall be separately itemized on the attached pricing proposal sheet, Attachment C.

J. Warranties

The contractor shall identify the manufacturers and/or other warranties to be transferred to the District if the District purchases the solar system. The contractor shall also identify any warranty required to qualify a system for available rebates or incentives. These warranties shall include at a minimum:

- Panel warranty
- Inverter warranty
- Roof and building penetration warranty
- Operational power capacity warranty

K. System Removal

The contractor shall bear the sole responsibility of removing the solar system at the end of the TBD year service term should the District, at their sole discretion, opt not to purchase the system.

L. Site-Specific Business Relationship

Contractor shall assume that the solar site-specific installations will be owned, operated and maintained by the contractor for the entire term of the power purchase agreement. Contractor shall guarantee a Minimum Output Performance from the system of 90% of the solar system's Expected Performance Output over the course of an Operational Year commencing with the Commercial Operating Date. If the solar system fails to meet the Minimum Output Performance required on an Operational Year basis, the contractor agrees to pay the applicable agency in accordance with the production guarantee included in Attachment C.

M. Contractor's License

The contractor installing and maintaining the solar system shall be properly licensed in the State of California. The proposal shall clearly state the contractor's license information including expiration date.

N. Codes, Standards and Methodologies

All products and components included herein must conform to the following codes, standards and rating methodologies:

1. Solar modules (PV, thin film, etc.) specified in the RFP must be certified by the CEC's Emerging Technologies Buydown Program and be listed on the following web site: http://www.consumerenergycenter.org/cgi-bin/eligible_pvmodules.cgi
2. Proposed solar modules may not utilize hazardous materials (i.e. Cadmium or other hazardous materials).
3. Rate solar system capacity - must be specified in direct current (DC) kilowatts peak TC, PTC and SO (system output)

The STC rating, or standard test conditions rating, assumes direct current, standard test conditions, (kWdc-stc). It is also referred to as kilowatts peak, or kWp. Specific solar module manufacturer maximum and minimum power data must be specified for this rating.

The PTC rating, or PV USA Test Conditions rating, is based on 1000 Watts/square meter solar irradiance, 20 degrees Celsius ambient temperature and 1 meter/second wind speed.

SO, or System Output (kWso), is a measure used by the California Public Utilities Commission Self Generation Incentive Program to estimate PV systems.

4. The mathematical method for specifying PV system output in kWh must be typical system alternating current (AC) power rating of the proposed PV system using the National Renewable Energy Laboratories' (NREL) methodology.
 - a. Calculate the annual kWh for the system, using NREL's PV Watts web-based performance calculator, found at: <http://redc.nrel.gov/solar/codes~1's/PVWATTS/version/>.

Specify annual degradation expected over 20 years (in percentage degradation per year)

5. UL certification
6. National Electrical Code _2007
7. PV module efficiency and how calculated.
8. Must comply with wind uplift requirements per the American Society of Civil Engineers Standard for Minimum Design Loads for Building and Other Structures (ASCE 7), and must be able to withstand design wind speeds of at least 85mph (3-second gusts).
9. All outdoor enclosures should be at minimum rated NEMA 3R.
10. All Occupational Health and Safety Administration (OSHA) directives
11. All SDG&E and California Solar Initiative requirements.

SITE LOCATION	ADDRESS	ELECTRICAL CONSUMPTION (12 MONTHS)
Pepper Drive	1935 Marlinda Way, El Cajon CA	464,560 kWh/year
Carlton Hills	9353 Pike Road, Santee CA	418,880 kWh/year
Sycamore Canyon	10201 Settle Road, Santee CA	451,600 kWh/year
Prospect Avenue	9303 Prospect Ave, Santee CA	496,416 kWh/year
Cajon Park	10300 N Magnolia, Santee CA	662,000 kWh/year
Chet F. Harritt	8120 Arlette Street, Santee CA	480,028 kWh/year
Carlton Oaks	9353 Wethersfield Road, Santee CA	454,334 kWh/year
Rio Seco	9545 Cuyamaca Street, Santee CA	899,431 kWh/year
Hill Creek	9665 Jeremy Street, Santee CA	649,984 kWh/year
District Offices (4 meters)	9625 Cuyamaca Street, Santee CA	1,049,920 kWh/year

Attachment C – Pricing Sheet

Proposers prepare one pricing sheet (two pages) for each potential site.

AGENCY:

Site:

Developer proposed PV kWh:

Briefly Describe System:

Narrative:

Please provide a narrative description of your proposed prices over the term. Proposer shall indicate if prices are fixed, and if not, what factors will influence the price.

Term Price:

Form of Price Offered	Price or Discount Offered
-----------------------	---------------------------

Price Format #1 (discount from utility bill)	_____ % Discount
--	------------------

Or Price Format #2 (Escalation formula)	
Base Year Price/kWh	_____
Annual Escalation Factor (if applicable)	_____

Or Pricing Format #3	
Base Period Price/kWh	_____
Step Increase Schedule (if applicable) and Formula for escalation	

State specific index to be used for any escalation factor (e.g. Consumer Price Index, California Inflation, etc.):

Monitoring Data Acquisition & Display System:

Pricing : (If not covered by energy price above)

Briefly describe

Optional: Multi-Site Price Discount:

Identify a discount either as a percentage of the base price, or as a specified cent per kWh value: _____

This discount shall apply uniformly to all sites listed for an individual agency in Attachment B.

The Undersigned Offers the Following Performance Guarantee:

Expected Performance Output: The quantity of power that proposer commits to deliver each year to this site is: _____ (state first year quantity) with a _____ annual degradation factor.

Proposer Guarantees a minimum output performance from the solar system each calendar year, at a minimum level equal to 90% of the expected performance output. This production guarantee is based on the proposer's best estimate of the solar irradiance available at the host site. Penalty for failure to meet this level will be payment to the agency of 1.5 times the expected savings missed, up to the 90% guarantee level.

Signed _____ Dated _____

Name of Individual (Print) _____

Title _____

Name of Proposer

BACKGROUND:

Annually, Board members are honored to present certificates to eighth grade students being promoted from Santee School District. The chart below is provided to assist Board members in selecting the promotion ceremony they wish to attend. A schedule of dates and times for the 2008-09 promotion ceremonies is attached. Promotion certificates will be available for signatures by the first Board meeting in May.

HISTORY OF BOARD MEMBER ASSIGNMENTS

Schools	Bartholomew	Burns	Carlisle	EI-Hajj	Ryan
Alternative	2008	2004 2006		2007	1999 2003 2005
Cajon Park	2008	2003 2005 2006			2001 2007
Carlton Hills		2007	2005 2006 2008	1995	1996 1998 1999 2000
Carlton Oaks	2005 2007	2004		1997 1999 2000 2003 2006 2008	2002
Chet F. Harritt	2006	2004	2007 2008	1998	1997 2003 2005
Hill Creek	2006	2007	2005	1997 1999 2000 2001 2003 2004	1995 1998 2008
Pepper Drive				2002 2005 2007 2008	1999 2006
Prospect Avenue	2005	2008	2006	1995 1996 1997 2001 2004	2002 2007
Rio Seco	2007	2005 2006 2008		1996 2002	2000 2004

RECOMMENDATION:

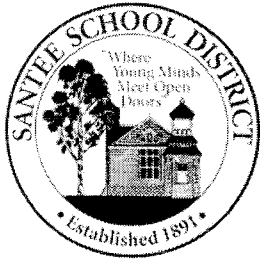
Board members will select assignments for presentation of promotion certificates.

Motion:

Second:

Vote:

Agenda Item F.1.4.



Santee School District

PROMOTION SCHEDULE

June 2009

SCHOOL	DATE	TIME	LOCATION	BOARD MEMBER
Alternative School	Wednesday June 17	11:00 a.m.	Alternative School Room 35	
Cajon Park	Wednesday June 17	8:30 a.m.	Front Patio of Junior High Building	
Carlton Hills	Wednesday June 17	8:00 a.m.	Carlton Hills Lunch Area	
Carlton Oaks	Wednesday June 17	9:30 a.m.	West Hills High School Amphitheater	
Chet F. Harritt	Wednesday June 17	9:30 a.m.	Chet F. Harritt Common Area	
Hill Creek	Tuesday June 16	9:00 a.m.	Hill Creek Amphitheater	
Pepper Drive	Wednesday June 17	9:00 a.m.	Pepper Drive Upper Field	
Prospect Avenue	Thursday June 18	8:30 a.m.	Santee Trolley Square (Next to Panda Express)	
Rio Seco	Thursday June 18	9:00 a.m.	Rio Seco Amphitheater	

FYI-Sycamore Canyon will hold their sixth grade promotion activity on June 17 at 11:00 a.m. at Sycamore Canyon.

Area High Schools				
Santana High	Thursday June 4	6:00 p.m.	Santana Stadium	
West Hills High	Friday June 5	9:00 a.m.	West Hills Football Field	

Please provide a reserved parking space for your Board representative on the day of promotion.

Discussion and/or Action Item F.2.1.
Prepared by Bill Clark
April 21, 2009

Adoption of Resolution #0809-43 to Issue a
Tax and Revenue Anticipation Note for the
2009-10 Fiscal Year

BACKGROUND:

Resolution #0809-43 authorizes the issuance by the Santee School District of the 2009 tax and revenue anticipation notes (TRANs) in an amount not to exceed \$15,000,000. The maturity of the 2009 TRANs will not exceed 12 months and will be dated July 1, 2009. The TRANs will be issued through a pooled financing program of school districts located in San Diego County. The pooled program is organized by the San Diego County Office of Education and the County of San Diego.

The purpose of the temporary borrowing is to increase available cash balances which provide operating funds to cover cash shortfalls. Cash shortfalls arise due to the timing differential of monthly cash receipts and disbursements throughout the 2009-10 fiscal year. The borrowing also provides an additional source of revenue because the cost of the borrowing is less than reinvestment income, producing a net gain to the District. The proposed 2009-10 State budget includes plans to delay State funding making short-term borrowing necessary for next year.

The advantages of participating in the TRANs program rather than an individual financing or another pooled TRANs are many. The costs are lower because the costs are shared by the other participating school districts and the county. There is standardized documentation and credit criteria employed in the financing, as well as a streamlined issuance process. Interest is earned through the TRANs program.

The District's TRANs maturity will be up to 12 months, dated July 1, 2009, and due no later than June 30, 2010.

Resolution #0809-43 authorizes the issuance by the District of tax and revenue anticipation notes (TRANs) in an amount not-to-exceed \$15,000,000. The resolution authorizes various financing documentation, including a Purchase Contract, Trust Agreement, Preliminary Official Statement, and Financial Advisory Agreement which are on file in the office of the Assistant Superintendent of Business Services. The resolution authorizes the Superintendent or the Assistant Superintendent of Business Services to sign financing documentation in connection with the issuance of the TRANs. The resolution also appoints the law firm of Orrick, Herrington & Sutcliffe as bond counsel to the District. Orrick is a national law firm which specializes in municipal bond law.

RECOMMENDATION:

Administration recommends that the Board adopt Resolution #0809-43 authorizing the issuance of tax and revenue anticipation notes (TRANs) for the 2009-10 fiscal year in an amount not to exceed \$15,000,000. The maturity of the 2009 TRANs will not exceed 12 months and will be dated July 1, 2009. The actual TRANs amount and maturity will be determined at a later date.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The District plans to borrow an amount between \$6,000,000 and \$15,000,000. The TRANs will generate approximately \$15,000 - \$50,000 in interest income for the District.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item F.2.1.
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RESOLUTION NO. 0809-43

RESOLUTION OF SANTEE SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2009 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$15,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts and the County of San Diego (the "County") are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Board of Education (the "Board") has determined that the sum not to exceed \$15,000,000 (the "Principal Amount") is needed for the requirements of the Santee School District (the "District"), a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received or held by the District attributable to its fiscal year ending June 30, 2010 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2009 Tax and Revenue Anticipation Notes (the "Notes");

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Notes and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof);

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, the District desires to authorize the issuance of the Notes in two series, with an initial issuance of a first series of notes (the "Series A Note") in the month of July, 2009 and an authorization to issue and sell a second series of notes (the "Series B Note") prior to June 1, 2010;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Notes and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Series A Note marketed together with some or all of the notes issued by other school districts and the County participating in the Program; and, in the event that a comparable Program exists at the time District issues its Series B Note, to participate in such Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District;

WHEREAS, the financial advisor to the participating school districts (the "Financial Advisor"), together with the underwriter appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures Note Participations comprising each Series and (ii) possibly other features, all of which the District hereby authorizes the Financial Advisor to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") between such Issuers and the banking institution named therein as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver (i) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note and the notes issued by other Issuers in such Series; and (ii) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series B Note and such notes as may be issued by other participating Issuers, if the District Officer determines

at the time of issuance of the Series B Note that participation in such Program is in the best financial interests of the District;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

WHEREAS, the net proceeds of the Notes may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instruments, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the County Officer, as hereinafter defined, of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Series A Note and the notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter pursuant to the terms and provisions of a purchase agreement, which shall be in substantially the same form as the purchase agreement presented to this meeting (the "Purchase Agreement"); and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow

on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received or held by the District attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of two series of the Notes in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2009 Tax and Revenue Anticipation Note, Series A" and the District's "2009 Tax and Revenue Anticipation Note, Series B," to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature not more than 13 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America.

The Series A Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act; and likewise, the Series B Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Series B Note that participation in such Program is in the best financial interests of the District.

Notwithstanding the foregoing, the issuance of the Series B Note shall be subject to the following conditions:

(1) Receipt of confirmation from Moody's Investors Service and Standard & Poor's (each an "Agency") (if such respective rating agency rated the Series A Note) that the issuance of the Series B Note will not cause a reduction or withdrawal in such Agency's rating on the Series A Note; and

(2) Receipt of an opinion of Bond Counsel to the effect that the interest on the Series B Note is excludable from gross income for federal income tax purposes.

Section 3. Form of Notes. The Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

Section 4. Sale of Notes; Delegation. The Series A Note as evidenced and represented by the Note Participations shall be sold to the Underwriter appointed in Section 21 pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved. The Chief Financial Officer, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a "County Officer") are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Series A Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Series A Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Series A Note. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

The Series B Note shall be sold to the Underwriter pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement (the "Series B Purchase Agreement"), as part of the Program or separately, upon determination and written direction of the District Officer. The County Officer is hereby authorized and directed to execute and deliver the Series B Purchase Agreement with such changes as such County Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Series B Note Rate shall not exceed 12% per annum, and that the Underwriter's discount on the Series B Note, when added to other costs of issuance of the District, shall not exceed 1.0% of the amount of the Series B Note.

Section 5. Program Approval. The Series A Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and

represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Series A Note in the proportion that the face amount of the Series A Note bears to the total aggregate face amount of the Series A Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent, the Assistant Superintendent for Business, the Business Manager or Chief Financial Officer of the District, as the case may be, or, in the absence of any such officer, his or her assistant (each a "District Officer") is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the District Officer following execution by the County Officer of the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default. The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Financial Advisor and the Underwriter are hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and

otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 8 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Series A Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Series A Note, and the Series A Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Series A Note, shall be treated as owners of the Series A Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Series A Note. The District hereby recognizes the right of the Owners acting directly or

through the Trustee to enforce the obligations and covenants contained in the Series A Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Series A Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to the Series B Note, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of the Series A Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Series A Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Series A Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Series A Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Series A Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to the Series B Note, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

If the District Officer does not elect to participate in a Program to pool the Series B Note with notes of other issuers, then proceeds of the sale of the Series B Note, shall be deposited in a separate fund of the District hereby designated the "Series B 2009 Tax and Revenue Anticipation Note Proceeds Fund" (herein called the "Series B Proceeds Fund") which account shall be established with the County Treasurer-Tax Collector at the time of issuance of the Series B Note.

All moneys in the Series B Proceeds Fund shall be invested in the County of San Diego Investment Pool or, at the written direction of the District, in investments permitted and authorized for such funds, and the proceeds of such investments shall be retained in the Series B Proceeds Fund. Amounts in the Series B Proceeds Fund may be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the General Fund of the District.

Section 8. Source of Payment. The Principal Amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received or held by the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Notes and the amount, if any owed the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received or held by the District and are attributable to the Repayment Fiscal Year, and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received or held by the District and are attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenue" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Notes is set aside and used for said special purpose; and provided further, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Notes and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Notes as sequentially numbered Repayment Dates (each individual date a "Repayment Date" and collectively "Repayment Dates") (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in such fund, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Notes and interest due on the Notes, as specified in the related Pricing Confirmation.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Notes at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six and the amount of Pledged Revenues required to be deposited on any one Repayment Date shall not exceed 80% of the principal and interest due on the Notes at maturity. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to

permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Notes and (to the extent provided in the Trust Agreement) the Credit Provider. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Notes and all interest thereon are paid or until provision has been made for the payment of the principal of the Notes at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Notes, or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Notes in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Notes in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Section 9. Execution of Notes. The County Officer shall be authorized to execute the Notes by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Notes by manual or facsimile signature and to affix the seal of the County to the Notes either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Notes to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Notes on its behalf.

(B) (i) Upon the issuance of the Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations thereunder and (ii) the District has full legal right, power and authority to request the County to issue and deliver the Notes on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Notes, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Notes.

(E) The District has (or will have prior to the issuance of the Notes) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Credit Provider, if any, the Financial Advisor and the Underwriter, if any, promptly upon adoption, copies of such final budget and of any subsequent revisions,

modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Notes plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Notes (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Notes, reasonably expects the County to collect at least eighty-five percent (85%) of such amount for the Repayment Fiscal Year.

(H) The District (i) is not currently in default on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed in the Preliminary Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Notes. The District agrees to furnish to the Financial Advisor, the Underwriter, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Notes, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Notes, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or

(ii) in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Notes, the Notes and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Notes.

(N) The District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) As of the date of adoption of this Resolution, the District does not have a negative or qualified certification applicable to Fiscal Year 2008-2009 within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will deliver a written notice to the Financial Advisor, the Underwriter, the Credit Provider, if any, and Bond Counsel if it receives a qualified or negative certification applicable to the Repayment Fiscal Year prior to the issuance of the Notes.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2008-2009 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2009-2010 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(R) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Notes under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Notes or any other funds of the District which would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2009, including the Notes, is not reasonably expected to exceed \$5,000,000, *provided* that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, **or in the alternative**, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Notes will be expended no later than the day that is six months after the respective dates of issuance of the Notes so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Notes, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Notes.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or

the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Notes, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Notes and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Notes) which may appear necessary or desirable to

collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Notes when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Notes on the day on which it matures. Payment of the Notes shall be in accordance with the terms of the Notes and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Notes.

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Notes and cause the Trustee to authenticate and accept delivery of the Notes, pursuant to the terms and conditions of this Resolution. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

Section 15. Proceedings Constitute Contract. The provisions of the Notes and of this Resolution shall constitute a contract between the District and the registered owner of the Notes and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Notes or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Notes or any other obligation of the District hereunder.

Section 17. Treasurer's Loans. To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Notes and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Notes and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the governing board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer-Tax Collector of the County and to the County Superintendent of Schools.

Section 19. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 20. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other

consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 21. Appointment of Financial Advisor and Underwriter. Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint a financial advisory firm to serve as Financial Advisor for the District in connection with the Program, and to execute an agreement for financial advisory services with such firm. Citigroup Global Markets Inc., together with such co-underwriters, if any, identified in the Purchase Contract, is hereby appointed as underwriter for the Program.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Effective Date. This Resolution shall take effect from and after its date of adoption.

[Attach form of Certification of the Clerk of the Board with respect to the Resolution, if desired (such form of Certification is not required.)]

PASSED AND ADOPTED by the Governing Board of the Santee School District, County of San Diego, State of California, this 21st day of April, 2009 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Barbara Ryan, Clerk of the Board of Education of the Santee School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution #0809-43 adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

Date

Clerk of the Board of Education

EXHIBIT A

FORM OF NOTES

SANTEE SCHOOL DISTRICT

COUNTY OF SAN DIEGO, CALIFORNIA

2009 TAX AND REVENUE ANTICIPATION NOTE, SERIES A^{*/}

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
__% (Total of principal and interest due on Note at maturity) ^{**/}	__% (Total of principal and interest due on Note at maturity) ^{**/}	__% (Total of principal and interest due on Note at maturity) ^{**/}

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$15,000,000

FOR VALUE RECEIVED, the Santee School District (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon

^{*/} If more than one Series is issued under the Program in the Repayment Fiscal Year.

^{**/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District and are attributable to the Fiscal Year ending June 30, 2010 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received or held by the District and are attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor, as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF SAN DIEGO

By _____
Chief Financial Officer

Countersigned

By _____
Clerk of the Board of Supervisors

[STATEMENT OF INSURANCE]^{*/}

^{*/} To be used only if Credit Instrument is a policy of municipal bond insurance.

SECRETARY'S CERTIFICATE

I, Dr. Lis Johnson, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly held at the regular meeting place thereof on the 21st day of April, 2009, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Santee, _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: April 21, 2009

Secretary of the Board
LISBETH A. JOHNSON, Ed.D.
Superintendent

BACKGROUND:

In June, 2008, the Board asked administration to explore changing the starting time at Carlton Oaks School to an earlier time for the 2009-10 school year. In evaluating the possibility of making such a change, it was determined that it would be necessary to change the starting time of several schools in order to effectively transport students to school throughout the District. A FCMAT study of Transportation was scheduled for the winter of 2008. This evening the FCMAT Team recommends that the District establish two start times for the school sites.

Based on this recommendation, educational services staff worked with the transportation department to develop the following proposal of starting times. Consideration was given to the transportation of general education students at four schools, the number of special education students transported at all schools, and the necessity that there be a period of forty-five minutes between the two starting times.

7:45 A.M.

- * Carlton Oaks
- Carlton Hills
- * Pepper Drive
- * Rio Seco
- Prospect Avenue

8:30A.M.

- * Hill Creek
- * Chet F. Harritt
- * Cajon Park
- Sycamore Canyon

* These schools would experience a change of 30 minutes or more.

After discussing this recommendation with site and district administration, it was concluded that there is not sufficient time remaining in the 2008-09 school year to inform and work with all stakeholders to successfully implement this proposal in the 2009-10 school year with a five year change cycle.

RECOMMENDATION:

It is the recommendation of administration that the Board approve the implementation of the proposed school starting times for the 2010-11 school year giving school sites time to conduct parent and staff focus groups and forums to address concerns.

This recommendation supports the following District goal:

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

Administration also recommends that this schedule be in place from the 2010-11 school year through the 2014-15 school year. Starting with the 2015-16 school year the early start schools would become late start and the late schools, early.

FISCAL IMPACT:

The fiscal impact to the general fund will be a savings of approximately \$30,000 a year.

STUDENT ACHIEVEMENT

Consistent and regular attendance at school improves student achievement.

Motion:

Second:

Vote:

Agenda Item F.3.1.

Discussion and/or Action Item F.3.2. Revisions to Board Policy 5132 and Administrative Regulation 5132 Dress and Grooming

Prepared by Emily Andrade
April 21, 2009

BACKGROUND:

In April of 2005, the Board approved revisions to Board Policy and Administrative Regulation 5132, Dress and Grooming. Recently administration has become aware of some inconsistencies in the interpretation and enforcement of the dress and grooming expectations set forth in Administrative Regulation 5132.

This evening administration is recommending revisions and additions to the proposed California School Board Association (CSBA) Board Policy and Administrative Regulation 5132, Dress and Grooming. These recommendation reflect feedback from principals, vice principals, and the Santee Sheriff's Department.

RECOMMENDATIONS:

Administration recommends the Board of Education approve the revisions to the CSBA Board Policy and Administrative Regulation 5132 and provide direction to staff on the suggested Dress Code Restrictions for 2009-10 which are attached.

FISCAL IMPACT:

There is no fiscal impact to the district.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item F.3.2.

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

DRESS AND GROOMING

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

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

Gang-Related Apparel and ~~Racial or Ethnic Symbols~~

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

Uniforms

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

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

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

Legal Reference:

EDUCATION CODE

35183 School dress codes; uniforms

35294.1 School safety plans

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

302 Pupils to be neat and clean on entering school

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

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

Marvin H. Jeglin et al v. San Jacinto Unified School District et al 827 F.Supp. 1459 (C.D. Cal. 1993)

Administrative Regulation Reference: 5132

Adopted: September 7, 1993

Amended: June 27, 2000, April 19, 2005

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

DRESS AND GROOMING

BACKGROUND

~~This procedure will assist schools in contributing to a productive learning environment by establishing guidelines for appropriate dress and grooming of students.~~

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Governing Board district policy and administrative regulations. These school dress codes shall be regularly reviewed.

Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day.

PROCEDURE

In addition, ~~T~~the following guidelines shall apply to all regular school activities:

1. ~~For safety purposes,~~ appropriate shoes must be worn at all times. Sandals must have heel straps. ~~Flip-flops~~ Thongs or backless shoes or sandals are not acceptable. Heels must be of a reasonable height and not be unsafe in the school environment.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate death, violence, racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors.
- 6.4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, ~~spaghetti straps,~~ off-the-shoulder or low-cut tops, ~~strapless or tube tops,~~ backless shirts, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.

- ~~9.5.~~ Gym shorts may not be worn in classes other than physical education.
- ~~10.6.~~ Hair shall be clean and neatly groomed and the color may not cause a distraction to the educational environment. Hair may not be sprayed by any coloring that would drip when wet.
- ~~3.7.~~ Spiked jewelry and waist chains will not be allowed.
- ~~4.8.~~ Pupils must be cleanly dressed so as not to promote unhealthy or unsanitary conditions.
- ~~5.9.~~ Caps, bBandanas, and sweatbands, and other head coverings shall not be worn unless prior approval is granted by a site administrator due to health or physical education reasons. Site administration may designate specific hats that are appropriate for sun protection. Parents and students should be informed of appropriate sun-protective hats in the student handbook and/or at an annual assembly.
- ~~7.10.~~ Overalls are considered pants and must have an appropriate shirt worn underneath.
- ~~8.11.~~ Muscle shirts, tank shirts, or underwear shirts may not be worn.
- ~~11.12.~~ Facial piercing shall be limited to the ears only.
- ~~12.13.~~ Pants must not be worn to expose undergarments or bare skin above the waist.
- ~~13.14.~~ Clothing that is considered nightwear (pajamas and slippers) may not be worn, with the exception of a designated day by the school.

Coaches and Teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control.

The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

~~Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received.~~

Annually the District will work with the Sheriff's Department to identify specific logos, designs symbols, verbiage, etc. that is associated with gangs. This information will be provided to the school administration each spring so that families can be informed of the dress code requirements before the end of the school year.

Uniforms

In schools where a schoolwide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn.

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy.

Parents/guardians shall also be informed of their right to have their child exempted.

~~The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.~~

~~The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.~~

~~The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.~~

~~Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting.~~

Legal Reference:

EDUCATION CODE

- 35183 School dress codes; uniforms
- 35294.1 School safety plans
- 48907 Student exercise of free expression
- 49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

- 302 Pupils to be neat and clean on entering school
- Hartzell v. Connell (1984) 35 Cal. 3d 899
- Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
- Marvin H. Jeglin et al v. San Jacinto Unified School District et al 827 F.Supp. 1459 (C.D. Cal. 1993)

Board Policy Reference: 5132

Adopted: September 7, 1993

Amended: June 27, 2000, April 19, 2005, July 18, 2006

DRESS CODE RESTRICTIONS
2009-10
(input from Santee Sheriff's Department
& Site Administration)

1. No "MONGOLS" or "DAGOS"
2. No "SKIN" industries (some schools allow this logo)
3. No "Metal Mulisha"
4. No violent skulls (bloody, skulls with helmets, skulls that are offensive to subgroups) (some schools allow no skulls others allow nonviolent skulls)
5. No black boots with red laces
6. No #13 with lightning bolt (There is no #13 on the San Diego Chargers. It is a Mexican mafia gang)
7. No "Juggalo" tattoos – gang beginning in Santee

WATCH FOR GROUPS WEARING:

- Long red shorts
- "Independent" logo
- Iron Crosses

Discussion and/or Action Item F.3.3. Approval of Educational Opportunity Programs for the 2009-10 School Year

Prepared by Emily Andrade
April 21, 2009

BACKGROUND

The Santee School District Strategic Plan developed in 2006 recommended that Educational Opportunities be expanded “for all stakeholders along the spectrum of learners in the SSD community.” Three programs that have been initiated since that time to increase educational opportunities are the eighth grade Spanish classes, the YMCA Swim Program, and the funding of the AVID program at four of the District schools.

During the 2007-08 school year, the Santee School District and the Grossmont Union High School District offered eighth grade students one Spanish I class during a zero period. During the 2008-09 school year, two Spanish I classes were offered. Students successfully completing the classes have had the opportunity to enroll in Spanish II as freshmen and have the expectation of registering for AP Spanish as a junior or senior. The program has been highly successful.

In the spring of 2006-07, the Santee School District in partnership with the Cameron Family YMCA, had two schools pilot a third grade swim program at the YMCA. During the 2007-08 and 2008-09 school years, a swim program was offered to all third grade students in our District. Most schools have reported a very high participation rate and viewed the program as very motivational and successful.

In the fall of 2007, the Board approved funding the Advancement Via Individual Determination (AVID) Program in four schools in the District; Cajon Park, Carlton Hills, Carlton Oaks and Rio Seco. The focus of AVID is to help underachieving middle and high school students prepare for and succeed in colleges and universities. Students in the program commit themselves to improvement and preparation for college. The AVID Program should pay for twelve hours of support from tutors per week, field trips to universities, AVID summer institutes for the adults, ACT college prep curriculum, guest speakers and substitute days for the AVID site coordinators to complete documentation.

At the Board meeting on March 3, 2009, the Board approved a District general fund budget plan to reduce operating expenses. However, by continuing all of these programs, approximately \$75,000 of the reductions will be lost. This evening administration is requesting direction regarding the continuation of the Spanish I, YMCA Swim Program and the funding for AVID, all general funded programs.

RECOMMENDATION

Administration recommends funding of the three programs in this priority order:

1. Continue two Spanish I classes at for the 2009-10 school year. Administration is also seeking approval to proceed with contract negotiations with the Grossmont Union High School District not to exceed \$40,000 for the instructors for the two classes. Transportation costs will be approximately \$6,000.
2. Funding of the AVID Program at Cajon Park, Carlton Hills, Carlton Oaks, and Rio Seco. Administration recommends that the four schools receive an additional \$5,000 per school and retain their carryover from the 2008-09 school year. The total cost to the District for AVID in 2009-10 would be \$20,000.
3. Discontinue the YMCA Swim Program. Although this has been a wonderful experience for our students, there is a cost to our families of \$6 per lesson or \$48 for eight lessons. It has become increasingly difficult for families to pay for this program. Additionally, there is a cost to our District of \$9,000 for transportation.

These recommendations support the following District goal:

- Assure the highest level of educational achievement for all students

FISCAL IMPACT

The total cost of the two Spanish classes will be approximately \$50,000, and would be paid through the general fund. The cost for funding AVID at the recommended level would be \$20,000 and would be paid from the general fund.

STUDENT ACHIEVEMENT

Research shows that the study of a second language increases the potential for learning in the first language and in the area of mathematics.

Students enrolled in the Spanish I class will have the possibility of accelerating their educational opportunities for advanced study in high school.

The AVID Program offers a rigorous program of instruction in academic “survival skills” including how to study, read for content, take notes, and manage time. These skills prepare the students for success in junior high and prepare them for high school and college.

Motion:

Second:

Vote:

Agenda Item F.3.3.

Discussion and/or Action Item F.4.1. Employee Recognition for Day of the Teacher (May 13) and Classified School Employee Week (May 17-23)

Prepared by Minnie Malin
April 21, 2009

BACKGROUND:

The Board and Executive Council traditionally honors employees on Day of the Teacher and during Classified School Employee Week by recognizing staff at each department and school site. Last year, the Board and Executive Council members gave each employee a delicious red apple that was delivered in a personalized white paper bag, and this year administration will give consideration, with Board approval, to following option for 800 employees.

Gift Item	Approximate Cost
Pedometer imprinted with the Santee logo and an appreciation message (Sponsorship funding is being sought to absorb part of the expense)	\$1,221

RECOMMENDATION:

Administration is seeking approval from the Board to purchase the gift item for District employees.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

This employee recognition will be paid from funds allocated annually to an employee recognition fund in the amount of \$5,000 approved by the Board on August 7, 2007.

STUDENT ACHIEVEMENT IMPACT:

This is a personnel item. Quality teachers impact student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.4.1.



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Discussion and/or Action Item F.4.2. Adoption of Resolution No. 0809-42 Layoff and/or Reduce Work Hours for Identified Classified Positions

Prepared by Minnie Malin
April 21, 2009

BACKGROUND:

Administration has identified certain classified positions that should be reduced or eliminated due to lack of funds, services, or modernization. Some of the classified employees affected by the elimination of these positions will have options to bump into other positions within the same classification and/or previous classifications and keep the same hours; however, several classified employees will either be reduced in classification and/or hours. Administration brings forward these recommendations at tonight’s meeting.

RECOMMENDATION:

Administration supports the following recommendations for the 2009 – 2010 school year:

- Eliminate nine (9) Grant Funded Child Assistant positions
- Eliminate one (1) Categorically Funded Child & Family Attendance Specialist
- Eliminate one (1) Categorically Funded, four (4) hour Clerk Typist II position
- Eliminate four (4) Categorically Funded Instructional Assistant I positions

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The annual cost to the general funds when these positions are no longer funded by the PIP grant and Title I funding could be approximately \$260,174. By eliminating these positions, since the grant and categorical funding has ended, will allow the District general fund not to be impacted.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:

Second:

Vote:

Agenda Item F.4.2.

SANTEE SCHOOL DISTRICT

Resolution No. 0809-42

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

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

WHEREAS, due to lack of funds and/or lack of work, the Board finds that it is in the best interest of this school district that as of June 19, 2009, certain services be eliminated and/or reduced in work hours:

Layoff and/or Reduction in Work Hours

- Eliminate nine (9) Grant Funded Child Assistant positions
- Eliminate one (1) Categoricaly Funded Child & Family Attendance Specialist
- Eliminate one (1) Categoricaly Funded, four (4) hour Clerk Typist II position
- Eliminate four (4) Categoricaly Funded Instructional Assistant I positions

NOW THEREFORE, BE IT RESOLVED that as of the 19th day of June 2009:

- Eliminate nine (9) Grant Funded Child Assistant positions
- Eliminate one (1) Categoricaly Funded Child & Family Attendance Specialist
- Eliminate one (1) Categoricaly Funded, four (4) hour Clerk Typist II position
- Eliminate four (4) Categoricaly Funded Instructional Assistant I positions

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employees that their position will be eliminated and/or reduced in work hours as of June 19, 2009, pursuant to applicable provisions of the Education Code of the State of California, and the negotiated agreement with California School Employees Association Article XI, (Layoff, Reemployment, Involuntary Reduction in Hours, and the Impacts and Effects of Such Matters), such notice to be given forty-five (45) days prior to the effective date of reduction/layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 21st day of April 2009, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 4/21/09

Clerk, Board of Education

BOARD POLICIES AND BYLAWS Item G.

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

Board Policies and Bylaws Item G.1.1.
Prepared by Dr. Lis Johnson
April 21, 2009

First Reading: New BP 6130
Professional Development and
Revised BP 2201 Administrative Responsibilities
and BP 9240 Board Development

BACKGROUND:

Tonight the Superintendent will present three policies to the Board and will provide context before the first reading.

The three policies are:

1. New Board Policy 6130 Professional Development
2. Revised Board Policy 2201 Administrative Responsibilities
3. Revised Board Policy 9240 Board Development

New Board Policy 6130 Professional Development

The Professional Development policy provides the Santee School District with a statement by the Board about the importance of professional development. It defines professional development as the method for changing teaching to increase learning in classrooms and improving the quality of services in the District to support education and increase student achievement. Resources can be prioritized by the Board to support professional development in the future with these policy statements by the Board.

The information provided in this policy has been taken from the National Staff Development Conference and districts across the nation that recognize the importance of professional development.

Revised Board Policies 2201 Administrative Responsibilities and 9240 Board Development

On July 1-2, 2008, Executive Council and their Administrative Secretaries met for two days with Bode Owoyele, Director of Policy Development and Manual Maintenance with the California School Boards Association (CSBA). Executive Council and their Administrative secretaries, the Superintendent and the Executive Assistant were able to review all of the CSBA and District policies.

Following Board discussion, the Board requested Administration to schedule dates for Board members to review any or all of the new and revised Board Policies, in conjunction with existing Board Policies.

Per the Board's request, Board members were provided the opportunity to review the policies in series 0000, 1000, 2000, and 9000 on January 12, 2009. Business Services policies were reviewed on January 27, 2009 and some of the Human Resources polices were reviewed on March 5, 2009. A meeting has been scheduled for April 7, 2009 to review the Educational Services sections of policies.

Board members Dianne El-Hajj and Barbara Ryan attended the reviews and requested that BP 2201 Administrative Responsibilities and BP 9240 Board Development be brought to the Board for discussion. The Superintendent will provide the Board with a brief overview of the issues discussed in these policies.

RECOMMENDATION:

Administration recommends the Board review and discuss new Board Policy 6130 Professional Development and revised BP 2201 Administrative Responsibilities and BP 9240 Board Development and provide administration with directions for any desired revisions. Administration requests this review be considered a first reading and following direction from the Board, these Board Policies will return for a second reading and adoption/approval on May 5, 2009

FISCAL IMPACT:

All Board Policy revisions at this time are paid from the approved \$5,445 for the CSBA Board Development Policy Workshop which also included the word processing of a draft and final Board Policy Manual.

STUDENT ACHIEVEMENT IMPACT:

All Board Policies have an impact on student achievement and updating current reflection and legalities in the District's policies is critical to this impact.

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

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

PROFESSIONAL DEVELOPMENT

The Governing Board believes that a systematic and comprehensive professional development plan and program for instruction staff is the key to success in teacher instructional excellence and outstanding student achievement.

In order to maximize student learning and achievement, certificated instructional staff shall continuously learn the methodologies for improving instructional practices. The Superintendent or designee, such as the Assistant Superintendent of Educational Services, shall develop and implement a systemic plan of ongoing professional development which includes opportunities for instructional personnel such as teachers and instructional classified staff, to enhance their instructional and classroom management skills and become informed about changes in pedagogy, standards aligned curriculum, subject matter, and instructional best practices.

To support this vision, the Board will commit resources, as are available, on an annual basis to promote professional development.

The term 'professional development' means a comprehensive, sustained, and intensive approach to improving teachers' and principals' effectiveness in increasing student achievement and fostering rigorous student learning.

(A) Professional development encourages collective responsibility for improved student performance and is comprised of professional learning that:

1. Is aligned with rigorous state student academic achievement standards as well as district and school improvement goals;
2. Serves the academic as well as social emotional needs of students.
3. Is conducted among learning teams of educators, including teachers, paraprofessionals/classified staff, and other instructional staff at the school;
4. Is facilitated by knowledgeable school principals or vice principals, and/or, school-based professional development coaches, mentors,

- master teachers, other teacher leaders, or outside experts;
- 5. Occurs primarily multiple times per week or the equivalent of several hours per week embedded in just-in-time learning, presentations, professional learning community dialogue, or other staff discussion.
- 6. Engages established learning teams of educators in a continuous cycle of improvement that :
 - a. Analyzes student, teacher, and school learning needs through a thorough review of data about instructional and student performance;
 - b. Defines a clear set of educator learning goals based on the rigorous analysis of the data;
 - c. Achieves educator learning goals by implementing coherent, sustained, and evidenced-based learning strategies that improve instructional effectiveness and student achievement, such as lesson study and the examining of student work;
 - d. Provides classroom-based coaching or other forms of just-in-time assistance to support the transfer of new knowledge and skills to the classroom;
 - e. Regularly assesses the effectiveness of the professional development in achieving identified learning goals, improving teaching, and assisting all students in meeting challenging state academic achievement standards;
 - f. Informs ongoing improvements in teaching and student learning; and
 - g. May be facilitated and strengthened by Educational Services, District staff, or other external or internal consultants,.

(B) The process of implementing systemic professional development may be supported and strengthened by implementing courses, workshops, institutes, networks, dialogue and reflection groups, professional learning community study and conferences that:

- 1. Address the learning goals and objectives established for professional development through the District vision and school site goals;
- 2. Advances the ongoing school-based professional development;
- 3. Can be provided by internal or external educational professionals outside the school such as local education agencies, universities, , technical assistance providers, networks of content-area specialists, and other education organizations and associations; or is
- 4. Offered by District or school professional development personnel.

The district's professional development program shall assist certificated and other instructional staff in developing knowledge and skills, including, but not limited to:

- 1. Content aligned with best instructional practices in classrooms;

2. Mastery of discipline-based knowledge, including academic content in the core curriculum and academic standards;
3. Use of effective, subject-specific teaching methods, strategies, and skills;
4. Use of technologies integrated to enhance instruction and offer digital mediums for student presentation skills and enhancing student information literacies;
5. Use of instructional techniques to maximize student engagement, essential questions, rigor, and higher level learning;
6. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities or special abilities, English language learners, economically disadvantaged students, gifted and talented students, and at-risk students;
7. Knowledge of strategies that enable parents/guardians to participate fully and effectively in their children's education;
8. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, and discipline, including conflict resolution and an anti-bullying climates.
9. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn, and
10. Ability to interpret and use data and assessment results to guide instruction and produce desired achievement results.

Reference:

- National Staff Development Council: Definition of Professional Development

Adopted: _____

SANTEE SCHOOL DISTRICT
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Revision 3/17/09

ADMINISTRATIVE RESPONSIBILITIES RELATED TO JOB DESCRIPTION ACCOUNTABILITY

The Santee School District Governing Board believes that administrators are hired to provide outstanding leadership in pursuit of the Board's mission, belief statements, and goals. The Board expects the Superintendent and his/her designees to recruit and employ the highest quality of leaders. It is also expected that these leaders will contribute to a professional working environment designed to improve and enhance the educational programs and operations in the District and offer quality services to parents and the community.

Administrators in the Santee School District, including certificated, classified, and confidential managers are members of the Superintendent's Professional Leadership Team. The Board approves a contracted year or number of days a specific administrator is expected to work, and they ratify job descriptions and annual salary schedules for each administrative position on the team. Administrators are expected to perform assigned duties, meet expected goals, and complete anticipated outcomes based on a schedule aligned with their job description and established by their Supervisor.

The Board expects each administrator to be accountable to meet the mission of the district, the goals of the Board and the vision of the Superintendent. The Superintendent or his/her designee supervises administrative staff and works with the employee to schedule their work year consistent with the job description and the outcomes the administrator expects the employee to meet. The Supervisor is responsible for monitoring the schedule of the administrative employee in line with Board and Superintendent goals, work year, schedules for work, job performance and successful completion of their goals. Administrators will be evaluated on their performance by the Superintendent or his/her designee using the official evaluation tool aligned with the administrator's job description.

The Board understands that from time to time, administrators are expected to work beyond the eight hour day including evening and weekend meetings and events. Because administrators are salaried employees and not hourly employees, the administrative daily work schedule may vary with the Supervisor's approval, as job responsibilities vary. Administrators are not routinely compensated for additional time; however, Supervisors are accountable for approving alternative schedules and/or additional compensation when appropriate.

Legal Reference:

EDUCATION CODE

Term of employment

GOVERNMENT CODE

53260-53264 Employment Contracts

Administrative Regulation Reference:

Adopted: November 21, 1978,

Amended: _____

SANTEE SCHOOL DISTRICT
9625 CUYAMACA STREET
SANTEE, CALIFORNIA 92071-2674
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ADMINISTRATOR'S WORK SCHEDULE

To insure that all members of the district's Management Team consistently interpret the work schedule procedure, the following guidelines are hereby set forth:

1. Normal Requirements of Assignment

Members of the Management Team are expected to carry out all activities, duties, and actions which are required to smoothly, effectively, and successfully meet all job responsibilities. However, on certain occasions, reasonable allowance may be made for waiving or extending deadlines provided that special requests are presented to the proper party. No deviation from the original request will be allowed unless verbal or written permission has been received. Determination regarding the degree of success or failure in carrying out ones assignments will be made by the immediate supervisor and/or the immediate supervisor in conjunction with the Superintendent.

2. Special Requests by District Administration

Each member of the Management Team will carry out all reasonable requests made by members of the district's Executive Council. Such requests will be carried out at no extra pay for the work completed and in conjunction with ones usual functions and job responsibilities. On occasion, however, extra pay may be given to members of the Management Team for services rendered under the authority of the Santee Board of Education. Members given special assignments will be contacted and agreements regarding job responsibilities will be outlined.

3. Work Day

Management Team members will adhere to the position that a minimum of eight (8) hours per day on the job, exclusive of lunch, are required for successful completion of assigned administrative duties.

Those who are administering a school must be aware of the fact that California Administrative Code Title V requires that all teachers be on the job thirty (30) minutes prior to the beginning of school each day. If one is

to supervise the actions of others, it is assured that adherence to this regulation by Management Team members would be in order.

The district administration recognizes that certain conditions may modify these requirements. Therefore, it is suggested that any deviation from this procedure be obtained in writing from the Superintendent. Also, it is understood that, on occasion, members of the Management Team may not be able to comply with the strict interpretation of this regulation which requires them to be on the school grounds thirty minutes prior to the start of school since their attendance may be required at another activity or meeting. In such cases, it will be left to the discretion of the Management Team members to be absent from their usual place of assignment.

Due to the variety of starting and ending times in our schools, each Management Team member will submit, at the beginning of each school year, the regular work day schedule from which he/she will be operating. Also, he/she will submit the schedule for the office of his/her school since school secretaries do not always work the same eight and one-half (8 1/2) hours as their principals. In addition, each principal will submit the schedule for student attendance at his/her school.

4. Work Year

All Management Team members will comply with the following work schedule during the year:

- a. All members of the Management Team will accept as the base year the adopted calendar for all certificated personnel. This includes all vacations, holidays, and special meeting dates.
- b. All Management Team members will work an additional ten (10) days beyond the number of days on the adopted calendar required for instructional staff members. Usually five (5) days will be worked before the start of the school year and five (5) days will be worked after school closes at the end of the year. Adjustments in the placement of these ten (10) days may be requested, but final determination of the request will be made by the Superintendent. This request must be submitted in writing. Days in which the district office is not in operation such as legal holidays, local holidays, and week-ends can not be counted as work days. However, a local holiday such as Easter Vacation when the district office is in operation may be counted as working days with prior permission from the Superintendent. Adjustments regarding the

ten (10) days may be made on recommendation of the Executive Council to the Santee Board of Education when the calendar is in its final stages of adoption each year.

- c. For payroll purposes, all working days on the teachers' calendar and the additional ten (10) working days will constitute days with pay for Management Team members.

5. Extra Meetings

The district administration is aware of the fact that in carrying out a Management Team position to its fullest extent, certain outside activities and meetings are required to be attended during the regular school day. Many of these meetings or activities are essential to the success of the primary job assignment as a Management Team member. However, members should participate only in activities or meetings which have a specific relationship to the school district, the profession, or the community. Also, each member of the Management Team must consider the effect of attending outside activities in relation to the overall success of his primary job assignment. Further, the district administration recognizes the importance of supporting various community groups and encourages each Management Team member to take every opportunity to join groups which have the promotion of the community of Santee as their objective. To have a part in the growth and development of Santee serves a useful purpose in the operation of the school district. However, if the primary position suffers because of this, the Management Team member should reconsider whether or not participation should be continued.

6. Time Log

Good administrative practices require that a log or calendar of all activities and meetings of Management Team members be maintained. To our knowledge, this currently is being done, and it is required that it be continued. It is suggested that all activities and meetings attended be recorded in this log for your protection in the event that questions are asked regarding the whereabouts of Management Team members. Those logs or calendars should be filed in a safe place at the end of each year for accountability purposes. It is felt that the responsibility or need for leaving the district for any purpose should be left to the discretion of each individual Management Team member since he/she will be held accountable for his actions.

7. Sick and Personal Necessity Leave

According to policy, all Management Team members are provided with sick and personal necessity benefits. These are available to be utilized as set forth in the district policy book.

8. General School Supervision

Management Team members who are principals should note that California Administrative Code Title V (Section 5551) provides that the principal is responsible for the supervision in administration of his/her school. All school administrators are required by California Administrative Code Title V (Section 5600) to appoint a certificated person to serve in their absence during any time of the day in which children are in attendance at school. The name of the person appointed must be submitted to the Superintendent each year.

Legal Reference:

Administrative Regulations:

Adopted: November 21, 1978

Amended:

SANTEE SCHOOL DISTRICT
9625 CUYAMACA STREET
SANTEE, CALIFORNIA 92071-1674
(619) 258-2300

Revision 3/17/09

BOARD DEVELOPMENT

Citizens elected to the Governing Board are entrusted with the responsibility of governing district schools. The Board recognizes that its members need training that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardmanship skills.

All Board members may attend conferences for the purpose of Board development. Board business shall not be discussed at conferences.

Board members shall report to the Board, orally or in writing, as soon as possible on the inservice activities they attend.

Funds for Board development shall be budgeted annually for each Board member.

Legal Reference:

EDUCATION CODE

33360 Department of Education and statewide association of school district boards; annual workshop

GOVERNMENT CODE

54950-54962 The Ralph M. Brown Act, especially
54952.2 Meeting

Administrative Regulation Reference:

Adopted: April 17, 1979

Amended: August 6, 2002

Board Policies and Bylaws Item G.1.2.
Prepared by Minnie Malin
April 21, 2009

First Reading: New and Revised
Board Policies
BP 4000 Series: Personnel

BACKGROUND:

On July 1-2, 2008, Executive Council and their Administrative Secretaries met for two days July 1 and 2 with Bode Owoyele, Director of Policy Development and Manual Maintenance with the California School Boards Association (CSBA). Executive Council and their Administrative secretaries, the Superintendent and the Executive Assistant were able to review all of the CSBA and District policies. In this review, Administration has included edits and added selected CSBA policies to the District list of policies based on new guidelines and laws.

Following Board discussion, the Board requested Administration to schedule dates for Board members to review any or all of the new and revised Board Policies, in conjunction with existing Board Policies.

Board members were provided the opportunity to review the personnel policies series 4000 on February 23 and March 30, 2009. Administration presents these policies as listed on the attachment for a first reading.

RECOMMENDATION:

New and revised Board Policies in the 4000 series are presented to the Board for a first reading. It is recommended that the Board of Education review the revisions in a first reading.

FISCAL IMPACT:

On February 5, 2008, the Board approved an expense of \$5,445 for the CSBA Board Development Policy Workshop which also included the word processing of a draft and final Board Policy Manual.

STUDENT ACHIEVEMENT IMPACT:

All Board Policies have an impact on student achievement and updating current thought and legalities is critical to this impact.

Motion:

Second:

Vote:

Agenda Item G.1.2.

Board Policy Revision Summary Chart

Title : Board Policies - 4000 General Personnel	Board Policy #	BP	AR	E	NOTES: Significant Changes/Comments
Concepts and Roles in Personnel	4000	BP			Revised
Certificated and Classified Personnel	4010	BP			Replaced w/CSBA BPs 4100, 4200, 4300
Recruitment and Selection	4011	BP			Replaced w/CSBA BPs 4111, 4211, 4311
Legal Status Requirement for Employment	4011.2	BP			Replaced existing BP w/CSBA BPs 4111.2, 4211.2, 4311.2 / New AR
Fingerprinting of Contracted Employees	4012	BP			Keep existing SSD BP
Health Examinations	4012.4	BP			Delete existing BP / New AR
Personnel Records	4012.6	BP			Replaced w/CSBA BPs 4112.6, 4212.6, 4312.6
Nepotism	4012.8	BP			Replaced w/CSBA BPs 4112.8, 4212.8, 4312.8
Resignation	4017.2	BP	AR		Delete existing AR - Replaced BP w/CSBA 4117.2, 4217.2, 4317.2
Unauthorized Release of Confidential/Privileged Information	4018	BP			Replaced w/CSBA BPs 4119.23, 4219.23, 4319.23
Professional Standards	4019	BP			Replaced w/CSBA BPs 4119.21, 4219.21
Prohibition of Sexual Harassment	4019.1	BP	AR		Replaced w/CSBA BPs & ARs 4119.11, 4219.11, 4319.11
Absence Procedure for Certificated and Classified Employees Not Requiring Substitutes	4019.2		AR		Replaced w/revised SSD ARs 4121.2, 4221.2, 4321.2
Report of Absence from Work Form	4019.21		AR	E	Replaced w/revised SSD ARs 4121.3, 4212.3, 4312.3
Job Descriptions	4019.3	BP			Replaced w/revised SSD BPs 4119.3, 4219.3, 4319.3
Requests for Financial or Statistical Information	4019.4	BP			Keep existing BP
Drug-Free Workplace	4020	BP	AR		Keep existing BP & AR
Consultants	4026	BP	AR	E	Rescinded-Replaced w/BP 4355.4
Non-Discrimination in Employment	4030	BP	AR		Revised
Complaints Concerning Discrimination in Employment	4031		AR		Revised
Publication or Creation of Materials	4032	BP			Replaced w/CSBA BPs 4132, 4232, 4332
Employee Mileage Reimbursement	4033.1	BP			Keep existing BP
District Vehicles	4033.2	BP			Keep existing BP
Public Notice Personnel Negotiations	4035	BP			Keep existing BP
Technology Acceptable Use	4040	BP	AR	E	Keep existing BP & AR
Rules for Employee Organizations' Access to Employees; Use of Facilities, Bulletin Boards and Mailboxes; and Other Means of Communication	4041	BP			Replaced w/SSD BPs 4141.4, 4241.4
Employee Longevity Awards	4056	BP			Replaced w/SSD BP 4156.2, 4256.2, 4356.2
Employee Recognition	4056.1	BP			Replaced w/SSD BP 4156.2, 4256.2, 4356.2
Employee Safety	4057	BP	AR		Replaced w/CSBA BPs & ARs 4157, 4257, 4357
Employee Security	4058	BP	AR		Replaced w/CSBA BPs & Ars 4158, 4258, 4358

Board Policy Revision Summary Chart

Title : Board Policies - 4100 Certificated	Board Policy #	BP	AR	E	NOTES: Significant Changes/Comments
Certificated Personnel	4100	BP			Revised - SSD BP 4010
Recruitment and Selection	4111	BP			Revised - SSD BP 4011
Legal Status Requirement for Employment	4111.2	BP	AR		Revised - SSD BP 4011.2 / New AR
Appointment & Conditions of Employment	4112		AR		New AR
Certification	4112.2	BP	AR		Revised
Interns	4112.21	BP	AR		New BP & AR
Staff Teaching Student of LEP	4112.22		AR		New AR
Special Education Staff	4112.23		AR		New AR
Teacher Qualification Under No Child Left Behind	4112.24	BP	AR	E	New BP, AR & E
Health Examinations	4112.4		AR		Delete existing BP 4012.4 / New AR
Employee Drug Testing	4112.41	BP	AR		Revised
Drug & Alcohol Testing for School Bus Drivers	4112.42	BP			New BP
Personnel Files	4112.6		AR		Delete existing BP4012.6 - New AR
Employment References	4112.61	BP	AR		New BP & AR
Maintenance of Criminal Offender Records	4112.62		AR		New AR
Employment of Relatives	4112.8	BP			Revised - SSD 4012.8
Assignments (certificated)	4113	BP	AR		New BP & AR
Transfers	4114	BP			New BP
Evaluation/Supervision of Certificated, Non-management Personnel	4115		AR		Delete existing AR - New AR
Probationary/Permanent Status of Certificated Personnel	4116	BP	AR		Keep existing BP / New AR
Resignation	4117.2	BP			Revised - SSD BP 4017.2 / Delete - SSD AR
Dismissal of Certificated Non-management Employees	4117.4	BP			Keep existing BP
Employee Status Reports	4117.7		AR		New AR
Teacher Tardiness	4118.4	BP			Delete existing BP
Sexual Harassment	4119.11	BP	AR		Revised - SSD BP & AR 4019.1
Professional Standards	4119.21	BP			Revised - BP 4019
Dress and Grooming	4119.22	BP			New BP
Unauthorized Release of Confidential/Privileged Information	4119.23	BP			Revised SSD BP 4018
Political Activities of Employees	4119.25	BP	AR		New BP & AR
Sixth Grade Camp	4119.26	BP			Revised BP 4139
Duties of Personnel / Job Descriptions	4119.3	BP			Revised BP 4019.3
Employee with Infectious Disease	4119.41	BP			New BP
Universal Precautions	4119.43	BP	AR	E	New BP & AR / Keep SSD E
Temporary & Part-time Certificated Personnel	4120	BP			Delete existing BP
Substitute Teachers Temporary/Substitute Personnel	4121		AR		Delete existing BP / New AR
Substitute Teachers, Procedure to Obtain and Release Substitutes	4121.1		AR		Revised
Evaluation of Substitute Teachers	4121.2		AR	E	Delete existing AR & E
Absence Procedures for Certificated and Classified Employees Not Requiring Substitutes	4121.2		AR		Revised - SSD AR 4019.2

Board Policy Revision Summary Chart

Title : Board Policies - 4100 Certificated	Board Policy #	BP	AR	E	NOTES: Significant Changes/Comments
Absence Add/Delete/Change Form	4121.3		AR	E	Revised - SSD AR & E 4019.21
Employment of Substitute Certificated Employees, and Employment of Substitute and Short-term Employee No in the Classified Services	4121.3	BP			Delete existing BP
Student Teachers	4122	BP			Keep existing BP
Certificated Staff Development and Conference Attendance	4131	BP	AR		Revised
Beginning Teacher Support/Induction BTSA	4131.1	BP			New BP
Certificated Personnel Professional Growth	4131.5	BP			Delete existing BP
Certificated Personnel Professional Development Program	4131.6	BP			Delete existing BP
Survey and Experimental Studies by Staff Members	4131.7	BP			Keep existing BP
Publication or Creation of Materials	4132	BP			Revised - SSD 4032
Mentor Teachers	4138	BP			Delete existing BP
Rules for Employee Organizations' Access to Employees; Use of Facilities, Bulletin Boards and Mailboxes; and Other Means of Communication	4141.4	BP			Revised - SSD BP 4041
Concerted Action/Work Stoppage	4141.6	BP			Keep existing BP
Teacher Advancement	4151.1	BP			Revised - SSD 4156
Awards & Recognitions Employee Longevity Awards & Recognitions	4156.2	BP			Revised - SSD 4056 & 4056.1
Employee Safety	4157	BP	AR		Revised - SSD 4057
Work-Related Injuries	4157.1	BP			New BP
Notification to Teachers of Suspended Students	4158	BP			Delete existing BP
Employee Security	4158	BP	AR		Revised - SSD 4058
Industrial Accident/Illness Leave	4161.11		AR		New AR
Family Care <i>and Medical</i> Leave	4161.8		AR		Deleted BP / New AR

Board Policy Revision Summary Chart

Title : Board Policies - 4200 Classified	Board Policy #	BP	AR	E	NOTES: Significant Changes/Comments
Classified Employees	4200	BP	AR		Revised - SSD BP 4010
Rules and Regulations for Classified Employees	4200.1	BP			Old # 4212
Recruitment and Selection	4211	BP			Revised - SSD BP 4011.2 / New AR
Legal Status Requirement for Employment	4211.2	BP	AR		Revised - SSD BP 4011.2 / New AR
Appointment and Conditions of Employment	4212		AR		New AR
Health Examinations	4212.4		AR		Delete existing BP 4012.4 / New AR
Employee Drug Testing	4212.41	BP	AR		Revised
Controlled Substance and Alcohol Testing Program	4212.42	BP	AR		Delete existing BP & AR
Drug & Alcohol Testing for School Bus Drivers	4212.42	BP			New BP
Personnel Files	4212.6		AR		New AR
Employment References	4212.61	BP	AR		New BP & AR
Maintenance of Criminal Offender records	4212.62		AR		New AR
Employment of Relatives	4212.8	BP			New BP
Probationary / Permanent Status	4216	BP			New BP
Resignation	4217.2	BP			Revised - SSD BP 4017.2 / Delete SSD AR
Sexual Harassment	4219.11	BP	AR		Revised - SSD BP & AR 4019.1
Securing Substitutes, Instructional, Special-Education Instructional, Campus and Librarian Aides, and Custodians	4219.2		AR		Delete existing AR
Professional Standards	4219.21	BP		E	NEW EXHIBIT
Dress and Grooming	4219.22	BP			New BP
Unauthorized Release of Confidential/Privileged Information	4219.23	BP			Revised SSD BP 4018
Political Activities of Employees	4219.25	BP	AR		New BP & AR
Duties of Personnel /Job Descriptions	4219.3	BP			Revised BP 4019.3
Substitutes for Special Education Instructional Assistants	4219.3		AR		Delete existing AR
Employees with Infectious Disease	4219.41	BP			New BP
Universal Precautions	4219.43	BP	AR	E	New BP & AR / Keep SSD E
Part-time Classified Employees in Non-classified Service Work	4220		AR		Delete existing AR
Procedure to Obtain and Release Substitutes	4221.1		AR		Revised
Absence Procedures for Certificated and Classified Employees Not Requiring Substitutes	4221.2		AR		Revised - SSD AR 4019.2
Absence Add/Delete/Change Form	4221.3		AR	E	Revised - SSD AR & E 4019.21
Teacher Aides/ Paraprofessionals	4222		AR	E	New AR & E
Staff Development	4231	BP			New BP
Publication or Creation of Materials	4232	BP			Revised - SSD 4032

Board Policy Revision Summary Chart

Title : Board Policies - 4200 Classified	Board Policy #	BP	AR	E	NOTES: Significant Changes/Comments
Rules for Employee Organizations' Access to Employees; Use of Facilities, Bulletin Boards and Mailboxes; and Other Means of Communication	4241.4	BP			Revised - SSD BP 4041
Concerted Action/Work Stoppage	4241.6	BP	AR		Keep existing BP
Additional Time, Overtime and Compensatory Time	4253		AR		Keep existing AR
Overtime for Head Custodians	4253.1		AR		Keep existing AR
Awards and Recognitions Employee Longevity-Awards & Recognitions	4256.2				Revised - SSD 4056 & 4056.1
Employee Safety	4257	BP	AR		Revised - SSD 4057
Work-Related Injuries	4257.1	BP			New BP
Employee Security	4258	BP	AR		Revised - SSD 4058
Industrial Accidental/Illness Leave	4261.11		AR		New AR
Family Care <i>and Medical</i> Leave	4261.8		AR		NEW TITLE
Vacation Requests by Classified Employees	4262		AR		Keep existing AR

Board Policy Revision Summary Chart

Title : Board Policies - 4300 Management / Confidential	Board Policy #	BP	AR	E	NOTES: Significant Changes/Comments
Professional Leadership Team	4300	BP			Revised
Administrative Staff Organization	4301	BP			New BP
Management Recruitment and Selection	4311		AR		Revised
Legal Status Requirement for Employment	4311.2	BP	AR		Revised - SSD BP 4011.2 / New AR
Employment of Management Staff	4312	BP	AR		Delete existing BP & AR
Health Examinations	4312.4		AR		Delete existing BP 4012.4 / New AR
Employee Drug Testing	4312.41	BP	AR		Revised
Drug & Alcohol Testing of School Bus Drivers	4312.42	BP			New BP
Personnel Files	4312.6	BP	AR		Delete existing BP 4012.6 - New AR
Employment References	4312.61		AR		New AR
Employment of Relatives	4312.8	BP			Revised - SSD 4012.8
Assignment of Management Professional Leadership Team Personnel	4313	BP			Revised
Promotion of Management	4313.2	BP			Delete existing BP
Suspension/Demotion/ Dismissal/Reassignment of Management/Confidential Employees	4313.2	BP	AR		Renumbered / Old BP & AR 4313.21
Transfers	4314	BP	AR		Revised
Evaluation/Supervision of Management/Confidential Employees	4315	BP			Keep existing BP
Certification of Competence in Evaluation and Instructional Methodologies	4315.1	BP			Keep existing BP
Part-time Employment with Full Retirement Credit Certificated Management Employees	4317.11	BP			Keep existing BP
Resignition	4317.2	BP			Revised - SSD BP 4017.2 / Delete - SSD AR
Personnel Reduction-Creating and Abolishing-Management/Confidential Positions-	4317.3	BP			REVISED / NEW TITLE
Reduction of Management/Confidential Employees-	4317.31	BP			Delete existing BP
Sexual Harassment	4319.11	BP	AR		Revised - SSD BP & AR 4019.1
Dress and Grooming	4319.22	BP			New BP
Unauthorized Release of Confidential/Privileged Information	4319.23	BP			Revised SSD BP 4018
Political Activities of Employees	4319.25	BP	AR		New BP & AR
Duties of Personnel / Job Descriptions	4319.3	BP			Revised / Old BP 4019.3
Employees with Infesctious Disease	4319.41	BP			New BP
Universal Precautions	4319.43	BP	AR	E	New BP & AR / Keep SSD E
Absence Procedures for Certificated and Classified Employees Not Requiring a Substitutes	4321.2		AR		Revised - SSD AR 4019.2
Absence Add/Delete/Change Form	4321.3		AR	E	Revised - SSD AR & E 4019.21
Staff Development	4331	BP			New BP

Board Policy Revision Summary Chart

Title : Board Policies - 4300 Management / Confidential	Board Policy #	BP	AR	E	NOTES: Significant Changes/Comments
Publication or Creation of Materials	4332	BP			Revised - SSD 4032
Executive Council Mileage and Travel Expense Reimbursement	4333.1	BP			Revised
Rules for Employee Organizations' Access to Employees; Use of Facilities, Bulletin Boards and Mailboxes; and Other Means of Communication	4341.4	BP			Revised - SSD BP 4041
Management/Confidential Designation, Salary Schedules, and Benefit Allowance	4351	BP	AR		Revised
Management/Confidential Employees' Benefits	4351.1		AR		Revised
Compensation for Management Employees	4351.2		AR		Revised
Compensation for Confidential Employees	4351.3		AR		Revised
Early Retirement Health Benefits for Management/Confidential Employees	4354.1	BP			Keep existing BP
Management/Confidential Supplemental Early Retirement Program (<i>Suspended 7/1/05</i>)	4355	BP			Keep existing BP
Early Retirement Incentive Program for Management/Confidential Employees (<i>Rescinded, February 7, 2006</i>)	4355.1	BP	AR		Delete existing BP & AR
Consultant Services	4355.4	BP			Revised
Awards and Recognitions Employee Longevity and Recognitions	4356.2	BP			Revised - SSD 4056 & 4056.1
Employee Safety	4357	BP	AR		Revised - SSD 4057
Work-Related Injuries	4357.1	BP			New BP
Employee Security	4358	BP	AR		Revised - SSD 4058
Management/Confidential Employee Leaves	4361	BP			The following ARs have been included in 4361 - 4361.1, 4361.12, 4361.13, 4361.14, 4361.2, 4361.21, 4361.22, 4361.3, 4361.31, 4361.5, 4361.6, 4361.61, 4361.7, 4361.71
Catastrophic Leave	4361.9	BP	AR		Keep existing BP & AR
Industrial Accident/Illness Leave	4361.11		AR		Revised
Family <i>Care and Medical</i> Leave	4361.8		AR		Revised
Management/Confidential Vacation	4362	BP			Keep existing BP
Management/Confidential Employee Holidays	4363	BP			Delete existing BP
Management/Confidential Conflict Resolution	4400	BP	AR		Keep existing BP & AR

Board Policies and Bylaws Item G.1.3.

First Reading: New Board Policy #6020
Parent Involvement

Prepared by Emily Andrade
April 21, 2009

BACKGROUND:

Federal law mandates the adoption of policy on parent involvement for local educational agencies and individual schools that receive funding under Title I, Part A, of the No Child Left Behind Act of 2001. State law mandates districts to adopt parent involvement policy applicable to non-Title I schools, and mandates all districts to adopt policy which outlines the manner in which parents, school staff and students may share the responsibility for the continuing development of student well-being.

The Advisory Council for Instruction has worked on a District Parent Involvement Policy this year. Presented to the Board this evening for a First Reading is BP 6020 and AR 6020, Parent Involvement, which reflect input from parents and staff on the ACI as well as contributions from parents at the school sites.

RECOMMENDATION:

A draft of Board Policy 6020 is presented for a first reading. Administrative Regulation 6020 is also included for Board review. No action is requested.

FISCAL IMPACT:

There is no fiscal impact to the general fund.

STUDENT ACHIEVEMENT:

Parent involvement and participation in their child’s education enhances student learning and achievement.

Motion:		Second:		Vote:		Agenda Item G.1.3.
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SANTEE SCHOOL DISTRICT
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PARENT INVOLVEMENT

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The superintendent or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in District and school activities; advisory and decision-making, and advocacy roles committees; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the District's parent involvement efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent involvement opportunities and barriers that may inhibit parent/guardian participation.

Title I Schools

Each year the Superintendent or designee shall identify specific objectives of the district's parent involvement program for schools that receive Title I funds. He/she shall ensure that parents/guardians of students participating in Title I programs are consulted and participate in the planning, design, implementation and evaluation of the parent involvement program.

The Superintendent or designee shall ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC 6318.

The superintendent or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also shall involve parents/guardians of participating students in decisions regarding how the district's Title I funds will be allotted for parent involvement activities and -

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent involvement policy in accordance with 20 USC 6318.

Non-Title I Schools

The superintendent or designee shall develop and implement strategies applicable to be utilized by each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502.

Legal Reference:

EDUCATION CODE

11500-11506 Programs to encourage parent involvement

48985 Notices in languages other than English

51101 Parent rights and responsibilities

64001 Single plan for student achievement

LABOR CODE

230.8 Time off to visit child's school

UNITED STATES CODE, TITLE 20

6311 Parental notice of teacher qualifications and student achievement

6312 Local educational agency plan

6314 Schoolwide programs

6316 School improvement

6318 Parent involvement

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Communications

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies,
Governance and Policy Services Policy Briefs, August 2006

STATE BOARD OF EDUCATION POLICIES

89-01 Parent Involvement in the Education of Their Children, rev. 1994

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

Parental Involvement: Title I, Part A, April 23, 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Family, School, Community Partnerships:
<http://www.cde.ca.gov/ls/pf>

California Parent Center: <http://parent.sdsu.edu>

California State PTA: <http://www.capta.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>
National PTA: <http://www.pta.org>
No Child Left Behind: <http://www.ed.gov/nclb>
Parent Information and Resource Centers: <http://www.pirc-info.net>
Parents as Teachers National Center: <http://www.parentsasteachers.org>
U.S. Department of Education: <http://www.ed.gov>

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PARENT INVOLVEMENT

District Strategies for Title I Schools

To ensure that parents/guardians of students participating in Title I programs are provided with opportunities to be involved in their children's education, the Superintendent or designee shall:

1. Involve parents/guardians of participating students in the joint development of the Title I Local Educational Agency (LEA) plan pursuant to 20 USC 6312 and the process of school review and improvement pursuant to 20 USC 6316 (20 USC 6318)

The Superintendent or designee may:

- a. Establish a district-level committee including parent/guardian representatives from each school site to review and comment on the LEA plan in accordance with the review schedule established by the Governing Board
 - b. Invite input on the LEA plan from other district committees and school site councils
 - c. Communicate with parents/guardians through the district newsletter, web site, or other methods regarding the LEA plan and the opportunity to provide input
 - d. Provide copies of working drafts of the LEA plan to parent/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
 - d. Ensure that there is an opportunity at a public Board meeting for public comment on the LEA plan prior to the Board's approval of the plan or revisions to the plan
 - e. Ensure that school-level policies on parent involvement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans
2. Provide coordination, technical assistance, and other support necessary to assist Title I schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance

The Superintendent or designee may:

- a. Assign person(s) in the district office to serve as a liaison to the schools regarding Title I parent involvement issues
 - b. Provide training for the principal or designee of each participating school regarding Title I requirements for parent involvement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of parent involvement activities
 - c. Provide ongoing district-level workshops to assist school site staff and parents/guardians in planning and implementing academic improvement strategies, and seek input from parents/guardians in developing the workshops
 - d. Provide information to schools about the indicators and assessment tools that will be used to monitor progress
3. Build the capacity of schools and parents/guardians for strong parent involvement

The Superintendent or designee shall:

- a. Assist parents/guardians in understanding such topics as the state's academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children
- b. Provide materials and training to help parents/guardians work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parent involvement.
- c. Educate teachers, student services personnel, principals, and other staff, with the assistance of parents/guardians, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools
- d. To the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with-. These programs may include, but are not limited to: Head Start, Reading First, Early Reading First, Even Start, Home Instruction Programs for Preschool Youngsters, Parents as Teachers Program, public preschool, and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in more fully participating in their children's education

- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand via a variety of media including printed copies and electronic communication
- f. Provide other such reasonable support for parent involvement activities as parents/guardians may request
- g. Inform parents/guardians and parent organizations of the existence and purpose of parent information and resource centers in the state that provide training, information, and support to parents/guardians of participating students via a variety of media including printed copies and electronic communication.

In addition, the Superintendent or designee may:

- a. ~~Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training~~
- b.a. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training
- c.b. Pay reasonable and necessary expenses associated with parent involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- d.c. Train parents/guardians to enhance the involvement of other parents/guardians
- e.d. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students when necessary
- f. ~~Adopt and implement model approaches to improving parent involvement~~
- g.e. Establish a districtwide advisory council to provide advice on all matters related to parent involvement in Title I programs
- h.f. Develop appropriate roles for community-based organizations and businesses in parent involvement activities
- i.g. Make referrals to community agencies and organizations that offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families
- j.h. Provide a master calendar of district activities and district meetings

- ~~k. Provide information about opportunities for parent involvement through the district newsletter, web site, or other written or electronic means~~
 - ~~l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions~~
 - ~~m.k. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians as needed~~
 - ~~n. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions~~
 - ~~o. Regularly evaluate the effectiveness of staff development activities related to parent involvement~~
 - ~~p. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations~~
- ~~4. Coordinate and integrate Title I parent involvement strategies with Head Start, Reading First, Early Reading First, Even Start, Home Instruction Program for Preschool Youngsters, Parents as Teachers Program, public preschool, and other programs any programs established to provide early intervention and education~~

The Superintendent or designee may:

- ~~a. Identify overlapping or similar program requirements~~
 - ~~b. Involve district and school site representatives from other programs to assist in identifying specific population needs~~
 - ~~c. Schedule joint meetings with representatives from related programs and share data and information across programs~~
 - ~~d. Develop a cohesive, coordinated plan focused on student needs and shared goals~~
- ~~5. Conduct, with involvement of parents/guardians, an annual evaluation of the content and effectiveness of the parent involvement policy in improving the academic quality of the schools served by Title I~~

The Superintendent or designee shall:

- ~~a. Ensure that the evaluation include the identification of barriers to greater participation in parent involvement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background~~

- b. Use the evaluation results to design strategies for more effective parent involvement and, if necessary, to recommend changes in the parent involvement policy
- c. Assess the district's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request

The Superintendent or designee may:

- a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications
- b. Gather and monitor data regarding the number of parents/guardians participating in district activities and the types of activities in which they are engaged
- c. Assess the district's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request

6. Involve parents/guardians in the activities of schools served by Title I

The Superintendent or designee may:

- a. Include information about school activities in district communications to parents/guardians
- b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians with special needs
- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

The district's Board policy and administrative regulation containing parent involvement strategies shall be incorporated into the LEA plan and distributed to parents/guardians of students participating in Title I programs.

School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent involvement shall be developed jointly with and agreed upon by parents/guardians of participating students. Such policy shall describe the means by which the school will:

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related child care and/or home visits may be provided as such services relate to parent involvement
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent involvement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
 - a. Timely information about Title I programs
 - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet
 - c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and, as soon as practicably possible, responses to the suggestions of parents/guardians
5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's student academic achievement standards

- b. The ways in which parents/guardians will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television viewing; volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time
 - c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
 - (1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
 - (2) Frequent reports to parents/guardians on their children's progress
 - (3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
7. Build the capacity of the school and parents/guardians for strong parent involvement by implementing the activities described in items #3a-f in the section "District Strategies for Title I Schools" above
8. To the extent practicable, provide full opportunities for the participation of parents/guardians with limited English proficiency, parents/guardians with disabilities, and parents/guardians of migrant children, including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements.

Each school's parent involvement policy shall be made available to the local community and distributed to parents/guardians of participating students in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand.

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent involvement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement in accordance with Education Code 64001.

The principal or designee, jointly with parents/guardians of participating students, shall periodically update the school's policy to meet the changing needs of parents/guardians and the school.

District Strategies for Non-Title I Schools

For each school that does not receive federal Title I funds, the Superintendent or designee shall, at a minimum:

1. Engage parents/guardians positively in their children's education by helping them develop skills to use at home that support their children's academic efforts at school and their children's development as responsible members of society

The Superintendent or designee may:

- a. Provide ~~or make referrals to~~ literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education
 - b. Provide information, in parent handbooks and through other appropriate means, including electronic and print media, regarding academic expectations and resources to assist with the subject matter
 - c. Provide parents/guardians with information about students' class assignments and homework assignments
2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home

The Superintendent or designee may:

- a. Provide parents/guardians with information regarding ~~and ways to create~~ an effective study environment at home and to encourage good study habits
 - b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
 - c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
3. Build consistent and effective communication between the home and school so that parents/guardians may know when and how to assist their children in support of classroom learning activities

The Superintendent or designee may:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students
- b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom

- c. Provide information about parent involvement opportunities through district, school, and/or class newsletters, the district's web site, and other written or electronic communications
 - d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand
 - e. Develop mechanisms to encourage parent/guardian input on district and school issues
 - f. Identify and to the extent practicable resolve barriers to parent/guardian participation in school activities, including parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
 - g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, or child care
4. Train teachers and administrators to communicate effectively with parents/guardians

The Superintendent or designee may:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy
 - b. Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications
5. Integrate parent involvement programs into school plans for academic accountability

The Superintendent or designee may:

- a. Include parent involvement strategies in school reform or school improvement initiatives
- b. Involve parents/guardians in school planning processes

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item H.

CLOSED SESSION Item I.

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

The Board will now go into Closed Session to discuss:

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

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

3. **Public Employment Matters (Govt. Code § 54957)**
Superintendent

RECONVENE TO OPEN SESSION Item J.

ADJOURNMENT Item K.