



# Santee School District

**SCHOOLS:**

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

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

**BOARD OF EDUCATION  
REGULAR MEETING  
A G E N D A  
November 3, 2009**

**District Mission**

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

**6:00-6:45 p.m. Board Meets with Principals**

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**A. OPENING PROCEDURES – 7:00 p.m.**

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

**B. REPORTS AND PRESENTATIONS**

**1. Superintendent's Report**

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

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**2. Spotlight: Donna Farquar-County Teacher of the Year**

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**RECEPTION IN HONOR OF DONNA FARQUAR**

Reconvene to Meeting

**REPORTS AND PRESENTATIONS (Cont'd)**

**3. Principals Presentation: Terry Heck, Carlton Hills**

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**C. PUBLIC COMMUNICATION**

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

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

9625 Cuyamaca Street · Santee, California 92071-2674 · (619) 258-2300 · [www.santeesd.net](http://www.santeesd.net)

**D. CONSENT ITEMS**

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

**Superintendent**

- 1.1. **Approval of Minutes** 14  
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

**Business Services**

- 2.1. **Approval/Ratification of Travel Requests** 20  
It is recommended that the Board of Education approve/ratify the Travel Report for personnel as listed in the item.
- 2.2. **Approval/Ratification of Revolving Cash Report** 22  
It is recommended that the Board of Education approve/ratify revolving cash checks as listed in the item.
- 2.3. **Acceptance of Donations** 24  
It is recommended that the Board of Education accept donations to the Santee School District.
- 2.4. **Agreement with the San Diego County Office of Education Fringe Benefit Consortium to Administer a 403(b) Retirement Incentive Plan** 25  
It is recommended that the Board of Education approve the agreement with the San Diego County Office of Education Fringe Benefit Consortium to administer a 403(b) Retirement Incentive Plan for the 2009-10 school year.

**Educational Services**

- 3.1. **Annual Approval of Single Plans for Student Achievement** 32  
It is recommended that the Board of Education approve the 2009-10 Single Plans for Student Achievement.
- 3.2. **Approval of San Diego County Office of Education Agreement for Participation in AB 430 Administrative Professional Development** 33  
It is recommended that the Board of Education approve the agreement with the San Diego County Office of Education for participation in the AB 430 Administrative Professional Development.

**Human Resources**

- 4.1. **Personnel, Regular** 38  
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations and dismissals.
- 4.2. **Adoption of Resolutions Authorizing Teacher Services – Education Code Sections 44256(b), 44258.2, and 44263** 40  
It is recommended that the Board of Education adopt resolutions authorizing teacher services.

<b>4.3.</b>	<b><u>Approval to Increase Work Year for Identified Certificated Position</u></b>	42
	It is recommended that the Board of Education approve the increase in work year for an identified certificated position.	
<b>E.</b>	<b>DISCUSSION AND/OR ACTION ITEMS</b>	
	<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
	<b>Superintendent</b>	
<b>1.1.</b>	<b><u>Board's Legislative Goals for 2010</u></b>	44
	It is recommended that the Board review the recommended legislative goals and adopt legislative goals to provide to legislators.	
	<b>Educational Services</b>	
<b>2.1.</b>	<b><u>Approval of Memorandum of Agreement with the County of San Diego for H1N1 Vaccination Clinics in the Santee School District</u></b>	46
	It is recommended that the Board of Education approve the Memorandum of Agreement with the County of San Diego and determine the structure, procedures, and next steps to provide H1N1 Vaccination Clinics on Santee School District campuses.	
<b>F.</b>	<b>BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	55
<b>G.</b>	<b>CLOSED SESSION</b>	60
<b>1.</b>	<b>Conference with Labor Negotiator (Govt. Code § 54956.8)</b> <i>Purpose: Negotiations</i> <i>Agency Negotiator: Minnie Malin, Director of Human Resources</i> <i>Employee Organizations: California School Employees Association</i>	
<b>2.</b>	<b>Liability Claims (Gov't Code §54956.95)</b> <i>Claimant: Borrego Solar</i> <i>Claim Against: Santee School District</i>	
<b>3.</b>	<b>Public Employee Performance Evaluation (Govt. Code § 54957)</b> <i>Superintendent</i>	
<b>H.</b>	<b>RECONVENE TO PUBLIC SESSION</b>	60
<b>I.</b>	<b>ADJOURNMENT</b>	60

**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  
November 17, 2009, at 7:00 p.m.*

*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 November 3, 2009 regular meeting

Agenda Item A.

Reports and Presentations Item B.1. Superintendent's Report  
Prepared by Dr. Patrick Shaw  
November 3, 2009

The following items are presented for Board information:

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

Agenda Item B.

**DEVELOPER FEES COLLECTION REPORT**  
**2009-10**  
**CUMULATIVE THROUGH OCTOBER 23, 2009**

Residential Rate: \$3.35 per square foot over 500 - effective 4/21/09  
Commercial Rate: \$.29 per square foot - effective 6/16/08  
Self Storage Rate: \$.16 per square foot - effective 6/16/08

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
X		9735 HALBERNS BLVD. (CARLTON HILLS EVANGELICAL LUTHERAN CHURCH)	07/20/09	192	\$0.00	
X		1840 JOE CROSSIN DRIVE	07/24/09	2,938	\$852.02	PD
X		8871 FANITA DRIVE (DEMO'D 1800 SQ. FEET)	08/10/09	1,276	\$0.00	
	X	9564 ABBEYFIELD ROAD	08/31/09	769	\$2,576.15	RS
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/10/09	17,823	\$59,707.05	CFH
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/23/09	14,931	\$50,018.85	CFH
	X	31 SANTEE, L.P. (MISSION VIEW ESTATES)	09/23/09	471	\$1,577.85	CFH
	X	STANDARD PACIFIC (RIVERWALK)	10/01/09	99,989	\$262,971.07	RS
X		1518 MAGNOLIA AVE. (ARCO AM/PM-CARWASH)	10/08/09	1,010	\$0.00	PD
<b>TOTAL PAGE 1</b>					\$377,702.99	
<b>TOTAL COLLECTED AS OF OCTOBER 23, 2008</b>					\$154,416.60	

\*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 - November 3, 2009						
Group	Location	Date	Days	Time	Attendance	Fees Applied
<u>Cajon Park</u> SNLL	Multipurpose Room	10/20/09	Tuesday	6:30 pm - 8:30 pm	15	
<u>Rio Seco</u> Rio Seco PTSA	Multipurpose Room	10/20/09	Tuesday	11:00 am - 3:00 pm	20	

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

**Santee School District  
ENROLLMENT REPORT  
10/30/2009  
Month 2 Week 4**

SCHOOL	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	10/30/09 Total Reg	10/31/08 Total Reg	# Diff	% Diff	10/30/09 SDC	10/31/08 SDC	# Diff SDC	% Diff SDC	Prior Week		
																		10/23/09 Total All	10/23/09 Total All	Total Diff
Cajon Park	97	106	107	108	108	104	100	125	104	959	944	15	1.6%	35	35	0	0.0%	994	993	1
Carlton Hills	41	36	41	48	37	52	55	88	103	501	525	-24	-4.6%	39	31	8	25.8%	540	540	0
Carlton Oaks	73	74	68	74	95	97	107	98	118	804	800	4	0.5%	46	40	6	15.0%	850	851	-1
Chet F. Harritt	62	84	64	65	61	65	70	69	54	594	644	-50	-7.8%	10	26	-16	-61.5%	604	603	1
Hill Creek	91	88	84	85	82	88	85	61	91	755	810	-55	-6.8%	24	23	1	4.3%	779	778	1
Pepper Drive	83	69	79	75	78	79	86	83	81	713	707	6	0.8%	10	13	-3	-23.1%	723	726	-3
Prospect	60	55	56	51	54	61	65	47	52	501	467	34	7.3%	15	14	1	7.1%	516	518	-2
Rio Seco	108	109	93	96	90	107	93	87	99	882	813	69	8.5%	22	20	2	10.0%	904	909	-5
Sycamore Canyon	48	47	50	34	44	44	44	0	0	311	300	11	3.7%	26	20	6	30.0%	337	336	1
<b>SUBTOTAL</b>	663	668	642	636	649	697	705	658	702	6020	6010	10	0.2%	227	222	5	2.3%	6247	6,254	-7
Alternative School	2	3	2	3	2	9	4	4	2	31	44	-13	-29.5%					31	31	0
Success Academy								1	3	4	6	-2	-33.3%					4	4	0
NPS										0	0			3	3	0	0.0%	3	3	0
EAK										0	0							0		0
<b>SUBTOTAL</b>	2	3	2	3	2	9	4	5	5	35	50	-15	-30.0%					38	38	0
<b>TOTAL</b>	<b>665</b>	<b>671</b>	<b>644</b>	<b>639</b>	<b>651</b>	<b>706</b>	<b>709</b>	<b>663</b>	<b>707</b>	<b>6055</b>	<b>6,060</b>	<b>-5</b>	<b>-0.1%</b>					<b>6285</b>	<b>6,292</b>	<b>-7</b>

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.

	<b>PK</b>	
Cajon Park	3	997
Hill Creek	9	788
Prospect	14	530
Sycamore Canyon	10	347

<b>Total Enrollment Including PK</b>
<b>6321</b>



# *Schedule of Events*

<i>Date</i>	<i>Event</i>
November 4	ICOC Meeting 6:00 p.m.
November 5	Joint Press Conference with Padre Dam 10:00 a.m. Carlton Hills School
November 11	Veterans' Day Schools and District Offices Closed
November 17	Board meets with Student Representatives 6:00 p.m. Board Meeting 7:00 p.m.
November 19	ELDA Spotlight Series Marc Prensky: Digital Native Learners 5:00 p.m. USD-SOLES
November 25-27	November 25-Holiday in Lieu of Admissions Day November 26-Thanksgiving Day November 27-Local Holiday Schools and District Offices Closed
December 1	Board Meeting 7:00 p.m.
December 15	Board Meeting 7:00 p.m.
Dec. 21 – Jan. 1	Winter Break Schools and District Offices Closed
January 6	Board Meeting 7:00 p.m.
January 18	Martin Luther King Holiday Schools and District Offices Closed

Reports and Presentations B.2. Recognition of Donna Farquar  
San Diego County Teacher of the Year

Prepared by Dr. Patrick Shaw  
November 3, 2009

On October 6, 2009, the Board recognized Donna Farquar as the Santee School District's Teacher of the Year. On October 10, 2009, district teachers of the year from school districts throughout San Diego County were honored and from this distinguished group Donna Farquar, Santee's English Learner Resource Teacher, was selected as a San Diego County Teacher of the Year. Donna will serve in this capacity in 2010 with four other teachers from the Preuss School at UCSD, Grossmont Union High School District, Sweetwater Union High School District, and the San Diego County Office of Education Juvenile Court Schools.

This evening, it is the pleasure of the Board of Education to recognize and honor Donna Farquar as a San Diego County Teacher of the Year.

A reception in honor of Donna Farquar will be held immediately following this item.

Agenda Item B.2.

Reports and Presentations Item B.3. Principal Presentations on Instructional Leadership: Terry Heck, Carlton Hills

Prepared by Dr. Patrick Shaw  
November 3, 2009

**BACKGROUND:**

The Principals are responsible for instructional leadership in support of student achievement goals targeted by the Superintendent and School Board. Over the next few months, each Principal, together with their Vice Principal, will share with the Board recent school achievements, goals for the 2009-10 school year, and programs and instructional approaches to achieve the identified goals.

Tonight, Carlton Hills Principal, Terry Heck, will share with the Board Carlton Hills' recent successes and the school's goals for the 2009-10 school year. In addition, Mr. Heck will share programs and practices that are currently in place to achieve the school's goals.

Agenda Item B.3.

PUBLIC COMMUNICATION Item C.

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

Agenda Item C.

CONSENT ITEMS Item D.

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

Consent Item D.1.1. Approval of Minutes  
Prepared by Dr. Patrick Shaw  
November 3, 2009

**BACKGROUND:**

Presented for Board approval –

- October 20, 2009

**RECOMMENDATION:**

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

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

October 20, 2009  
**MINUTES**

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

**A. OPENING PROCEDURES**

1. Call to Order and Welcome

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

Members present:

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

Administration present:

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

2. President El-Hajj introduced the Eagle Young Marines who presented the colors and Commander Duane Siegmann who led the members, staff and audience in the Pledge of Allegiance.

3. Approval of Agenda

It was moved and seconded to approve the agenda.

**Motion: Carlisle 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. Schedule of Upcoming Events
- 1.4. Enrollment Report by Minnie Malin

Dr. Shaw introduced Minnie Malin, who reported on the CBEDs student count. This year's there were 6024 students enrolled, which is 11 students greter than last year. The District has seen an increase of 16 students since the first day of school.

**2. Spotlight: Santee Kiwanis and the Eagle Young Marines for the Santee Junior Olympics Program**

Member Bartholomew reported that before summer he attended the Junior Olympics with his son. The Junior Olympics is a great opportunity for students from all schools to engage in athletic competition and the one chance to bring all schools together. This year the Eagle Young Marines participated by presenting the colors, picking up trash, and acting as "gophers" for the Kiwanis members and teachers.

Dr. Shaw introduced Santee Kiwanis members Phil Thatcher, Joe Gertzen, and Bill Paxton. He also introduced Don Ainsworth, a retired Santee teacher and a Kiwanian, who chairs the Junior Olympics and is the person who really makes it happen. The Santee Kiwanis Club has sponsored the Junior Olympics for more than 30 years. President El-Hajj thanked the Santee Kiwanis Club and presented the representatives with a certificate of appreciation.

The Eagle Young Marines were introduced and thanked for their help and support and the Junior Olympics. Mr. and Mrs. Siegmann shared information about the Eagle Young Marines and how they provide service throughout the community. President El-Hajj presented them with a certificate of appreciation.

**3. Spotlight: Lisa Sagat and Tara O'Connell, Cox Kids Foundation Grant Recipients**

Dr. Shaw introduced Lisa Sagat and Tara O'Connell, teachers who applied for and received Cox Kids Foundation grants for their classrooms. Mrs. Sagat shared her grant will be used to purchase a Promethean Board and Acti-votes for her classroom. Mrs. O'Connell will use her grant funds for Probeware for the school to use. President El-Hajj presented each teacher with the certificate of appreciation for their extra efforts on behalf of students.

4. Principal Presentation: Lisa McColl, Rio Seco School

Lisa McColl, principal at Rio Seco School, presented to the Board her "stretch goals" for Rio Seco student achievement. She is looking for continuous improvement with the ultimate goal of hitting 900 API. Mrs. McColl believes it is most important to decrease the proficiency gap between the special education and regular education students. She shared the work she is doing to cultivate and develop teacher leaders, focus on student learning, and create a sense of school connectedness. Mrs. McColl's leadership goal is to support the change to develop the whole child. The Board thanked Mrs. McColl for an outstanding presentation.

**C. PUBLIC COMMUNICATION**

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

**D. PUBLIC HEARING**

**1. Alternative School Choice Waiver Request to California Department of Education**

President El-Hajj opened the public hearing on the Alternative School Choice Waiver Request to the California Department of Education. There were no comments from the public. President El-Hajj closed the public hearing.

**E. CONSENT ITEMS**

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

- 1.1. **Approval of Minutes**
- 1.2. **Adoption of Resolution No. 0910-18 California Public Employees' Retirement System (CalPERS) Resolution for Classified Management Employees**
- 2.1. **Approval/Ratification of Travel Requests**
- 2.2. **Approval/Ratification of Expenditure Warrants**
- 2.3. **Approval/Ratification of Purchase Orders.**
- 2.4. **Acceptance of Donations**
- 2.5. **Approval/Ratification of Revolving Cash Report**
- 2.6. **Approval of Six Month Permit Renewal with the Santee Farmers' Market**
- 2.7. **Approval of Class Size Reduction Report**
- 3.1. **Approval/Ratification to File Notice of Completion Document for Phase 1 – Carlton Hills Modernization Project**
- 4.1. **Approval of 2009-10 Memorandum of Understanding (MOU) with Cajon Valley Union School District for Beginning Teacher Support and Assessment Program (BTSA) Consortium**
- 4.2. *(Pulled for separate consideration.)*
- 4.3. *(Pulled for separate consideration.)*
- 4.4. **Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds**
- 4.5. **Approval of Alternative School of Choice Waiver 2009**
- 4.6. *(Pulled for separate consideration.)*
- 4.7. **Approval of Operating Agreement with Home Instruction for Parents of Preschool Youngsters (HIPPY) U.S.A., Inc.**
- 5.1. **Personnel, Regular**
- 5.2. **Approval to Increase Work Hours for Identified Classified Position**
- 5.3. **Approval of Revisions to the Certificated Non-Management Evaluation Procedures for Social Workers/Counselors**

It was moved and seconded to approve the Consent Items with the exception of items E.4.2., E.4.3., and E.4.6.



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

**4.2 Approval to Accept Early Mental Health Initiative Grant for Primary Intervention Program for Carlton Hills and Carlton Oaks Schools** *(Pulled by Member Ryan for separate consideration.)*

Member Ryan asked Kristin Baranski who would fill the Child Assistant positions for the grant since the Child Assistants were laid off. Mrs. Baranski said the District was fortunate to receive 60% of the original grant and is happy to be able to offer reemployment to two PIP Child Assistants to return to their positions. Member Ryan was pleased to know that we would be able to rehire the previous employees.

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

**4.3 Approval of Memorandum of Understanding with San Diego Youth Services as the Outside Mental Health Consultant of the Primary Intervention Program for Carlton Hills and Carlton Oaks Schools** *(Pulled by Member Ryan for separate consideration.)*

Member Ryan asked how the provider was chosen for consultant services for the grant. Kristin Baranski introduced Meredith Riffel who reported the grant included a proposal of \$5,000 and what we received was reduced by almost one-half. The provider was selected because they are the current EPSDT provider to Carlton Hills and Carlton Oaks and it was more efficient to add additional hours to the existing providers' services rather than hiring another agency. Mrs. Riffel said Children's Hospital was invited but did not respond in time.

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

**4.6. Approval of Revision to Chet F. Harritt School's Instructional Schedule for 2009-10** *(Pulled by Member Burns for separate consideration.)*

All of the Board members thanked Principal Andy Johnston and the Chet F. Harritt staff for providing more time for students in front of teachers. Mr. Johnston said the teachers should be credited because it was the teachers who worked hard to develop the new schedule. Member Bartholomew is interested to see where all of the grades are in instructional minutes at all schools. Member Burns visited Chet F. Harritt on Friday and saw a lot of great things going on there. He believes is it because of the leadership of Andy Johnston and Dawn Minutelli. Board members asked Mr. Johnston and Mrs. Minutelli to thank the Chet F. Harritt staff for this great step and direction.

**Motion:** Bartholomew                      **Second:** Burns                      **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. Approval of Appointment of Applicants to Board Advisory Committees**

Dr. Shaw reported applications were distributed to parents and employees for vacancies on Board Advisory Committees. An updated list of applicants and the committees they selected was presented for Board approval. Member Burns moved approval to the applicants first choices and suggested asking those who chose more than one if they are willing to serve on more than one committee. Member Ryan suggested approving their appointment to two committees where indicated. Member Burns revised his motion to reflect approval of the applicants and the committees they selected as indicated on the chart.

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

**G. BOARD POLICIES AND BYLAYS**

**1. Second Reading: New BP 1160 Political Processes**

New Board Policy 1160 Political Processes was submitted to the Board of Education for adoption. Member Carlisle asked about the last sentence under legislation: "However, the Board shall not urge the public to lobby the legislature on behalf of the district."

The Board asked Administration to check for any legal reason this statement could not be removed. If there is a reason it cannot be removed, i.e., Ed. Code or Gov't Code, return with the policy for Board adoption. Member Carlisle moved to approved new Board Policy 1160 with the indicated statement removed.

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

**H. BOARD COMMUNICATION**

Member Burns thanked the principals and staff for allowing him to visit Chet F. Harritt and Carlton Oaks Schools. He had two great visits and enjoyed seeing students engaged in learning. He shared with the Board that at the City/Board Joint Committee meeting the City offered their service to coordinate community service opportunities for students who go through expulsion hearings. Member Burns said *Salute to Teachers*, the County Teacher of the Year presentation was great and it was wonderful to see Donna Farquar and Santee receive recognition.

Member Bartholomew shared he felt very motivated by the Eagle Young Marines. It is great for kids to dedicate themselves to an organization with outstanding goals like that. The *Salute to Teachers* program was great and it was so exciting to hear them announce Donna Farquar's name among the great competition.

Member Carlisle expressed "kudos" to the Kiwanis for their good work for students and said it is incredible all of the things they do for our community.

President El-Hajj reported she attended three budget presentations this month. The presentations are sobering but the message is well organized and very clear. She thanked administration for putting together such a complete presentation.

Member Ryan said she did not ask the question about the grant to inquire why Children's Hospital was not chosen as the provider. Her comment tonight had nothing to do with her affiliation with Children's Hospital.

A draft letter for parents about influenza was presented for the Board to review. Member Ryan supports a letter going home to parents. The recent death of a young girl has caused increased fear among parents. She discovered there was a case of H1N1 at one of our schools. The public health department does not want to panic parents but she is concerned that it is not advised to tell the parents in that class. She would like to send the letter home to students. She suggested adding a sentence to insure parents have provided the schools with any important health information about their children. *If your child has a chronic illness be sure the school files are updated and current will be added to the letter.*

Member Ryan also discussed the MOA with the County to have medical providers work with schools to vaccinate all kids and said Santee may have the opportunity to have students immunized in our school district. The County is currently providing districts with draft MOA's. Some districts have expressed concern about the MOA, but there may be other ways to offer the opportunity to provide the vaccines. Member Burns has some concerns and does not believe he has enough information at this time to make a decision. Member Burns would want parents to have an opportunity to come forward and share their feelings and asked to have this item on the agenda for the November 3<sup>rd</sup> Board meeting. Member Carlisle asked if parents would have the option to opt out and also said there should be no cost to the school district.

Member Ryan said you can research the risk of the vaccine on the CDC website. The risk is minimal. The most severe reaction she has heard about is a nerve syndrome (Guillain-Barre syndrome), and it is a rare reaction.

Board members asked the Superintendent to pursue the process for H1N1 vaccine clinics at schools and there is Board support to bring it to the Board on November 3<sup>rd</sup>. Dr. Shaw should bring Administration's recommendations for logistics of school participation and the legal ramifications.

Dr. Shaw said the vaccinations are important and the CDC's concern is the mutation of the virus and returning as a more severe strain.

President El-Hajj asked about a celebration for Donna Farquar. The Board would like to provide Donna with an equitable celebration as they have for past County Teacher of the Year recipients. Linda will check with Donna to see what she would prefer.

Dr. Shaw asked the Board to provide topics they would like to discuss with Principals on November 3<sup>rd</sup>. Board members suggested having a conversation about a process for continued communication about budget and the logistics of dealing with the H1N1 pandemic.

Dr. Shaw reported that Padre Dam has requested to present a joint press conference with the Santee School District about their partnership in water conservation. The topics of the press conference will include split irrigation to use of recycled water and water savings design in our new junior high buildings (waterless urinals and drought tolerant landscaping). Padre Dam has asked the Board to select a school site and provide some date options. The Board asked Administration to select a school site and schedule the press conference during the week of November 2<sup>nd</sup>. Board members will attend as available. Allen Carlisle will attend for certain to represent the Board.

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

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

- 1. Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)**
- 2. Liability Claims (Gov't Code §54956.95)**  
*Claimant: Borrego Solar*  
*Claim Against: Santee School District*
- 3. Conference with Legal Counsel – Existing Litigation**  
*(Subdivision (a) of Gov't Code §54956.9)*  
*Case # 37-2009-00083936-CU-CO-CTL*

The Board entered closed session at 8:42 p.m.

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

The Board reconvened to public session at 9:35 p.m. No action was reported.

#### **K. ADJOURNMENT**

The January 20, 2009 regular meeting adjourned at 9:35 p.m.

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Barbara Ryan, Clerk

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Dr. Patrick Shaw, Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests  
Prepared by Karl Christensen  
November 3, 2009

**BACKGROUND:**

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

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

A list of travel and professional staff events is presented for the Board's review and approval/ratification. Included on the report are dates, names of meetings and locations, and either categorical, grant, or general funding sources that support such travel. A list of requests for travel which require air travel, and/or an overnight stay and/or are out of the County will be reviewed and approved by the Executive Council or Superintendent and submitted to the Board of Education for approval **prior** to the travel date.

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated travel expenses are \$8,579, with additional substitute costs of \$210, as disclosed on the following page.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.1.
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**Board Travel Report - November 3, 2009**

Travel Dates	Attendees	Site or Dept	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Overnight, Out-of-State, Air Travel
Saturday, 10/24/09	Andy Johnston Ramona Lampe Phelim O'Connell Maggie Duffy Helen Toma Debra Shock	CFH CFH CFH CFH CFH CFH	San Diego Computer Using Educators Conference	El Cajon	\$0 \$0 \$0 \$0 \$0 \$0	\$21 \$21 \$21 \$21 \$21 \$21	School/Library Improvement School/Library Improvement School/Library Improvement School/Library Improvement School/Library Improvement School/Library Improvement	The focus of this conference will be to learn ways to integrate technology into the existing curriculum with the intent of improving instruction.
Thursday, 11/19/09	Gillian Ryan	PA	Reaching All Learners: The Event for Forward-Thinking Education and IT Leaders	San Diego	\$105	\$0	Title I	The purpose of this workshop is to integrate a digital learning environment.
Saturday, 12/05/09	Autumn Freund Joseph Kemery	PA PA	PeaceJam Workshop	San Diego	\$0 \$0	\$138 \$138	EIA EIA	This workshop will focus on strategies for creating positive change in learning communities. Participants work with Nobel Peace Prize winners.
Mon-Fri, 2/22/10 - 02/26/10	Ted Hooks Sharon Hodges	CP PD	Pro-Act Professional Assault Crisis Training	San Diego	\$0 \$105	\$1,161 \$1,162	ARRA-IDEA ARRA-IDEA	The focus of this training is to teach strategies that create a zero-restraint environment for all students. This training will also provide certification for trainers.
<b>Travel Requests (overnight, out-of-county, and/or air travel) Submitted for Board Approval</b>								
Fri-Sun, 11/13/09 - 11/15/09	Jeane Petree Calleen Gaeir	CO CO	Getting in Touch with Literacy	Costa Mesa	\$0 \$0	\$309 *\$185	ARRA-IDEA ARRA-IDEA	This is a national conference focused on the literacy needs of students with visual impairments.
Thurs-Fri, 12/03/09 - 12/04/09	Meredith Riffel Della Hardy Mary Mogt Jenny DeVlieger	Ed Services Ed Services Ed Services Ed Services	Early Mental Health Initiative Annual Conference	Burlingame	\$0 \$0 \$0 \$0	\$896 \$896 \$896 \$896	PIP-EMHI PIP-EMHI PIP-EMHI PIP-EMHI	The theme for this conference will be, "Connecting Hearts and Minds." Attendance at this conference is a PIP grant requirement.
Wed-Fri, 2/17/10 - 02/19/10	Kristin Baranski	Ed Services	2010 Curriculum and Instruction Leadership Symposium (Asilomar)	Pacific Grove	\$0	\$450	Targeted Instructional Improvement Block Grant	This symposium will focus on dynamic leadership skills for sustainable improvement: Building on our assets.
Tues-Wed, 2/23/10 - 02/24/10	Christina Becker	M&O/Facilities	Coalition for Adequate School Housing (CASH) Conference on School Facilities	Sacramento	\$0	\$1,511	Facilities	This conference will focus on school facilities funding advocacy and will include participation in the State Allocation Board meeting.

\* Ms. Gaeir is attending only one day of the conference.

Consent Item D.2.2. Approval/Ratification of Revolving Cash Report  
Prepared by Karl Christensen  
November 3, 2009

**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends approval of checks #21765 through #21767 on the \$15,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is \$300.00 as disclosed on the following report.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.2.
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SANTEE SCHOOL DISTRICT  
REVOLVING CASH REPORT - \$15,000

Date	Number	Name	Memo	Amount
10/14/09	21765	Wal-Mart	Lorene Foster Children's Fund	100.00
10/14/09	21766	Von's	Lorene Foster Children's Fund	50.00
10/22/09	21767	Wal-Mart	Lorene Foster Children's Fund	150.00

Total Checks Written

\$300.00

Total to be Reimbursed

\$300.00

**BACKGROUND:**

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

<i>Item</i>	<i>Approximate Value</i>	<i>Donated By</i>	<i>Designated For Use At</i>
Funds to Support the Instructional Program through Technology Funding	\$4,178.00	Cajon Park PTSA	Cajon Park
New Thermometer for Health Office	\$307.86		
Funds to Support the Instruction Program and Supplement Classroom Supplies	\$377.44	Target – Take Charge of Education (fundraiser)	Cajon Park
Funds to Support the 6 <sup>th</sup> Grade Camp Program	\$100.00	Handley N. Cook	Prospect Avenue
Grant to Support PASCO Scientific Probware Project (Tara Jones)	\$5,000.00	The San Diego Foundation (Cox Innovation in Education Program)	Prospect Avenue
Funds for the Purchase of a Laser Printer	\$300.00	J.G. Tate Fire Protection Systems	Sycamore Canyon
<b>TOTAL DONATIONS RECEIVED</b>	<b>\$10,263.30</b>		

**RECOMMENDATION:**

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

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The donations above are valued at \$10,263.30.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.3.
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Consent Item D.2.4.  
Prepared by Karl Christensen  
November 3, 2009

Agreement with the San Diego County Office of  
Education Fringe Benefit Consortium to Administer a  
403(b) Retirement Incentive Plan

**BACKGROUND:**

The District is offering a Retirement Incentive Program for Certificated Employees for the 2009-10 school year with two options:

- 1) STRS 2-Year Service Credit;
- 2) 403(b) Plan equivalent to amount that would be paid for STRS 2-year Service Credit.

A minimum of 20 retirees is required to invoke the plan. The 403(b) option will be administered by the Fringe Benefit Consortium (FBC) for a fee of 1%. The District would make five (5) equal annual installments into the 403(b) Plan. Employees who elect this Plan will have numerous options for using the funds including establishing an annuity as well as immediate withdrawal for other purposes. FBC staff will conduct individual meetings with potential retirees to discuss the advantages and disadvantages of each option.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the agreement with the San Diego County Office of Education Fringe Benefit Consortium to administer a 403(b) Retirement Incentive Plan for the 2009-10 school year.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fee is estimated at \$8,965 if 20 employees chose the 403(b) option. Cost of payments to the Plan would be \$896,548 paid over five (5) years. Projected net savings over five (5) years is estimated to be \$1,704,853.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion:		Second:		Vote:		Agenda Item D.2.4.
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AGREEMENT BETWEEN

SANTEE SCHOOL DISTRICT AND THE SAN DIEGO COUNTY SCHOOLS FRINGE

BENEFITS CONSORTIUM

	) Contact Person:
	)
SANTEE SCHOOL DISTRICT	) Karl Christensen
	) Assist Superintendent
9625 Cuyamaca Street	) Business Services
	)
Santee CA 92071-2674	)
	)
PHONE: (619) 258-2308	)
	)
FAX: (619) 258-2305	)

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Dated this 20<sup>th</sup> day of October, 2009

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

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

RECITALS

The District has determined to offer a 403(b) Plan ("Plan") retirement incentive program to certificated, management and non - management employees for the 2009-2010 school year.

**Employee has an election to choose between two (2) years service credit through CalSTRS or a FBC Deferred Compensation 403(b) plan.**

The 403(b) Plan consists of five (5) annual equal installments, equal to two (2) years of STRS service credit.

Only certificated, management and non-management, employees 55 years or older, who resign from the District, who have rendered at least ten (10) years of full-time service, in order to retire under STRS between February 1, 2010 - June 30, 2010 are eligible for the Plan. The 403(b) Plan is conditioned upon a minimum of 20 District certificated employees participating in the Plan. District holds the right to implement the incentive if less than 20 employees elect to participate.

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

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

#### AGREEMENT

Now, therefore, the parties hereby agree as follows:

1. Term.

The term of this Agreement shall be for a period of no less than five years commencing with the qualification of the District for the Plan when as least 20 certificated District employees (or the selected number of employees, agreed for by the district) submit their STRS retirement papers / resignation retirement notices to the district no later than December 18, 2009. Should this event not occur, then the Agreement is automatically terminated.

2. Duties of the District.

The District shall provide the FBC information regarding no fewer than 20, certificated, management and non- management, employees who qualify for the 403(b) Plan by January 29, 2010, **who have elected either two(2) years of STRS Service Credit through CalSTRS or the FBC Deferred Compensation Plan.**

For employees that select the FBC Deferred Compensation 403(b) plan, the District shall pay the retirement incentive in five equal payments into the FBC 403(b) plan on behalf of each eligible District member. The payments shall be in five equal annual installments, equal to two (2)

years of STRS service credit, commencing fifteen working days from August 15, 2010, and annually thereafter; August 15, 2011, August 15, 2012, August 15, 2013, and August 15, 2014. The retiree shall have the sole discretion to withdraw, invest or elect a payment option for the full cash amount of each annual installment amount equal to two (2) years of STRS service credit, paid into the 403(b) plan.

3. In addition to the annual payment of, equal payment of CalSTRS additional two (2) years of service credit, per participant, the District also agrees to pay a 1.0 percent administration fee to the FBC annually, by August 15 each year.

4. Duties of the FBC.

The FBC shall produce enrollment materials.

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

The FBC shall process enrollments for the participants.

The FBC shall help coordinate enrollment with the District.

The FBC shall provide documents needed to establish the Plan.

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

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

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

FBC shall deposit to individual members plan account by August 23, 2010, and annual thereafter.

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

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

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

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

5. Disputes.

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

6. Notice.

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

Santee School District  
9625 Cuyamaca Street  
Santee CA 92071-2674  
Attention: Assistant Superintendent Employee Relations

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

7. Assignment.

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

8. Governing Law.

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

9. Modification or Amendment.

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

District

Fringe Benefit Consortium

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

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

Name: Karl Christensen

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

Title: Assist. Superintendent  
Business Services

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

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

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

The Agreement was approved at Board meeting: / /2009  
\_\_\_\_\_

**BACKGROUND**

State regulations governing Single Plans for Student Achievement require that the Board of Education annually approve the plans for each of the schools. The 2009-10 Single Plans and budgets have been approved by the local councils and meet the requirements of the applicable regulations. These plans were written utilizing the state template and include goals based on the most current student performance data and the District achievement targets. In addition, each site has completed a unique Parent Involvement Policy as outlined in Board Policy and Administrative Regulation 6020 and these policies are attached in each Single Plan. Complete plans will be available at the Board meeting for public review.

**RECOMMENDATION**

Administration recommends approval of the Single Plans for Student Achievement and Parent Involvement Policy for each of the schools.

This recommendation supports the following District goal:

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

**FISCAL IMPACT**

Approval of the Single Plans for Student Achievement will provide authorization for school staffs to expend categorical funds to support program development focusing upon student achievement during the 2009-10 school year.

**STUDENT ACHIEVEMENT IMPACT:**

The Single Plan for Student Achievement for each school includes a comprehensive plan to improve the academic performance of students. The plan reflects the collection and analysis of student performance data, the setting of priorities for program improvement, the rigorous use of effective strategies, and the ongoing monitoring of student achievement. The template provides a structured means to improve teaching and learning to meet state content and performance standards. In addition, the newly created parent involvement policies encourage home-school communication which is essential in moving all students toward proficiency.

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

Agenda Item D.3.1.



Consent Item D.3.2. Approval of San Diego County Office of Education Agreement for Participation in AB 430 Administrative Professional Development  
Prepared by Kristin Baranski  
November 3, 2009

**BACKGROUND:**

AB 430 is legislation that encourages school districts to train site administrators in three training modules and uses state-approved training providers to develop this training. The modules are:

1. Leadership and support of student instructional programs,
2. Leadership and management for instructional improvement, and
3. Instructional technology to improve pupil performance.

San Diego County Office of Education (SDCOE) is a State-approved training organization for AB 430 modules 2 and 3. Should any of our current administrators need AB 430 Module 1 training, a separate SDCOE contract will be forthcoming. A copy of the SDCOE contract for modules 2 and 3 is attached.

**RECOMMENDATION:**

Administration recommends approval of the agreement with the San Diego County Office of Education for administrative participation in AB 430 modules 2 and 3.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

School districts are reimbursed \$3,000 per site administrator for AB 430 training modules 1, 2, and 3. The contract with San Diego County Office of Education covers site administrator training in modules 2 and 3 and costs \$2,000 per participant. Any matching funds for additional module 1 training, a requirement through AB 430 legislation, will be paid from categorical funds. There is no general fund impact.

**STUDENT ACHIEVEMENT IMPACT:**

Site administrators who receive AB 430 Module 2 and 3 training in leadership and management and instructional technology to improve pupil performance will gain a deeper understanding of principles related to school-wide and individual student growth.

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

Agenda Item D.3.2.

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
INCOME CONTRACT FOR MODULES 2 & 3**

Not to exceed \$4,000				\$4,000
Original Contract Amount	Amendments No. 1	Amendment No. 2	Amendment No. 3	Total Contract Amount

**SDCOE CONTACT**

**Melissa Hunt, Coordinator**  
**Leadership Services**  
 6401 Linda Vista Rd. 321N  
 San Diego, CA 92111  
 (858) 569-5373 (858) 268-7913  
 Email: 4leaders@sdcoe.net

**DISTRICT CONTACT**

**Kristin Baranski**  
**Director I, Curriculum**  
 9619 Cuyamaca St  
 Santee, CA 92071-2674  
 619-258-2300  
 KBaranski@santee.k12.ca.us

This agreement for AB 430 Administrator Training Program Institutes is entered into this day of **10/9/2009** by and between **Santee Unified School District** herein called the "District" and the San Diego County Superintendent of Schools/San Diego County Office of Education, Leadership Services Program herein called the "Leadership Services Program". The Leadership Services Program agrees to provide the following services:

**SCOPE OF SERVICES**

The Leadership Services Program at the San Diego County Superintendent's of Schools/San Diego County Office of Education will provide high quality, research-based professional development that aligns school practice with State and Federal educational initiatives. The Leadership Services Program is a State Board Approved provider for AB 430 training. Each training will be scheduled according to State Board Approved guidelines and will require complete participation in 40 hours of institute training covering modules 2 and 3. Subsequent to this training, participants will complete 40 hours of follow up practicum for a total of 80 hours **and** the online AB430 survey. The Leadership Services Program will provide the structure and procedure for documentation and the District will provide guidance and support for practicum content, certification of completion, and completion of AB 430 Online Survey. See attached Responsibility Agreement Outline.

**PERIOD OF AGREEMENT - INCEPTION AND TERMINATION DATES**

The Leadership Services Program will commence the forty-hour institute training of Modules 2 - 3 and follow-up under this Agreement on **07/01/2009** and will diligently perform as required and complete the agreed upon forty-eight hour training by **6/30/2011**. The current training schedule is available at [www.sdcoe.net/ab430](http://www.sdcoe.net/ab430). Additional training may be scheduled during the academic year, dependent upon capacity and numbers of participants to be served.

**COMPENSATION/COSTS AND PAYMENT SCHEDULE**

The District shall pay the Leadership Services Program the total amount of \$2000 per participant, for services rendered pursuant to this Agreement. The District estimates that 2 participants will attend. The District will submit a **purchase order** for the number of participants expected to be served under this Agreement as soon as possible **prior** to the commencement of the training and will make payment within 30 days of receiving invoice following the first day of Module attendance.

The District may approve participant attendance at other Leadership Services Program training, as available, to make up any missed portions of the forty-hour training. Leadership Services Program is not responsible for any travel, stipend/salary, or special needs expenses related to participant attendance.

Leadership Services Program may enter into binding Agreements with hotel, purchase materials, or incur other expenses to prepare to serve the number of participants estimated in this contract. The District agrees to reimburse the Leadership Services Program for expenses incurred to provide the services for the District in the event that the District cancels, postpones, or the number of participants falls below 85% of the numbers estimated in this contract.

**Income Schedule:**     [ ] Monthly    [ X ] As Invoiced    [ ] Upon Completion

**RENEWAL TERMS**

The Leadership Services Program will prepare an Agreement Amendment in the event that the District would like

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
INCOME CONTRACT FOR MODULES 2 & 3**

to increase the estimated numbers of participants, based on the ability of Leadership Services Program to accommodate additional participants and/or new training. Training content and expenses are reviewed and revised annually. Amendments and new Agreements will reflect these changes.

**FUND AVAILABILITY**

The context of the institutes is aligned to meet requirements for a variety of state and federal programs, including, but not limited to, High Priority Schools Grant, Program Improvement, and Title II. Availability and designation of funds is the District responsibility and shall not impact the compensation amount or timeline for services provided by the Leadership Services Program.

**OWNERSHIP OF DOCUMENTS OR WORK**

Training instructor and participant manuals are protected under copyright and require written approval of the Sacramento County Office of Education, Stanislaus County Office of Education and/or San Diego County Superintendent of Schools/San Diego County Office of Education for any and all uses beyond the scope of the forty-hour training. Supplemental books are also under copyright and the District agrees to comply with terms of use stated by each source.

**TERMINATION**

This Agreement may be terminated by either party with a thirty (30) day written notice. In the event of such termination, the County shall refund all unexpected and unobligated funds, after withholding amounts necessary to discharge uncancellable obligations.

**COMPLIANCE WITH LAW FINAL APPROVAL**

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

**ENTIRE AGREEMENT**

This Agreement and attached Responsibility Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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

SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS

Santee Unified School District

By (Authorized Signature)

By (Authorized Signature)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal ID No.: 95-6000935

Federal ID No.: \_\_\_\_\_

**RESPONSIBILITY AGREEMENT**

This serves as a responsibility Agreement in which the District and the Leadership Services Program will work together toward our mutual goal of providing professional development to improve preparation for site administrators. All Agencies believe that this collaboration will enhance student achievement. To this end, each

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
INCOME CONTRACT FOR MODULES 2 & 3**

agency agrees to participate in the program by coordinating, providing, and financing the following services for the purpose of this Agreement.

**District Responsibilities**

***Applying for State funding***

1. Districts need to apply for funding with the CDE during the open window opportunities at [www.ab430training.org](http://www.ab430training.org). An email from the CDE & SDCOE will go out letting you know when the window is open.  
\* More information related to 2009-2010 funding options will be forthcoming from the CDE.

2. The names of site principals and assistant principals who will participate in the AB 430 grant are required when you apply for funding at [www.ab430training.org](http://www.ab430training.org)

3. The names of administrators that are either paying for their own training, or that do not qualify for state funding as mentioned above, also need to be entered onto the MSfAT at the time of the application. The state database (MSfAT) will be used to generate *certificates of completion* for all administrators. So, even if your district does not receive funding for these individuals, they now need to be entered into the MSfAT for the purpose of certificates. Please note this is a significant departure from past practice.

4. Only site principals and assistant principals qualify for \$3,000 in Federal Funding to participate in AB430. Please note: Funding is made contingent upon the availability of funds.

***Application Approval***

5. Your district's completed application will be reviewed by the CDE and submitted for State Board of Education (SBE) approval.

***Management System for Administrator Training (MSfAT)***

6. Once the district has received notification from CDE that the initial application has been approved, the district's contact person must return to the CDE's website (MSfAT) at [www.ab430training.org](http://www.ab430training.org). Using the assigned district user name and login password, log onto the MSfAT you will see the *Welcome* and (your name); go to the left side of the menu and click on *My Provider*, you will then see a link that says *Choose Provider*, click on this and designate the Reading Implementation Center (SDCOE provider of Elementary Module 1) and the San Diego County Office of Education (provider secondary Module 1 and K-12 Modules 2 & 3).

7. The district must **monitor** the MSfAT at [www.ab430training.org](http://www.ab430training.org) to ensure that hours are posted appropriately.

8. Participants need to register for specific SDCOE trainings for **Secondary Module 1, 2, & 3** or **Elementary Modules 2 & 3** by filling out a *participant registration form* found at the following website: [www.sdcoe.net/ab430](http://www.sdcoe.net/ab430)  
Once the administrator has selected the desired training dates, the district must sign the form and fax to (858) 268-7913. Registration for **Elementary module 1** is done on line at:  
<http://readinglions.net/register> training schedule can be found on  
<http://readinglions.net/schedule>.

***Certificates of Completion***

9. The district will receive e-mail alerts from the CDE once the participants have taken the survey for any given module letting them know that the certificate of completion is ready to be downloaded.

10. The district Superintendent or designated person will then sign the certificate, and send the certificate to the participant, or make arrangements for them to pickup.

**San Diego County Superintendent of Schools/SDCOE Responsibilities**

1. The Leadership Services Program will provide high quality, research-based professional development that aligns school practice with State and Federal educational initiatives in the following areas:
  - a. Supporting and Supervising Student Instructional Programs to Improve Student Achievement
  - b. Aligning School Process and Practices to Improve Student Achievement
  - c. Using Technology Systems Management to Improve Student Achievement

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
INCOME CONTRACT FOR MODULES 2 & 3**

2. The Leadership Services Program will ensure that institute and practicum hours are accurately logged onto the (MSfAT) at [www.ab430training.org](http://www.ab430training.org); so that districts receive CDE disbursements in a timely manner, and administrators receive *certificates of completion from the CDE* in order to obtain a Professional Clear Administrative Service Credential (Tier II).

3. The Leadership Services Program will email participants asking them to take the on-line survey for each module once the practicum has been submitted, and training hours have been posted.

4. The Leadership Services Program will maintain a *local database* with all participant applications received, institute hours attended, practicum hours logged, and district payment information.

5. The Leadership Services Program will maintain updated training *institute schedules* and related resources at [www.sdcoe.net/ab430](http://www.sdcoe.net/ab430).

6. The Leadership Services Program will provide each district with an *annual progress report/letter* regarding registered AB430 participants.

7. The Leadership Services Program will *invoice districts* for each participant, following the first day of module attendance.

**SDCOE Rates:**

Module 1 - \$1,400

Module 2 - \$1,000

Module 3- \$1,000

Consent Item D.4.2. Adoption of Resolutions Authorizing Teacher Services –  
Education Code Sections 44256(b), 44258.2, and 44263

Prepared by Minnie Malin  
November 3, 2009

**BACKGROUND:**

Annually, the school district is required by Education Code to certify that teachers have met legal requirements to be authorized to teach in certain departmentalized subject areas. Teachers whose credential authorizations cover the subject matter they are teaching are not required to be confirmed through Board resolution. However, the Education Code does require resolutions for certain teachers as outlined below:

Education Code 44256(b) resolutions are for teachers whose multiple subject or standard elementary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject to be taught.

Education Code 44258.2 resolutions are for teachers whose single subject or standard secondary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject.

Education Code 44263 resolutions are for teachers whose credentials do not cover the subject to be taught, but they have a total of 9 upper division units or 18 semester units in the subject.

The resolutions are to satisfy code requirements for the 2009-10 school year. Attached is a list of teachers who are affected by these resolutions. Adoption of these resolutions authorizes several teachers to instruct departmentalized classes.

**RECOMMENDATION:**

It is recommended that the Board of Education adopt the resolutions authorizing teacher assignments under Education Code sections 44256(b), 44258.2, and 44263.

This recommendation supports the following district goals:

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

**FISCAL IMPACT:**

This item will not impact the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

Administration consistently reviews assignments to ensure proper credentialing.

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

### Education Code 44256 (b)

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
Gary Cartwright	Pepper Drive	History	Social Science
Gary Cartwright	Pepper Drive	Physical Education	Physical Education
Laura Barker	Carlton Hills	Life Science	Science
Lawrence Barbary	Cajon Park	Math Enrichment	Math
Valerie Iverson	Carlton Oaks	Life Science	Science
Jan Jensen	Carlton Oaks	Physical Education	Physical Education
Jill Schmitt	Carlton Oaks	Physical Science	Science
Gary Stovall	Carlton Oaks	Physical Education	Physical Education
Luke Towne	Carlton Oaks	Physical Education	Physical Education
Marc Robbins	Rio Seco	Math	Math

### Education Code 44258.2

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
John Journeay	Hill Creek	Physical Education	Physical Education
Ben Saia	Hill Creek	Math	Math
Ben Saia	Hill Creek	Science	Science

### Education Code 44263

<u>NAME</u>	<u>SCHOOL</u>	<u>SUBJECT TAUGHT</u>	<u>RESOLUTION FIELD</u>
Katrina Sparley	Pepper Drive	Science	Science
Lori Petchauer	Cajon Park	U. S. History	Social Science
John Journeay	Hill Creek	Art	Art

Consent Item D.4.3. Approval to Increase Work Year for Identified Certificated Position  
Prepared by Minnie Malin  
November 3, 2009

**BACKGROUND:**

The current caseloads of the speech and language therapists (SLP) are currently above the SELPA-wide and state-wide averages. We also have one SLP out on personal necessity and she may be out long term due to her mother's failing health.

Marian Rashap, the SLP at Carlton Hills School, is currently working .80 FTE. If that position is increased to 1.0 FTE it would help manage caseloads district-wide and it would also help when another SLP is out of the District.

One-time ARRA-IDEA federal stimulus funds will be used to support the increase in work year through June 2011 or until the funding source is exhausted, whichever occurs first. At that time, Marian's FTE would return to .80.

**RECOMMENDATION:**

Administration recommends approving the increase to the work year for Marian Rashap currently working in the SLP position from .80 FTE to 1.0 FTE effective November 4, 2009 through June 2011 or until the funding source is exhausted, whichever occurs first.

This recommendation supports the following district goals:

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

**FISCAL IMPACT:**

The annual cost for the current .80 FTE SLP position is \$77,555 and will increase to \$95,143 if the work year is increased to 1.0 FTE; for an annual difference of \$17,588. Administration will use one-time ARRA-IDEA federal stimulus funds to pay for the increase through June 2011 and will review the funding source prior to July 2011 to determine continued support.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item D.4.3.



DISCUSSION AND/OR ACTION ITEMS Item E.

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

Discussion and/or Action Item E.1.1. Board's Legislative Goals for 2010  
Prepared by Dr. Patrick Shaw  
November 3, 2009

**BACKGROUND:**

This is the time of the year when the State Legislature begins to develop legislation and bills that may impact education. Therefore, it is at this time the Board wishes to review their legislative goals for the upcoming legislative sessions. Meetings will be scheduled to present Santee School District's Legislative Goals to State Senator Dennis Hollingsworth and State Assemblyman Joel Anderson in early January as they begin consideration of legislative bills. At the October 20, 2009 Board meeting, Board members review their previously approved legislative goals.

At the direction of the Board, Executive Council has reviewed the previously approved legislative goals and developed more specific and attainable goals that reflect the current and more immediate needs of the District and with respect to the State's current economic status. Tonight, Executive Council will provide their recommended goals for the Board's consideration.

**Goal #1**

Seek or support legislation to provide adequacy, stability, flexibility, and local control in State funding for K-12 education programs and operations.

**Goal #2**

Continue to provide instructional materials categorical flexibility beyond 2012-2013 for high achieving school districts, as defined by State accountability guidelines

**Goal #3**

Seek legislation that would require the Education Code guidelines for certificated Reduction in Service (RIS) notices to be suspended when the State implements mid-year budget cuts.

**RECOMMENDATION:**

It is recommended that the Board review the recommended Legislative Goals and provide Administration with any desired changes. Board adopted goals will be provided to the legislators. Action is at the discretion of the Board.

**FISCAL IMPACT:**

None at this time although some of the legislation recommended, if passed can enhance the revenue position of this District.

**STUDENT ACHIEVEMENT IMPACT:**

This is a legislative item.

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

Agenda Item E.1.1.

Discussion/Action Item E.2.1. H1N1 Immunization Clinics in Santee School District  
Approval of Memorandum of Agreement with the County of  
San Diego

Prepared by Kristin Baranski  
November 3, 2009

## **BACKGROUND**

The County of San Diego has been contacting all school districts in San Diego County to enter into a Memorandum of Agreement authorizing the County to provide H1N1 immunization clinics on school campuses. With the rising concern regarding the H1N1 virus and President Obama's recent National State of Emergency declaration related to the potential spread of the virus, Administration recommends providing our school campuses as vaccination centers.

The County sent a draft Memorandum of Agreement and an Explanation of Options for H1N1 School Located Vaccine Clinics.

The attached Memorandum of Agreement (MOA) was reviewed and revised by our attorney and the County, and fully outlines the responsibilities by all parties, the County of San Diego and Santee School District. The County's version included additional (original) language in Item 3 of the MOA. (See shaded items.)

Some of the responsibilities, as outlined fully in the MOA, associated with the County of San Diego include:

1. Providing technical assistance in the coordination of school-located vaccination (SLV), including assistance with the development of consent form, medical screening, storage and handling, assistance with the development of sample letters to Participant parents and/or legal guardians ("Parents"), vaccine information, and other components of influenza vaccine administration.
2. Providing vaccinators and all services. County shall coordinate with District to schedule vaccinators for vaccine clinics. Vaccinators may include volunteers who are licensed in California and for whom administration of injections is within the scope of the license. Vaccinators may also include commercial vaccinators procured and paid by County.
3. Working with District to schedule clinics to the extent that H1N1 vaccine supply is available.

Some of the responsibilities, as outline fully in the MOA, associated with Santee School District include:

1. Identifying schools where vaccination will be provided and assist in determining schedule for holding the SLV clinics.
2. Distributing vaccine information, consent forms, letters to Parents, and other materials.
3. Communicating with Parents to encourage return of consent forms, translating consent forms into primary languages, promoting clinic options for families, and answering any questions related to the vaccination clinics.

4. Making appropriate room and set-up for the clinic, including ready access to a restroom and sink and providing additional custodial support before and after the clinics.

## **RECOMMENDATION**

Administration recommends approval of Memorandum of Agreement with the County of San Diego and the implementation of Model 1: School as Access Point for Vaccinations as the structure for Santee School District's clinic logistics.

Administration also recommends the following procedures be put in place to ensure for the safety and well-being of all children on Santee School District campuses.

1. Administration recommends the utilization of school-wide modified days when clinics are available on a campus. Participating children would be escorted to the clinic with their parent and would leave campus after the immunization occurs. Parental escort provides an additional measure to ensure the identification of the child being immunized as well as the emotional well-being during and after the immunization. Non-participating children would go home early as during any other modified day. Optimal timing for these clinics would be during parent conference week of December 7 when all days that week are modified days.
2. Clinics occurring during modified days would be open through the evening for child and parent convenience. Modified days would allow a larger clinic window of time for families to be immunized.
3. Administration also recommends opening our sites on weekends for clinics for those parents who can not attend an evening clinic session.

Upon approval of the MOA and determination of procedures, next steps will include the calendaring of all clinic dates and times with the County, discussing potential transportation needs if any, if additional modified days are added to the school calendar, and discussing additional custodial needs on campuses during the clinics.

This recommendation supports the following District goal:

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

## **FISCAL IMPACT**

The fiscal impact will need to be studied based on final decisions made regarding clinic logistics.

## **STUDENT ACHIEVEMENT IMPACT:**

All studies show an increase in student achievement when children attend school on a daily basis. Influenza-like-illness (ILI) has contributed to an increase in student absenteeism this school year. Influenza immunizations, in this case H1N1, may provide more students with the ability to fight the influenza prior to any contact with the active virus.

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

Agenda Item E.2.1.

## **H1N1 School Located Vaccine Clinics Explanation of Options**

### *Model 1: School as Access Point for vaccinations*

*Description:*

*Students and household members can come to one or more designated school locations to receive vaccine*

*Features:*

- *The clinic is held during non-school time (evening, conference days, or Saturday)*
- *Consent forms are available and can be completed at the clinic*
- *County contracted vaccinators serene and administer vaccine*
- *Vaccine record is given to vaccine recipient at clinic*

*School responsibilities:*

- ✓ Identify school district lead person (eg district nurse)
- ✓ Make large meeting room available for clinic
- ✓ Provide tables and chairs
- ✓ Bathroom accessibility for clinic
- ✓ Access to copy machine (paper supplies by county)
- ✓ Custodial services before and after clinic
- ✓ Open and relock doors where needed
- ✓ Volunteers to assist with traffic or crowd control (eg PTA or Foundation parents)
- ✓ Promote the event(s) district wide (website, flyers, letters to parents, posters, connect ed)

*Vaccinator responsibilities:*

- ✓ Verify that consent is appropriately filled out and signed
- ✓ Assure that parents receive appropriate Vaccine Information Statements
- ✓ Screen patients for appropriate vaccine
- ✓ Bring adequate supply of vaccine administration supplies to clinic
- ✓ Remove all vaccine administration supplies or biologicals
- ✓ Maintain basic emergency kit at clinic
- ✓ Provide phone numbers for parents to call if questions or for reporting any adverse event following vaccination within 24 hours.

*County responsibilities:*

- ✓ Coordinate activities for school flu clinics
- ✓ Provide technical assistance to school districts and individual schools
- ✓ Notify the school districts regarding H1N1 vaccine availability
- ✓ Provide information and train school staff and/or designated volunteers
- ✓ Coordinate with commercial vaccinator and ensure they are following appropriate administration and reporting procedures
- ✓ Ensure appropriate data entry into SDIR by the commercial vaccinator

## Model 2: Student Clinics

### *Description:*

*Students can attend the vaccine clinic during school hours*

### *Features:*

- *Children can receive vaccine during regular school day at school site*
- *Consent form are sent home and returned prior to vaccination clinic*
- *County contracted or school nurse screen and administer vaccine*
- *A record of vaccine administration is sent home to parents to keep as record*

### School responsibilities:

- ✓ Identify school district lead person (eg district nurse)
- ✓ Make large meeting room available for clinic
- ✓ Provide tables and chairs
- ✓ Access to copy machine (paper supplies by county)
- ✓ Volunteers to assist with traffic or crowd control (eg PTA or Foundation parents)
- ✓ Promote the event(s) district wide (website, flyers, letters to parents, posters, connect ed)
- ✓ Confirm consent received from parent and match consent to child being vaccinated

### Vaccinator responsibilities:

- ✓ Verify that consent is appropriately filled out and signed
- ✓ Assure that parents receive appropriate Vaccine Information Statements
- ✓ Screen patients for appropriate vaccine
- ✓ Bring adequate supply of vaccine administration supplies to clinic
- ✓ Remove all vaccine administration supplies or biologicals
- ✓ Maintain basic emergency kit at clinic
- ✓ Provide phone numbers for parents to call if questions or for reporting any adverse event following vaccination within 24 hours.

### County responsibilities:

- ✓ Coordinate activities for school flu clinics
- ✓ Provide technical assistance to school districts and individual schools
- ✓ Notify the school districts regarding H1N1 vaccine availability
- ✓ Provide information and train school staff and/or designated volunteers
- ✓ Coordinate with commercial vaccinator and ensure they are following appropriate administration and reporting procedures
- ✓ Ensure appropriate data entry into SDIR by the commercial vaccinator

**MEMORANDUM OF AGREEMENT**

**Parties**

This Memorandum of Agreement ("MOA") is made by and among County of San Diego and Santee School District. The parties to this MOA may be referred to herein collectively as the "Parties" or individually as a "party."

**Recitals**

The County ("County") provides public health and prevention services to school-aged children enrolled in school ("Participants"), and seeks to expand access to 2009 H1N1 influenza vaccine in order to quickly vaccinate large numbers of children in a short period of time.

Santee School District ("District") provides education services to Participants, and seeks to assist the County of San Diego to protect the health of its students, faculty and staff members.

The parties receive funds for the provision of certain health and prevention services to Participants. There will be no cost to Participants for the provision of services outlined in this MOA.

The Parties desire to plan and conduct School-Located Vaccination (SLV) H1N1 influenza vaccination clinics that target Participants.

The Public Readiness and Emergency Preparedness (PREP) Act authorizes the Secretary of the Department of Health and Human Services ("Secretary") to issue a declaration that provides immunity from tort liability, except for willful misconduct, for claims of loss related to the administration or use of countermeasures to diseases, threats and conditions determined by the Secretary to constitute a present, or credible risk of a future public health emergency. This immunity extends to entities and individuals involved in the development, manufacture, testing, distribution, administration, and use of such countermeasures. On June 15, 2009, the Secretary of Health and Human Services issued a declaration extending the PREP Act liability protections to 2009 H1N1 influenza vaccine. The PREP Act provides immunity to "covered persons" including a "program planner." A program planner means a State or local government, or a person employed by the State or local government, or other person such as a private sector employer or community group who supervises or administers a program with respect to the administration, dispensing, distribution, provision, or use of a countermeasure, including a person who provides a facility to administer or use a covered countermeasure in accordance with the Secretary's declaration. Both Parties to this MOA are acting under the authority of the PREP Act.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective at such time as the sending party receives fax confirmation that the other party received the notice. Notice of the authorized representative should be sent to each party as follows:

**County of San Diego**

Mark Lindstrom, Administrative Analyst III  
Public Health Services  
(619) 692-6613  
mark.lindstrom@sdcounty.ca.gov

**DISTRICT**

Kristin Baranski, Director of Educational Services  
Santee School District  
(619) 258-2351  
kbaranski@santee.k12.ca.us



## 1. Parties' Responsibilities

### 1.1 County of San Diego

- 1.1.1. County shall provide technical assistance to District in the coordination of school-located vaccination (SLV), including assistance with the development of consent form, medical screening, storage and handling, assistance with the development of sample letters to Participant parents and/or legal guardians ("Parents"), vaccine information, and other components of influenza vaccine administration.
- 1.1.2. County shall provide vaccinators and all services identified in this Section 2.1. County shall coordinate with District to schedule vaccinators for vaccine clinics. Vaccinators may include volunteers who are licensed in California and for whom administration of injections is within the scope of the license. Vaccinators may also include commercial vaccinators procured and paid by County. Vaccinators will provide storage and handling of vaccine; copies of Vaccine Information Statement (VIS) for Participants and Parents; ensuring that vaccination medical screening eligibility has been met and evaluating Participants for illness when they present to the clinic for vaccination; provide all vaccine supplies (needles, syringes, alcohol swabs, gloves, sharps container); and basic emergency kit. Vaccinator will provide a phone number for Parents to call if there are questions or for reporting adverse events within 24 hours of administration of the vaccine. Vaccinators will be responsible to remove all vaccine administration supplies or biological materials from the school premises when the clinic is finished. Vaccinator will be responsible for collection and entry of data into San Diego Regional Immunization Registry (SDIR) in accordance with all applicable state and federal laws and regulations.
- 1.1.3. County shall work with District to schedule clinics to the extent that H1N1 vaccine supply is available.
- 1.1.4. County shall coordinate with District and vaccinators to assure that Federal and State reporting requirements for tracking doses administered are followed to maintain appropriate accountability of the vaccine. Data will be entered in San Diego Regional Immunization Registry (SDIR) in accordance with all applicable state and federal laws and regulations.
- 1.1.5. County shall provide information to District about influenza vaccine for distribution to Participants and Parents as requested.

### 1.2 SANTEE SCHOOL DISTRICT

- 1.2.1. District shall identify school(s) where vaccination will be provided and assist in determining schedule for holding the SLV clinic(s).
- 1.2.2. District shall distribute vaccine information, consent forms, letters to Parents, and other materials.
- 1.2.3. District shall communicate with Parents to encourage return of consent forms.
- 1.2.4. District shall assist County in promotion of the clinics.
- 1.2.5. District shall make appropriate room available that is accessible to restroom with sink.
- 1.2.6. District shall provide tables and chairs, custodial service before and after the vaccination clinic, and security.

- 1.2.7. District shall assist with clinic flow and escorting Participants to and from the vaccination site.
- 1.2.8. Parents must accompany their child(ren) and shall verify the identity of each Participant to be vaccinated to ensure that Parent consent is given.
- 1.2.9. District shall arrange for assistance to Parents in completing the consent form.
- 1.2.10. District may assist in the review of consent forms for completeness and legibility.
- 1.2.11. District will translate consent form into primary languages spoken by Parents.
- 1.2.12. District will answer questions from Parents about the H1N1 vaccination clinics and/or refer questions to County if needed.

2. **Indemnity and Insurance**

**Indemnity:** County shall not be liable for, and DISTRICT shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this MOA and arising either directly or indirectly from any act, error, omission or negligence of DISTRICT or its contractors, licensees, agents, servants or employees.

District shall not be liable for, and County shall defend and indemnify District and the employees and agents of District, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this MOA and arising either directly or indirectly from any act, error, omission or negligence of County or its vaccinators, contractors, licensees, agents, servants or employees

2.1 **Insurance:** District and County must maintain at their own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, the insurance specified in Exhibit "A," attached hereto.

3. **Conformance With Rules And Regulations:** County and District shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. County and District shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

4. **Permits and Licenses:** District certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services under section 2.2 herein. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

5. **Confidentiality:** County and District agree to maintain confidentiality and take industry appropriate and legally required measures to protect confidentiality of any information regarding Participants and Parents which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. Without the written permission of the Parents, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the MOA and then only to persons having responsibilities under the MOA. County and District agree that all information and records obtained in the course of providing services to Participants shall be subject to confidentiality and disclosure provisions of applicable

Federal and State statutes and regulations adopted pursuant thereto. District shall take industry appropriate and legally required measures to safeguard information regarding Participants and Parents including, but not limited to, the transfer of this information electronically or in hard copy format, verbal transfer of information, and staff training and monitoring regarding safeguards. District shall evaluate its internal processes and practices for areas of potential vulnerability and take actions to put controls in place. Examples for management of confidential information can be found at [www.cosdcompliance.org](http://www.cosdcompliance.org).

6. **Governing Law:** This MOA shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any applicable federal laws, including, but not limited to the PREP Act.
7. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of the County and District. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.
8. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by each party's authorized representative identified in Section 1 herein.
9. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
10. **Full Agreement:** This MOA represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed.
11. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the Parties, except that the Parties may by written amendment amend the scope of this MOA.
12. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA and be in force until June 30, 2010.
13. **Termination For Convenience.** County and District may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.
14. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

00002.00019/162101.1

## Exhibit "A"

District shall maintain insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A-, VII or a company of equal financial stability approved in writing by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance insuring District against liability for bodily injury, personal injury or property damage arising out of or in connection with the District's performance of work or service under this MOA of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the policy.
- b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease.
- c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.
- d. Professional Liability required by any Professional providing any type of professional services at \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Certificates of insurance provided by District must evidence that the insurer providing the policy will give County 30 days' written notice, at Immunization Branch, 3851 Rosecrans Street, Ste. 704, San Diego, CA 92110, in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance.

The County of San Diego shall retain the right to review the coverage, form and amount of insurance required herein and may require District to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County requirements shall be reasonable. County retains the right to demand a certified copy of any insurance policy required herein after 15 days notice.

District may, with prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this MOA under a plan of self-insurance. District's utilization of self-insurance shall not in any way limit liabilities assumed by District under the MOA.

The County of San Diego utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage. County is self-insured for Workers Compensation. Upon request, County can provide Statement of Coverage providing evidence of its self funded liability program.

BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS Item G.

CLOSED SESSION Item H.

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

*The Board will go into Closed Session to discuss:*

1. **Conference with Labor Negotiator** (Govt. Code § 54956.8)  
*Purpose: Negotiations*  
*Agency Negotiator: Minnie Malin, Director of Human Resources*  
*Employee Organizations: California School Employees Association*
2. **Liability Claims** (Gov't Code §54956.95)  
*Claimant: Borrego Solar*  
*Claim Against: Santee School District*
3. **Public Employee Performance Evaluation (Govt. Code § 54957)**  
*Superintendent*

RECONVENE TO PUBLIC SESSION Item I.

ADJOURNMENT Item J.