

Consent Item D.3.1.
Prepared by Karl Christensen
February 15, 2011

Approval of Kinder Play Structure Purchase
and Installation at PRIDE Academy at
Prospect Avenue School

BACKGROUND:

PRIDE Academy at Prospect Avenue School is scheduled for a much needed Kindergarten Play Structure that ties into the master plan of PRIDE Academy at Prospect Avenue School's modernization Capital Improvement Program (CIP). Santee School District has worked with Dave Bang Associates, Inc. for many years and this company has supplied the planned CIP play structures to most of our other school sites via piggyback bid awards.

RECOMMENDATION:

It is recommended that the Board of Education approve using Dave Bang Associates, Inc. to purchase the play equipment for PRIDE Academy at Prospect Avenue School by utilizing piggyback bid #09-01, with the Colton Joint USD Piggyback Bid Discount. The equipment costs are \$31,873.58 and installation costs are \$14,050 pursuant to the attached proposals

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact totals \$45,923.58 and will be funded from CIP proceeds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda D.3.1.
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Consent Item D.3.2.
Prepared by Karl Christensen
February 15, 2011

Approval of Architectural Services with Webb
Clegg Architects for Project Safe Facility Needs
at Hill Creek and Rio Seco

BACKGROUND:

As part of the Capital Improvement Program (CIP) plans for the Hill Creek School 10-classroom addition, the Out Of School Time Child Care relocatables need to be relocated by July 1, 2011, to accommodate the future construction. In addition, the Rio Seco School relocatable classrooms need to be removed and replaced to meet the code requirements and close out of the Rio Seco School modernization permit. Staff recommends relocation of one 2-classroom unit in best condition and replacement with a new 2-classroom unit for the other displaced unit at Hill Creek School and four new replacement classrooms for Rio Seco School. Time is of the essence and Webb Clegg Architects have provided a very reasonable proposal for these projects for the Project Safe program and can meet the District's timeline/schedule. Attached are proposals and proposal site plan layouts.

RECOMMENDATION:

It is recommended that the Board of Education approve the proposal by Webb Clegg Architects and authorize staff to execute contracts.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is architectural services fees at \$15,000 for Hill Creek School, and \$14,000 for Rio Seco School, paid by the Out Of School Time Program. DSA permit fees are estimated at approximately \$1,000 total also to be paid by the Out of School Time Program.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda D.3.2.
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Consent Item D.3.3.
Prepared by Karl Christensen
February 15, 2011

Authorization to Purchase Relocatable
Buildings Utilizing the Silver Creek Modular
Building Piggyback Bid

BACKGROUND:

As part of the Project Safe Facility needs for Hill Creek and Rio Seco schools, a modular solution with interior restrooms can be done through the Silver Creek Modular Building Manufacturer's piggyback bid award by Los Alamitos Unified School District bid #2010-0001.

RECOMMENDATION:

It is recommended that the Board of Education approve utilizing the Silver Creek Modular Building Manufacturer's piggyback bid for the purchase of relocatable buildings for Hill Creek and Rio Seco schools.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

Final pricing will be determined for the cost of purchase and various 10-year lease purchase options for such and will be brought to the Board to consider to be funded by the Out Of School Time program at a later date. The fiscal impact will be determined once the project plans are completed and the permits are issued.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda D.3.3.
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Consent Item D.3.4.
Prepared by Karl Christensen
February 15, 2011

Approval of Various Joint Use Building
Applications and Agreements

BACKGROUND:

In 2007, Santee School District applied for 27 joint use grants. In July of 2007, 22 applications were approved at 9 schools. A few of the applications expired at Pepper, Prospect and Sycamore Library/Tech additions.

District staff has been working with the Office of Public School Construction (OPSC) since a few of the remaining Santee School District bond program projects may still qualify for match share funding through the joint use facilities funding program. In addition, it appears that the Out Of School Time childcare program facilities may also have the potential to be eligible. To qualify for funding, the District must submit an application to OPSC by March 1, 2011, including joint use agreements.

A joint use partner must be a nonprofit, governmental agency, or a higher education entity. Past applications were with the Santee School District Foundation as a joint use partner with the District. A sample agreement is attached to be used for submission of new applications. The joint use agreement is only applicable if the project is approved and funded from the State; otherwise, the agreement(s) becomes void. Approval of applications is scheduled at the July 2011 State Allocation Board meeting.

The Out Of School Time/Project Safe childcare program works with our local YMCA to run classes and programs in our facilities for the benefit of our children and community during after school hours. A joint use agreement can be executed with the YMCA and match share funds can be contributed by the Out of School Time Project Safe program. Agreements will be made available at the Board meeting.

RECOMMENDATION:

It is recommended that the Board of Education approve and authorize administration to enter into joint use agreements with the Santee Education Foundation and the YMCA for childcare, libraries, technology centers, and buildings for teacher training at various schools and to approve the joint use agreement templates attached.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The potential for State funding of approximately \$2,000,000 through joint use construction can supplement the District's Capital Improvement Program if the District applications are approved and funded.

STUDENT ACHIEVEMENT IMPACT:

The Modernization/Capital Improvement Program plans will positively impact student learning environments.

Motion:		Second:		Vote:		Agenda Item D.3.4.
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**JOINT USE AGREEMENT BETWEEN THE
SANTEE SCHOOL DISTRICT**

**AND THE CAMERON FAMILY YMCA AND
OUT OF SCHOOL TIME/PROJECT SAFE CHILDCARE PROGRAM**

THIS JOINT USE AGREEMENT (“Agreement”) was approved by the Santee School District governing board on February 15, 2011, by and between the Santee School District, a public school district existing under the laws of the State of California (“District”), and the Cameron Family YMCA (“Joint Use Partner”) a nonprofit organization and the Out Of School Time/Project SAFE program funding (“funding Joint Use Partner”).

WHEREAS, Education Code Section 17052 authorizes school districts to enter into joint use agreements with community organizations for the purpose of constructing libraries, multipurpose rooms, teacher education, and childcare facilities, on existing school sites where these facilities are used jointly by both the school pupils and for community purposes, and provides funding from the State Allocation Board for such projects.

WHEREAS, the District desires to construct/reconstruct a Childcare building (“Facility”) on the grounds of Hill Creek, Chet F. Harritt, Rio Seco, PRIDE Academy at Prospect Avenue, Carlton Oaks, Pepper Drive and Cajon Park Annex Schools, the school sites that are owned by the School District and located at

Hill Creek School	9665 Jeremy Street	Santee, CA 92071
Chet F. Harritt School	8120 Arlette Street	Santee, CA 92071
Rio Seco School	9545 Cuyamaca Street	Santee, CA 92071
PRIDE Academy at Prospect Avenue	9303 Prospect Avenue	Santee, CA 92071
Carlton Oaks School	9353 Wethersfield Road	Santee, CA 92071
Pepper Drive School	1935 Marlinda Way	El Cajon, CA 92021
Cajon Park Annex	10350 El Nopal	Santee, CA 92071

WHEREAS, the Out Of School Time/Project SAFE program frequently provides services and shared usage with the Cameron Family YMCA, a Nonprofit Public Benefit Community Organization Corporation charged with the responsibility of providing the community with services of enrichment programs for the Santee Schools and community.

WHEREAS, the Cameron Family YMCA and the Out Of School Time/Project SAFE program desires that they become partners in the joint use of the proposed Facility under the terms and conditions set forth in State Law and in this Agreement.

WHEREAS, the Santee School District and the Cameron Family YMCA and the Out Of School Time/Project SAFE program wish to provide a Facility that will be available for use by students, and the general public for community purposes, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed.

WHEREAS, it is the intent of the Santee School District and the Cameron Family YMCA and the Out Of School Time/Project SAFE to maximize the use of a Future Joint Use Facility by allowing district-wide community access to the Facility after school hours as much as is practicable.

TERMS

1. **Term of Agreement.** The term of this Agreement shall commence upon execution by both parties and shall remain in effect for 5 years unless terminated pursuant to paragraph 12.
2. **Description of Facility.** The District owns all land, parking and public improvements at the School in the County of San Diego, California. The portion of the School Site dedicated to the construction of the Facility is shown as Exhibit "B", attached to this agreement for reference. Facility Use for extracurricular classes sponsored by the Out of School Time/Project SAFE Childcare program is provided thru the Cameron Family YMCA, Boy's & Girl's Club of East County, and Santee City Parks & Recreation Department. The Facility will be constructed as in accordance with Plans and Specifications to be approved by the Division of the State Architect.
3. **Purpose of Facility.** The purpose of the Facility will be to provide the students of Santee School District, and the community members of the Out Of School Time/Project SAFE program and the Cameron Family YMCA, regular access to a Facility. The Facility, in addition to supporting the District's educational purposes, is anticipated to support many other youth and community groups such as Boy's & Girl's Club of East County, and Santee City Parks & Recreation Department. The Facility is intended to support, but not limited to, such activities as Out Of School Time/Project SAFE programs as well as providing space for events, general meetings and training.
4. **Construction of Facility.** The District shall be fully responsible for the construction of the Facility and for entering into any and all agreements required for, and relating to the construction of the Facility. The District shall be responsible for complying with all State and local laws relating to the construction of school facilities.
5. **Project Approvals.** The District shall be responsible for obtaining all necessary approvals and permits for construction of the Facility including, but not limited to, obtaining approval of the plans and specifications by the Division of the State Architect, obtaining approval of the project by the State Department of Education, and applying for funding from the State Allocation Board.
6. **Funding Responsibilities for Construction.** Funding for the construction of the Facility shall be shared between the State of California and the Santee School District

and the Out of School Time/Project SAFE funding Joint Use Partner. All costs in excess of the State Allocation Board eligible costs shall be paid by the Santee School District and the Out of School Time/Project SAFE funding Joint Use Partner. The funding joint use partner will share costs of construction. The match share requirement will be provided from the Out of School Time/Project SAFE funding Joint Use Partner.

State of California. The State Allocation Board may provide funding for construction in the amount approved by the State Allocation Board under the authority granted by Education Code section 17052.

7. Joint Use of the Facility. The District and the Cameron Family YMCA and the Out Of School Time/Project SAFE shall share the use of this Joint Use of the Facility. The Parties agree to cooperate in coordinating programs and activities conducted at the Facility so as to avoid conflicting uses, to ensure the availability of the Facility to the District, the Out Of School Time/Project SAFE and the community on an equitable basis. The following guidelines will control the scheduling of the Facility:

A. Scheduling Responsibility. The Out of School Time/Project SAFE funding Joint Use Partner shall be fully responsible for scheduling all use of the Facility during the School Day and childcare hours.

B. Community Use. The Facility shall be available for District-wide community purposes for the maximum extent possible after regular childcare hours, but no less than twenty (20) hours per week.

C. District Priority. The District shall have exclusive use and control of the Facility from one hour prior to, until two and one-half hours after, regular childcare hours when school is in session. During non-school hours, District shall have a priority of use of the Facility in scheduling all District-sponsored activities, and other functions.

D. Scheduling Events. On an annual basis, the Out of School Time/Project SAFE funding Joint Use Partner shall provide a schedule of all program events for each fiscal year as soon as such schedule is prepared. The District shall then submit a proposed schedule of Santee School District community activities and events to the Out of School Time/Project SAFE program. The Out of School Time/Project SAFE program shall calendar Santee School District activities and events before the Cameron Family YMCA and any other community groups' events.

E. Coordination. The designated Representatives of the District and the Cameron Family YMCA and the Out Of School Time/Project SAFE program shall meet at least annually, to discuss operations and scheduling of the Facility and make any necessary adjustments.

F. Governance. Any and all persons using the Facility shall abide by state and federal laws and regulations as well as local school board policies and administrative regulations.

8. Operations of Facility. The District and the Out Of School Time/Project SAFE shall share responsibility for the day-to-day operations of the Facility. The Cameron Family YMCA and the Out of School Time/Project SAFE shall be responsible for providing staffing, supervision, and security during regularly scheduled childcare program hours when school is in session, and during any official, program-sponsored activities that occur during or after school hours. The Santee School District shall be responsible for providing staffing, supervision, and security as deemed necessary by mutual agreement during all times during which the Facility is used for Santee School District or community sponsored activities and events.

9. Operational Costs.

a. Responsibility for Costs. The Out of School Time/Project SAFE program funding partner will be responsible for the operational costs of the building including water; electricity, gas, sewage and garbage pick up for the joint use facility and will assume the costs of normal maintenance on the interior and exterior of the building. Costs associated with the use of the Facility by the Santee School District or the Cameron Family YMCA or any other community groups will be born by the sponsoring group. These costs may include, but are not limited to, custodial support, lighting or electrical costs, heating costs, additional trash pick up costs and custodial services (including overtime pay for District custodians if they must re-clean the facility).

b. Charges for Facility Use. Charges for Facility use will be determined by the District and agreed to by the Cameron Family YMCA and the Out Of School Time/Project SAFE and Community Groups using the facility and billed to the user group. All charges will be determined in advance of the activity and agreed upon by the District and the Community Group before the date of the event or start of the activity.

10. Student Safety. The Safety and Security of District students and staff are of utmost importance. Therefore, use of the joint use facility during childcare hours will be limited to use by students, teachers and other school staff. All joint facility use by non-district users (both for the Cameron Family YMCA, and or the Out Of School Time/Project SAFE program and other Community events) will take place on night and weekends when school is not in session and will be governed by the District's Board policies and administrative regulations regarding facilities use. These School District policies require that all visitors shall register immediately at the administrator's office upon entering the school site when school is in session. Then a staff member of the District shall accompany all visitors during the time while they are on the school site.

11. Termination. This Agreement shall automatically terminate in the event the Facility is not approved by the State Department of Education or the Division of the State Architect within one (1) year of execution. This Agreement shall also automatically terminate in the event the Facility is not approved for funding by the State Allocation Board within three (3) years of execution. In such cases, the Parties may amend this Agreement or enter into a new agreement for the same purposes contained herein.

12. Notices and Contacts. All notices, demands, requests, approvals, authorizations, or designations hereunder by either the School District or the Joint Use Partner to the other shall be in writing and shall be given and served upon the other party, or sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

School District: Santee School District
Karl Christensen,
Asst. Superintendent of Business Services
9625 Cuyamaca St.
Santee, CA 92071

Joint Use Partner: The Cameron Family YMCA
10123 Riverwalk Drive
Santee, CA 92071

Funding Joint Use Partner: Out Of School Time/Project SAFE Program
Pam Brasher, Director
9619 Cuyamaca Street
Santee, CA 92071

Either party may change its address or contact person by giving notice to the other party.

The Parties have executed this Agreement as of the date(s) indicated below.

SCHOOL DISTRICT: **FUNDING JOINT USE PARTNER:**
SANTEE SCHOOL DISTRICT **OUT OF SCHOOL TIME/PROJECT SAFE**
CHILDCARE PROGRAM

By: _____ By: _____

Title: Asst. Superintendent, Business Services Title: Program Director

Date: _____ Date: _____

JOINT USE PARTNER:

THE CAMERON FAMILY YMCA

By: _____

Title: _____

Date: _____

**JOINT USE AGREEMENT BETWEEN THE
SANTEE SCHOOL DISTRICT**

**AND THE
SANTEE SCHOOL DISTRICT FOUNDATION (“JOINT USE PARTNER”)**

THIS JOINT USE AGREEMENT (“Agreement”) was approved by the Santee School District governing board on April 17, 2007, by and between the Santee School District, a public school district existing under the laws of the State of California (“District”), and the Santee School District Foundation, (“Joint Use Partner”) a nonprofit organization.

WHEREAS, Education Code Section 17052 authorizes school districts to enter into joint use agreements with community organizations for the purpose of constructing libraries, multipurpose rooms and gymnasiums on existing school sites where these facilities are used jointly by both the school pupils and for community purposes, and provides funding from the State Allocation Board for such projects.

WHEREAS, the District desires to construct / reconstruct a _____ building (“Facility”) on the grounds of _____ School, a school site that is owned by the School District and located at _____, Santee, CA 92071.

WHEREAS, the Santee School District Foundation is a Nonprofit Public Benefit Community Organization Corporation charged with the responsibility of providing the community with services of educational enrichment programs for the Santee Schools and community.

WHEREAS, the Santee School District Foundation desires that it become a partner in the joint use of the proposed Facility under the terms and conditions set forth in State Law and in this Agreement.

WHEREAS, the Santee School District and the Santee School District Foundation wish to provide a Facility that will be available for use by students, and the general public for community purposes, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed.

WHEREAS, it is the intent of the Santee School District and the Santee School District Foundation to maximize the use of a Future Joint Use Facility by allowing district-wide community access to the Facility after school hours as much as is practicable.

TERMS

1. **Term of Agreement.** The term of this Agreement shall commence upon execution by both parties and shall remain in effect for 5 years unless terminated pursuant to paragraph 12.

2. **Description of Facility.** The District owns all land, parking and public improvements at the School in the County of San Diego, California. The portion of

the School Site dedicated to the construction of the Facility is shown as Exhibit "B", attached to this agreement for reference. The Facility will be constructed as in accordance with Plans and Specifications to be approved by the Division of the State Architect.

3. **Purpose of Facility.** The purpose of the Facility will be to provide the students of Santee School District, and the community members of the Santee School District Foundation, regular access to a Facility. The Facility, in addition to supporting the District's educational purposes, is anticipated to support many other youth and community groups. The Facility is intended to support, but not limited to, such activities as Santee School District Foundation programs as well as providing space for events, general meetings and training.
4. **Construction of Facility.** The District shall be fully responsible for the construction of the Facility and for entering into any and all agreements required for, and relating to the construction of the Facility. The District shall be responsible for complying with all State and local laws relating to the construction of school facilities.
5. **Project Approvals.** The District shall be responsible for obtaining all necessary approvals and permits for construction of the Facility including, but not limited to, obtaining approval of the plans and specifications by the Division of the State Architect, obtaining approval of the project by the State Department of Education, and applying for funding from the State Allocation Board.
6. **Funding Responsibilities for Construction.** Funding for the construction of the Facility shall be shared between the State of California and the Santee School District. All costs in excess of the State Allocation Board eligible costs shall be paid by the Santee School District. The joint use partner will not share costs of construction. The match share requirement will be provided from the Proposition R bond proceeds authorized by the bond language.

State of California. The State Allocation Board may provide funding for construction in the amount approved by the State Allocation Board under the authority granted by Education Code section 17052.

7. **Joint Use of the Facility.** The District and the Santee School District Foundation shall share the use of this Joint Use of the Facility. The Parties agree to cooperate in coordinating programs and activities conducted at the Facility so as to avoid conflicting uses, to ensure the availability of the Facility to the District, the Santee School District Foundation and the community on an equitable basis. The following guidelines will control the scheduling of the Facility:
 - A. **Scheduling Responsibility.** The District shall be fully responsible for scheduling all use of the Facility during the School Day.
 - B. **Community Use.** The Facility shall be available for District-wide community purposes for the maximum extent possible after regular school hours, but no less than twenty (20) hours per week.
 - C. **District Priority.** The District shall have exclusive use and control of the Facility from one hour prior to, until two and one-half hours after, regular school hours

when school is in session. During non-school hours, District shall have a priority of use of the Facility in scheduling all District-sponsored activities, and other functions.

- D. Scheduling Events. On an annual basis, the District shall provide the Santee School District Foundation a schedule of all District events for each school year as soon as such schedule is prepared. The Santee School District Foundation shall then submit a proposed schedule of Santee School District Foundation activities and events to the District. The District shall calendar Santee School District Foundation activities and events before any other groups' events.
- E. Coordination. The designated Representatives of the District and the Santee School District Foundation shall meet at least annually, to discuss operations and scheduling of the Facility and make any necessary adjustments.
- F. Governance. Any and all persons using the Facility shall abide by state and federal laws and regulations as well as local school board policies and administrative regulations.

8. Operations of Facility. The District and the Santee School District Foundation shall share responsibility for the day-to-day operations of the Facility. The District shall be responsible for providing staffing, supervision, and security during regularly scheduled school hours when school is in session, and during any official, school-sponsored activities that occur during or after school hours. The Santee School District Foundation shall be responsible for providing staffing, supervision, and security as deemed necessary by mutual agreement during all times during which the Facility is used for Santee School District Foundation sponsored activities and events.

9. Operational Costs.

a. Responsibility for Costs. The District will be responsible for the operational costs of the building including water; electricity, gas, sewage and garbage pick up for the joint use facility and will assume the costs of normal maintenance on the interior and exterior of the building. Costs associated with the use of the Facility by the Santee School District Foundation or other community groups will be born by the sponsoring group. These costs may include, but are not limited to, custodial support, lighting or electrical costs, heating costs, additional trash pick up costs and custodial services (including overtime pay for District custodians if they must re-clean the facility).

b. Charges for Facility Use. Charges for Facility use will be determined by the District and agreed to by the Santee School District Foundation and Groups using the facility and billed to the user group. All charges will be determined in advance of the activity and agreed upon by the District and the Community Group before the date of the event or start of the activity.

10. Student Safety. The Safety and Security of District students and staff are of utmost importance. Therefore, use of the joint use facility during school hours will be limited to use by students, teachers and other school staff. All joint facility use by non-district users (both for Santee School District Foundation sponsored and other

Community events) will take place on night and weekends when school is not in session and will be governed by the District's Board policies and administrative regulations regarding facilities use. These School District policies require that all visitors shall register immediately at the administrator's office upon entering the school site when school is in session. Then a staff member of the District shall accompany all visitors during the time while they are on the school site.

11. Termination. This Agreement shall automatically terminate in the event the Facility is not approved by the State Department of Education or the Division of the State Architect within one (1) year of execution. This Agreement shall also automatically terminate in the event the Facility is not approved for funding by the State Allocation Board within three (3) years of execution. In such cases, the Parties may amend this Agreement or enter into a new agreement for the same purposes contained herein.

12. Notices and Contacts. All notices, demands, requests, approvals, authorizations, or designations hereunder by either the School District or the Joint Use Partner to the other shall be in writing and shall be given and served upon the other party, or sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

School District: Santee School District
Karl Christensen
Asst. Superintendent of Business Services
9625 Cuyamaca St.
Santee, CA 92071

Joint Use Partner: Santee School District Foundation
9625 Mission Gorge Rd. Suite B2
PMB #333
Santee, CA 92071

Either party may change its address or contact person by giving notice to the other party.

The Parties have executed this Agreement as of the date(s) indicated below.

SCHOOL DISTRICT:

JOINT USE PARTNER:

SANTEE SCHOOL DISTRICT

SANTEE SCHOOL DISTRICT FOUNDATION

By: _____ By: _____

Title: Asst. Superintendent, Business Services Title: Foundation President

Date: _____ Date: _____

Consent Item D.3.5.
Prepared by Karl Christensen
February 15, 2011

Approval/Ratification of Logical Choice for
Promethium Board Removal and Reinstallations at
PRIDE Academy at Prospect Avenue School

BACKGROUND:

After the PRIDE Academy at Prospect Avenue modernization was suspended in the summer of 2009, the educational focus and need of the technology for the PRIDE Academy moved forward with the purchase and installation of 23 promethium boards for all classrooms. Due to the PRIDE Academy at Prospect Avenue school modernization, this equipment needs to be removed, packaged, and re-installed per manufacturer's recommendation to maintain warranties in effect. Logical Choice Technologies, who was the original vendor and installer, provided a proposal for the work necessary for the modernization construction to commence. The quote for services is attached.

RECOMMENDATION:

It is recommended that the Board of Education approve Logical Choice Technologies' proposal for removal and reinstallation of promethium boards and projectors and related equipment at PRIDE Academy at Prospect Avenue School per Quote # QS0020692.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$13,586.50 to be funded from the CIP program budget.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda D.3.5.
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Sales Rep: Amy Fryer
Company: Logical Choice Technologies
Phone: 800-730-5644
E-Mail: amyf@logicalchoice.com
Prepared By: tinas



To: Michelle Reiner
Customer: Pride Academy at Santee SD
Phone:
Fax:
Email: mreiner@barnhart/balfourbeatty.com

1045 Progress Circle
 Lawrenceville, Georgia 30043

See below for ordering instructions.

QUOTE

Date: 02/03/2011

Quote Number: QS0020692

Part Number	Description	Qty	Unit Price	Extended Price
91069 I-DE-INSTALL	Labor: Remove Activboard and brackets from the wall - package in box	23	\$55.00	\$1,265.00
91099 I-ONSITE-SC	Labor: Remove existing projector from ceiling mount - package in box	23	\$55.00	\$1,265.00
91099 I-ONSITE-SC	Packaging & Transporting Fee to District Warehouse (one Activboard & one projector)	23	\$95.00	\$2,185.00
91061 I-BOW/CBLS	Labor: Install Activboard with wall brackets (run USB cable to existing termination box - hide under	23	\$275.00	\$6,325.00
10235 LCT-USB-BOW	LCT USB Only Board on Wall Kit	23	\$40.00	\$920.00
91099 I-ONSITE-SC	Labor: Attach projector to ceiling mount (no cabling)	23	\$55.00	\$1,265.00

System Subtotal: \$13,225.00

Comments:

Purchase Order Number:

Quote Subtotal: \$13,225.00
Discount: \$0.00
Shipping & Handling: \$281.00
Sales Tax: \$80.50
Quote Total: \$13,586.50

Unless you specify otherwise, we ship immediately upon receipt of your P.O. (subject to availability)

Thank You!

Make Purchase Order out to:
Logical Choice Technologies
 1045 Progress Circle
 Lawrenceville, Ga. 30043

Please List in body of Purchase Order

Quote Number: QS0020692

Pricing subject to change

Fax or Email Order to:
Logical Choice
Fax #: 770-688-1422
Email: po@logicalchoice.com
Attn: Order Desk

Consent Item D.3.6.
Prepared by Karl Christensen
February 15, 2011

Approval of Builders' Risk Insurance
for Capital Improvement Program

BACKGROUND:

As part of the Phase II modernization construction that begins in Spring 2011, the District needs to have builders' risk insurance for its construction. As part of an effort to maintain the best value and costs, both Barnhart Balfour Beatty and Santee School District finds pricing for the insurance coverage needed is lowest from our current property liability insurer, Keenan and Associates. Since the District's current buildings are insured through Keenan and Associates, the District is able to get the best pricing for the construction coverage of our modernizations. Per our construction contract with Barnhart Balfour Beatty, the cost is shared one-third by Barnhart Balfour Beatty and is part of the Guaranteed Maximum Price.

RECOMMENDATION:

It is recommended that the Board of Education approve utilizing Keenan and Associates for the builder's risk insurance for the Phase II modernization construction at the three schools under construction at PRIDE Academy at Prospect Avenue, Chet F. Harritt, and Hill Creek schools.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact for additional builders' risk insurance coverage at the 3 schools for modernization construction is estimated at \$48,000 of which Barnhart Balfour Beatty reimburses Santee School District one-third. The remaining two-thirds to be funded from the CIP program budget.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda D.3.6.
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Discussion/Action Item E.1.3. Chet F. Harritt Classroom Building, Learning
Prepared by Dr. Patrick Shaw Resource Center, and Multi-Purpose Room
February 15, 2011

BACKGROUND:

Since the passage of Proposition R, all schools in the Santee School District were put on a timetable to be modernized. Included in the modernization of existing school sites was the addition of a 6-8 classroom building in 7 of the 9 schools in the District, Learning Resource Centers, and separate Multipurpose Centers (reference Attachment A, Phase I and Phase II Modernization Scope and Bond Language).

Certain modernized schools were to receive classroom buildings with 10 or more classrooms and others were to receive a 5-classroom building. In February of 2008, which was also prior to the recession impacting California, the District conducted a capital Improvement Workshop. In the workshop a staff member from Chet F. Harritt requested that the Board build a 10-classroom building at Chet F. Harritt because the design of the 5-classroom building would not appropriately accommodate the current 6-8 middle school structure at Chet F. Harritt. Based on the information presented the Board voted to build a 10-classroom structure at Chet F. Harritt provided that Administration would be able to secure an additional \$3.5 million in funding to do so. In June of 2009 implementation of Phase II modernization, which included Chet F. Harritt School, was halted due to a lack of funding as a result of the "Great Recession."

In December of 2010 the District received Capital Improvement funding from the State of California allowing the District to move into Phase II of modernization. The District received enough funding to pay off the existing Bond Anticipation Note, complete the remaining two ball fields at Chet F. Harritt, modernize the three existing school site structures in Phase II (Chet F. Harritt, Hill Creek, The Pride Academy at Prospect Avenue) and build one 10-classroom 6-8 structure. At the Capital Improvement Workshop in January of 2011, the Board approved the construction of the 10-classroom building at Hill Creek based on greatest need.

Acknowledging that additional funding was necessary to build the 6-8 classroom building at Chet F. Harritt, plus additional funding for a separate Learning Resource Center (LRC) and Multipurpose Center, and the possible length of time it would take to gain the appropriate funding, Administration developed 3 options (please refer to Attachment B). The purpose for the options was to propose some ideas that focused on providing adequate classroom space for the current student population, the possibility of future increase in student population, separate LRC and Multipurpose centers, and the funding to do so.

After presenting options to the Board during the January 2011 Capital Improvement Workshop, the options were presented to the Chet F. Harritt staff and community the following week.

The response from the Chet F. Harritt staff and community was a strong preference for the 10-classroom building, which was Option 1. Option 3, which did not provide a new 6-8 classroom structure but a separate LRC and Multipurpose Center to include PE Locker Rooms, was not favorable to the staff and community. Option 2, an 8-classroom structure including a LRC received very limited response. (Attachment C)

In Option 2, the 10-classroom building is modified moving the science rooms to the second floor from the first allowing the existing space on the first floor to be converted into a Learning Resource Center, LRC. The square footage of the science rooms and 6 other classrooms is the same as in the current 10-classroom buildings at the three schools where they were built. This option would allow the existing Media Center to be converted into a Multipurpose Center and would also accommodate the current 6-8 middle school structure at Chet F. Harritt with room for expansion. The 8-classroom building with PE Locker Rooms, LRC, and separate Multipurpose Center also maximizes the funding value and makes it attainable in a shorter period of time versus the 10-classroom building and a separate LRC and Multipurpose Center (please refer to Attachment D-1 and D-2: design of the 8-classroom, LRC and Multipurpose Center).

RECOMMENDATION:

This evening Administration recommends the construction of an 8-classroom structure that also includes a Learning Resource Center, as soon as additional Capital Improvement Funds become available. In addition to the 8-classroom building and LRC, a separate Multipurpose Center will be converted from the existing Media Center. Building the 8-classroom structure with LRC as a modification of the 10-classroom structure built at 3 other sites in the District, will enable the District to still receive a \$1.1 million grant from the State of California in addition to the retention of a \$374,000 grant to provide a separate Multipurpose Center (please refer to Attachments E & F).

FISCAL IMPACT:

The fiscal impact of this recommendation is approximately \$7 million in Capital Improvement funds. At the current time the District does not have the total funds to move forward on the recommendation but would like to do so once funding is available.

STUDENT ACHIEVEMENT IMPACT:

The Modernization/Capital Improvement Program plans will positively impact student learning environments.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.3.

Phase I and Phase II Modernization Scope and Bond Language

Typical Classroom Modernization will include:

- a) HVAC – New heating-ventilation air-conditioning system with individual classroom **thermostat controls**.
- b) **Electrical** upgrades to support Technology and HVAC.
- c) New Technology Wiring with wiring set-up for current/future **projectors &** classroom of the future implementation.
- d) New Ceiling/Lighting.
- e) New Carpet/Flooring.
- f) Teaching Wall with sliding white board storage cabinet system.
- g) Tackable wall panels at 2 walls.
- h) Paint.
- i) If a windowless school, **skylights** for day-lighting.
- j) If boarded up windows, windows for day-lighting.
- k) If the classroom has **sink utilities**, a new accessible sink & cabinet.
- l) If classroom walls are mobile partition wall systems, permanent classroom walls to replace partitions for improved room sound isolation quality.
- m) Removal of old cabinetry.
- n) Intruder door hardware for safe lockdowns – Quick start project.

SANTEE SCHOOL DISTRICT
ICOC

PROPOSITION R LANGUAGE

SCHOOL FACILITIES PROJECTS

The general obligation bond funds of the Santee School District ("District") would be used to renovate, upgrade and provide major repair of existing school facilities, related facilities costs, including, but not limited to, repair, renovation, upgrading and/or replacement of lighting and electrical systems, heating, air and ventilation (HVAC) systems, fire safety equipment, including alarms and fire safety doors, bathroom facilities, plumbing and sewer systems and facilities, flooring replacement, abatement of hazardous materials, roof renovation and/or replacement, window replacement, wall systems, security systems, communication systems, fencing site improvements (including walkways and safety fencing), landscaping, and handicap accessibility improvements to meet current health, safety and instructional standards which will improve the overall educational experience for all students in the District. Such projects include, but are not limited to, repairing, reconstruction, renovation, modernization and construction of classrooms, libraries, technology labs, science labs, roofing, playgrounds, plumbing, electrical and network infrastructure, walls, doors and windows, athletic fields, installing energy efficient lighting systems to conserve electricity and save on utility costs, and related projects. Project costs for improvement or expansion of existing facilities may include, but are not limited to, some or all of the following: infrastructure and related expenses; construction, acquisition or lease of temporary, portable or permanent classrooms, instructional support and/or ancillary facilities, improving HVAC systems, and making District schools and school facilities compliant with the Americans with Disabilities Act (ADA). Project costs for furniture and equipment may include, but are not limited to some or all of the following: desks and tables; window and floor coverings (including tiles and carpeting); computer, media recording and presentation equipment, including but not limited to, audio systems; kitchen equipment, improvements and furnishings; science laboratory equipment; and/or other electronic equipment.

The following projects are specifically identified as projects on which the bond funds may be expended:

<p><u>Priority 1 - Chet F. Harritt School:</u></p> <ul style="list-style-type: none"> • Constructing/installing Technology/Library Center • Construction of new 6-8 Learning Center • Modernization of Athletic and Physical Education Facilities • Modernization Projects (Priority 2) • Facilities Improvement Projects (Priority 3) 	<p><u>Priority 1 - Cajon Park School:</u></p> <ul style="list-style-type: none"> • Constructing/installing Technology/Library Center • Construction of new 6-8 Learning Center • Modernization of Athletic and Physical Education Facilities • Modernization Projects (Priority 2) • Facilities Improvement Projects (Priority 3)
<p><u>Priority 1 - Rio Seco School:</u></p> <ul style="list-style-type: none"> • Constructing/installing Technology/Library Center • Construction of new 6-8 Learning Center • Modernization of Athletic and Physical Education Facilities • Address Parking Safety • Modernization Projects (Priority 2) • Facilities Improvement Projects (Priority 3) 	<p><u>Priority 1 - Sycamore Canyon Elementary School:</u></p> <ul style="list-style-type: none"> • Constructing/installing Technology/Library Center • Modernization of Athletic and Physical Education Facilities • Modernization Projects (Priority 2) • Facilities Improvement Projects (Priority 3)
<p><u>Priority 1 - Hill Creek School:</u></p> <ul style="list-style-type: none"> • Constructing/installing Technology/Library Center • Construction of new 6-8 Learning Center • Modernization of Athletic and Physical Education Facilities • Modernization Projects (Priority 2) • Facilities Improvement Projects (Priority 3) 	<p><u>Priority 1 - Carlton Oaks School:</u></p> <ul style="list-style-type: none"> • Constructing/installing Technology/Library Center • Construction of new 6-8 Learning Center • Modernization of Athletic and Physical Education Facilities • Modernization Projects (Priority 2) • Facilities Improvement Projects (Priority 3)
<p><u>Priority 1 - Pepper Drive School:</u></p> <ul style="list-style-type: none"> • Constructing/installing Technology/Library Center • Construction of new 6-8 Learning Center • Modernization of Athletic and Physical Education Facilities • Address Parking Safety • Modernization Projects (Priority 2) • Facilities Improvement Projects (Priority 3) 	<p><u>Priority 1 - Prospect Avenue Preschool:</u></p> <ul style="list-style-type: none"> • Constructing/installing Technology/Library Center • Modernization of Athletic and Physical Education Facilities • Modernization Projects (Priority 2) • Facilities Improvement Projects (Priority 3)

Priority 1 - Carlton Hills School:

- Constructing/installing Technology/Library Center
- Construction of new 6-8 Learning Center
- Modernization of Athletic and Physical Education Facilities
- Modernization Projects (Priority 2)
- Facilities Improvement Projects (Priority 3)

Priority 2 - Modernization Projects Description: Modernization projects for the identified school campus may include the following:

- Updating safety and security systems, including improvements to communication systems, parking facilities and emergency access, fencing, and outdated play equipment to provide a safe and secure environment to students, staff and the public;
- Installing energy management systems to promote energy efficiency, conservation and cost reduction;
- Enhancing technology infrastructure and communication systems (including security systems);
- Upgrading electrical and lighting systems;
- Replacing/repairing heating, cooling and ventilation systems with new energy efficient systems;
- Replacing/repairing windows, frames, doors and door hardware;
- Upgrading student and staff restrooms to current standards, including accessibility;
- Improving handicapped access to buildings;
- Improving classroom interiors (i.e. painting, flooring, ceilings, lighting, cabinetry, counters, doors);
- Expanding/upgrading kitchen facilities; and/or
- Improving building exteriors (i.e. painting, roofing, drinking fountains, lunch shelters, lighting, landscaping and irrigation systems).

Priority 3 - Facilities Improvement Projects: Facilities improvement projects for the identified school campus may include the following:

- Replacing portable classrooms with permanent classrooms;
- Constructing new classrooms;
- Creating new student support facilities including indoor and outdoor meeting areas; and/or
- Building additional instructional support space.

Project costs for the above-referenced projects may include site preparation, installation costs, engineering and design costs, project management costs and related costs. Project costs may also include the payment of lease payments for lease of authorized facilities, property or buildings and payment of costs and expenses for interim financing of authorized facilities (including, but not limited to, financing delivery costs). Allowable project costs also include: costs of issuing the bonds or securities (as authorized under California law), informational distribution costs and election costs authorized under State law. Funding for these projects may come from this bond measure or other District resources as the school facilities needs arise.

In preparing the foregoing list, the Board of Education of the Santee School District has evaluated safety, class size reduction and information technology needs. Approval of the District's bond measure does not guarantee that all of the identified projects within this list will be funded beyond what can be completed with local funds generated by the bond measure and does not guarantee that the projects will be completed in any particular order. The District will also pursue funds from the State of California to complete the identified facilities projects. The foregoing project list assumes that the District would also receive State matching funds.

No Administrator Salaries. Proceeds from the sale of bonds authorized by this proposition shall be used only for the construction, acquisition, repair, renovation, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities as identified herein, and not for any other purpose, including teacher and non-construction related administrator salaries and other non-construction related operating expenses.

Options for Consideration for Chet F. Harritt
Modernization and Construction

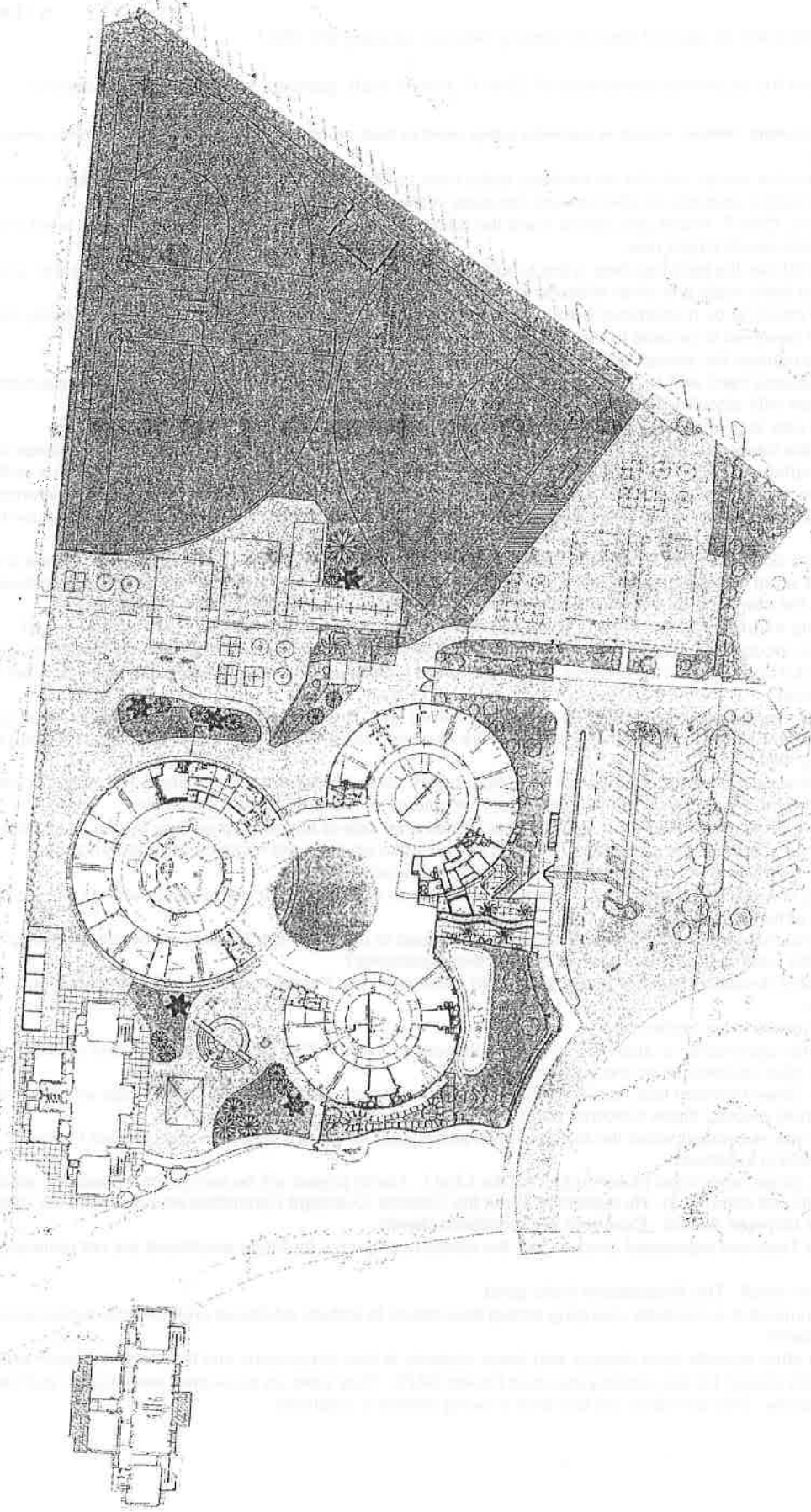
Option	Cost	Advantages	Disadvantages	Completion	Classrooms Available	* Surplus/ Difference with new space
Option 1 10 classroom addition with separate multi- purpose room	9.3 million 6.8 million = 10 classroom 2.5 million = separate multi- purpose	Provides more than ample classroom space, space for up to 870 students Meets bond language Maintains current middle school environment	Indefinite funding timeline based on recommendation from administration	Unknown	34	+7
Option 2 - Modified 8 classroom room addition	7 million	Provides ample classroom space, space for up to 810 students Meets bond language Maintains current middle school environment	Indefinite funding timeline Locker location further from ball fields	Unknown	32	+5
Option 3 Multi-purpose building addition with new locker rooms and a classroom Convert old lockers to classroom space	3.5 million 3.2 million for multi-purpose room \$300,000 locker room conversion	Can complete with current funding Provides space for highest enrollment over 6 years, 665 students Meets intent of bond language Maintains current middle school environment in Building C	Meets intent of bond language but does not provide new construction of a 6 - 8 learning center	Completed multi-purpose room, August 2012	27	0

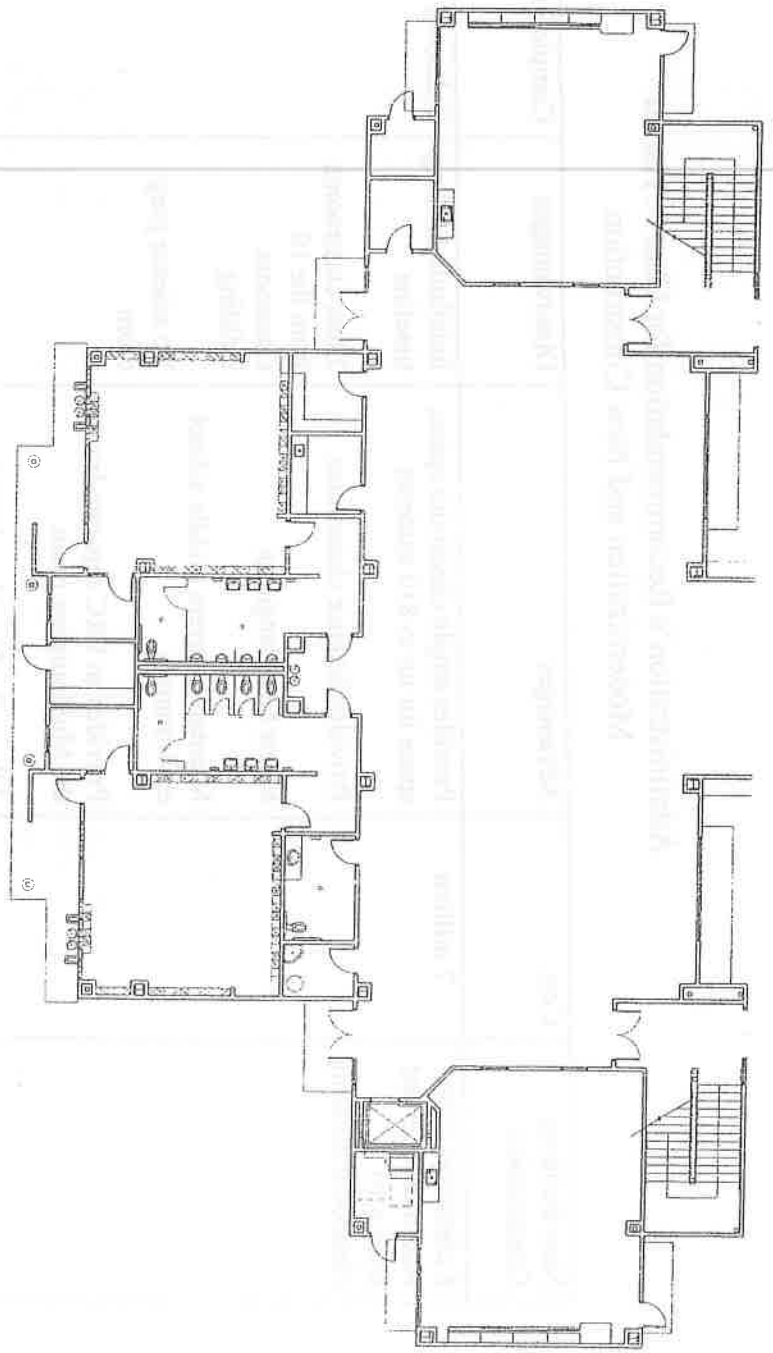
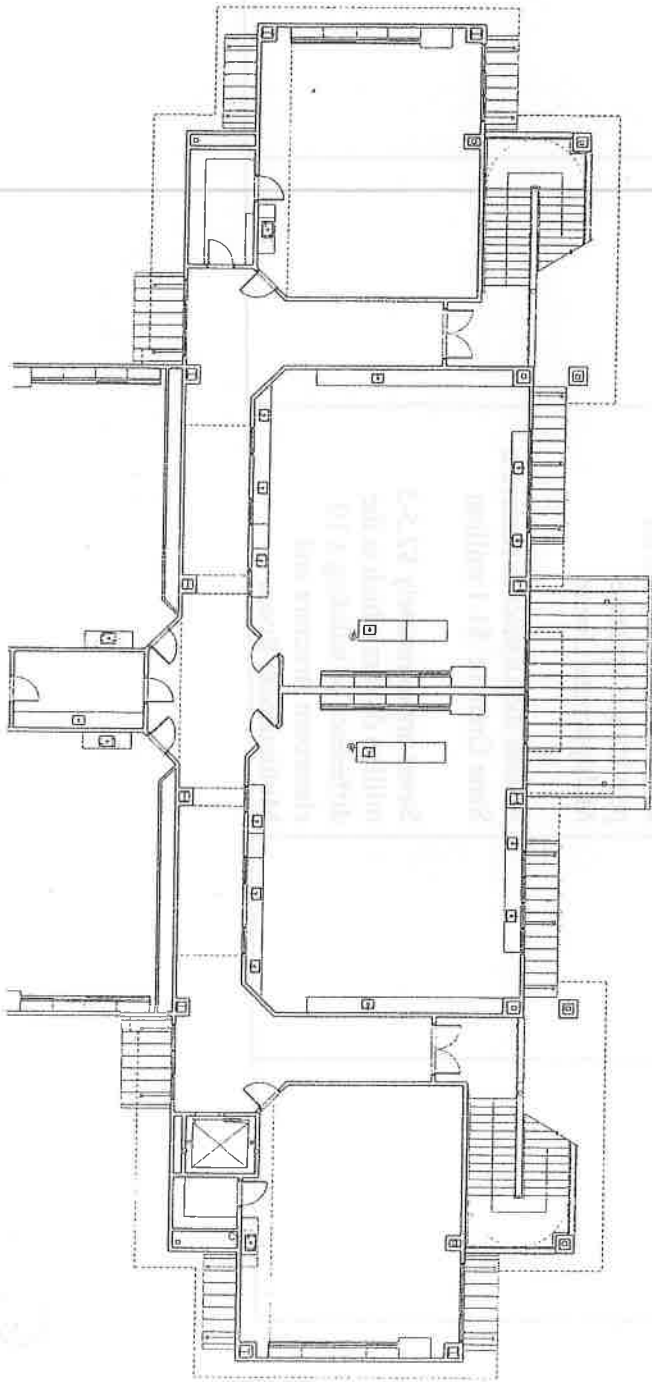
* (Based on K-3 20:1 and 7-year & peak enrollment trend: 2004/05 - 2010/11)

Excerpt from minutes of special Board meeting held on January 26, 2011.

Comments from the audience comprised of Chet F. Harritt staff, parents, students and volunteers:

- ◆ One of the current "empty" rooms is currently being used to hold art classes. This space has become very valuable for teaching art.
- ◆ There are a lot of issues with the old facilities, leaky roofs causing flooding of classrooms (portables), torn carpets, etc.
- ◆ Parents are taking students to other schools because of the condition of the classrooms.
- ◆ Fourth option, Chet F. Harritt gets option 1 and the other school gets option 2 or 3. They might not need it as much as Chet F. Harritt needs it right now.
- ◆ Chet F. Harritt has the best teachers in the school district and it is not fair that the classrooms have torn and taped carpets, and leaky roofs and other schools received modernization before Chet F. Harritt.
- ◆ The school needs to be modernized because the classrooms are in poor shape, ripped carpet and leaky roofs.
- ◆ This school deserves to be able to teach in a more positive environment.
- ◆ Does not remember the school ever being modernized, and it really needs it.
- ◆ Younger students can't wait to go to school because of the caring staff. It would be nice to give the teachers something better to work with since they work so hard.
- ◆ It would be nice to give the teachers something special because they put so much out for our kids.
- ◆ Looking at the future at Chet F. Harritt, h may wish to transfer his son in junior high to have better science facilities – no choice but option 1. You know what we deserve and you know what we want so there is really no other option.
- ◆ The facilities are not safe and sanitary and are not good for kids. They cannot learn in this type of environment.
- ◆ Chet F. Harritt is a family. If we take option 3, she is afraid that in later years they will get nothing because they will not be eligible.
- ◆ Hope to have GATE at Chet F. Harritt so he can keep his kids here. Need to make option 1 work. Option 2 is acceptable but option 3 is not. Asked about the sale of the Santee School property since the ball fields are being moved and that was part of the money to be used for the CIP. The Board needs to go out and find the money.
- ◆ We are going to grow. You will have to come back later and add classrooms. Need to do it and do it right.
- ◆ If option 1 is not done, how is that preparing them for high school? They will be further behind in technology.
- ◆ Option 1 is the one Chet F. Harritt wants. Because we will have to wait for the building to be done, how will the portables be modernized?
- ◆ Understands why schools were selected to be modernized first. The schools that were modernized are in a higher socio-economic area. Education is the great equalizer. We need to provide our students with what the other kids have for a level playing field.
- ◆ Schools that were modernized in Phase I were from higher socio-economic areas. Chet F. Harritt has a lower socio-economic community. Chet F. Harritt kids deserve the same or more, to make it equitable.
- ◆ All kids deserve an equal education. It should not matter what side of Mission Gorge they live on. The "intent" of the bond is not an option for our community. Moral is low because we have not received any modernization.
- ◆ If CHET F. HARRITT does not get the building, families are going to leave.
- ◆ The building is needed. We need to be able to provide above and beyond for our students who do not get the enrichment at home.
- ◆ Why can't you merge Santee Pioneer with the other leagues to use their new facilities? Why are you using money on fields for Little League that you could be using for the classrooms?
- ◆ Please make a decision based on where you would send your kids. Please fight for us with the same vigor and compassion.
- ◆ The school needs to be modernized.
- ◆ Staff wants the opportunity to share some of the comments/concerns they have heard from other teachers about their classrooms after modernization and suggest changes.
 - Dr. Shaw reported that Administration will have regularly scheduled logistical meetings with the Principals. Staff should discuss these concerns with the principal to bring to those meetings.
- ◆ Information was requested about the building costs and budget for Capital Improvements at Chet F. Harritt. It was asked who was tracking expenses.
 - Dr. Shaw responded that a budget for the Chet F. Harritt project will be sent to the Principal to share with the staff and community. He explained about the Citizens' Oversight Committee who oversees the expenditures of the taxpayer dollars. Expenses are monitored closely.
- ◆ Parents and Teachers expressed concern that the numbers projected for future enrollment are not generous enough for growth.
- ◆ Option 3 is an insult. The 8-classroom looks good.
- ◆ It was recommended to consider changing school boundaries to include additional and new residential areas to be part of Chet F. Harritt.
- ◆ Teachers at other schools have classes with fewer students in their classrooms and that does not seem equitable.
- ◆ Chet F. Harritt started full day kindergarten and Project SAFE. They have an innovative, enthusiastic staff and are a committed family. The staff does not feel what is being offered is equitable.





Administration's Recommendation for Chet F. Harritt
Modernization and New Construction

New Building Construction	Cost	Advantages	Disadvantages	Completion	Classrooms Available	*Surplus/ Difference with new space
8 classroom room Addition modified from a 10 classroom building	7 million	<p>Provides ample classroom space, space for up to 810 students</p> <p>Provides Science classrooms</p> <p>Meets bond language</p> <p>Maintains current middle school environment</p> <p>Provides an LRC separate from the Multipurpose room</p> <p>Allows the District to keep a \$374, 000 dollar grant for providing a separate Multipurpose Center</p> <p>Allows the District to receive a State Grant of \$1.1 million</p> <p>Saves approximately \$2.5-3 million dollars which is the difference of building a 10 classroom structure and Multipurpose Room</p>	<p>Indefinite funding timeline</p> <p>2 less classrooms from the 10 classroom building</p> <p>No science prep room</p>	Unknown	32	+5

Original Proposition R Plans for Chet F. Harritt

<p>Originally designed for 5 classroom building Prior to consideration for larger building</p>	<p>4 million</p>	<p>Provides ample classroom space, space for up to 725 students Provides Science classrooms Meets bond language Loss of \$1.1 million grant</p>	<p>Indefinite funding timeline Does not provide for current middle school environment Does not provide for separate LRC and Multipurpose rooms</p>	<p>Unknown</p>	<p>29</p>	<p>+2</p>
<p>Separate Multipurpose Building</p>	<p>2.5 - 3 million</p>	<p>Provides a Multipurpose room separate from the LRC</p>	<p>Indefinite funding timeline</p>	<p>Unknown</p>		

Discussion and/or Action Item E.3.1.
Prepared by Karl Christensen
February 15, 2011

Approval of Amendment No. 2 to Eleventh
Amendment (Phase IV – Hill Creek
School Modernization) to Construction
Services Agreement for Lease-Leaseback,
Site Lease, and Sublease Agreement

BACKGROUND:

On February 2, 2008, the Santee School District Board of Education adopted Resolution No. 0708-16, approving and authorizing the execution of a Site Lease, Sublease Agreement, and Lease-Leaseback Construction agreement between the District and Douglas E. Barnhart, Inc., in order to provide for the modernization of existing school facilities, at nine school sites within the District (the "Project"). On April 1, 2008, the Board approved Amendment No. 1 for the Guaranteed Maximum Price (GMP) of the Cajon Park classroom addition. On June 3, 2008, the Board approved Amendments Nos. 2 - 6 for the GMP for five school modernizations. On September 2, 2008, the Board approved Amendments Nos. 7 - 9 for the ten-classroom additions at Carlton Hills, Rio Seco, and Carlton Oaks. On May 9, 2009, the Board approved Amendments Nos. 10 - 13 for the GMP for three school modernizations at Chet F. Harritt, Hill Creek, Prospect Avenue, and the Chet F. Harritt ball fields. In June 2009, the Board suspended work and amended the contracts for infrastructure only and partial scope at the Chet F. Harritt ball field project.

This action is for the Amendment No. 2 of the Amendment 11 to the Lease-Leaseback Construction Agreement to complete the modernization work at Hill Creek School. This will establish the final GMP and will also add a five percent (5%) Owner's contingency within the GMP to be used with District approval, with the remainder reverting to the District at the end of the construction.

RECOMMENDATION:

It is recommended that the Board of Education approve Amendment No. 2 to Amendment 11 to the Lease-Leaseback Construction Agreement with a Guaranteed Maximum Price of \$8,812,518.

This recommendation supports the following District goals:

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

FISCAL IMPACT:

The fiscal impact of Amendment No. 2 to the Amendment 11 is \$8,812,518 to be funded from the District's Revised Capital Improvement Program budget with CIP funds, Prop R bond proceeds, and State modernization matching funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion:		Second:		Vote:		Agenda Item E.3.1.
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**AMENDMENT NO. 2 TO ELEVENTH AMENDMENT
(PHASE IV – HILL CREEK SCHOOL MODERNIZATION) TO
CONSTRUCTION SERVICES AGREEMENT FOR LEASE-LEASEBACK,
SITE LEASE, AND SUBLEASE AGREEMENT**

This Amendment No. 2 to Eleventh Amendment (Phase IV – Hill Creek School Modernization) to Construction Services for Lease-Leaseback (herein “Lease-Leaseback Agreement”), Site Lease, and Sublease Agreement (collectively, the “Lease-Leaseback Documents”) is made and entered into this 18th day of January, 2011, by and between the SANTEE SCHOOL DISTRICT (the “District”) and Barnhart-Balfour Beatty, Inc. (the “Builder”) as follows:

WHEREAS, on May 2, 2009, the Governing Board of the District adopted the Eleventh Amendment (Phase IV – Hill Creek School Modernization) (the “Eleventh Amendment”); and

WHEREAS, the Eleventh Amendment modified the Lease-Leaseback Documents and Guaranteed Maximum Price (“GMP”) for the work described therein at Hill Creek School; and

WHEREAS, the Board issued a Notice to Proceed dated April 27, 2009 for the work described in the Eleventh Amendment; and

WHEREAS, on June 22, 2009, the District adopted Resolution 0809-57, suspending construction due to difficulties in securing funding to continue modernization work more particularly described in that Resolution; and

WHEREAS, on August 25, 2009, the District and Builder entered into Amendment No. 1 to Eleventh Amendment (Phase IV – Hill Creek School Modernization) to reflect the Cost Incurred due to the Project’s Suspension.

WHEREAS, the Governing Board of the District now wishes to continue with the suspended work remaining from the original Scope of Work; and

WHEREAS, District and Builder now wish to further modify the Eleventh Amendment (Phase IV – Hill Creek School Modernization) to reflect the revised Scope of Work.

NOW, THEREFORE, DISTRICT AND BUILDER HEREBY AGREE AS FOLLOWS:

1. Section 6 of the Lease-Leaseback Agreement for the Phase IV – Hill Creek School Modernization phase of the Project as amended by Amendment No. 1 to Eleventh Amendment shall be deleted and replaced with the following:

2. The GMP for the Phase IV – Hill Creek School Modernization shall be Eight Million Eight Hundred Twelve Thousand Five Hundred Eighteen and No/100 Dollars, (\$8,812,518), and shall be based upon the Construction and Scope of Work set forth in Exhibit A of this Agreement, as amended. “Committed Costs” per Exhibit A to Amendment No. 1 to the Eleventh Amendment are not included in GMP. The GMP is based upon DSA approved plans and specifications, as defined in “Exhibit A-Lease-Leaseback Agreement Eleventh Amendment (Phase IV – Hill Creek School Modernization)”, and includes the prevailing wage rates described in Section 13 in effect at the time of the bid, pursuant to Section 4 herein. The GMP includes the cost of construction pursuant to Exhibit A hereof for Builder’s Fee, General Conditions, Bonds and Insurance Costs, as further defined in Exhibit C hereof and the GMP includes a Builder’s contingency, as described in Section 8 hereof, of three and one-half percent (3.5%) on Construction Costs, subject to increase through Owner accepted project savings.

The GMP also includes the general conditions listed in Exhibit C hereof, except for those listed as Owner or Reimbursables in Exhibit C. The final GMP shall be presented by Builder to the Board of Trustees of the District for approval at, on or about the Board’s February 15, 2011 meeting, based upon final plans and specifications for the Phase IV – Hill Creek School Modernization phase of the Project. Once approved by the District, the Builder’s proposal for the final GMP for Phase IV – Hill Creek School Modernization and shall constitute amendments to this Agreement. The District will also maintain its own contingency of five percent (5%) (\$419,644), which is included in the Builder’s GMP. Value engineered items after the GMP shall go one hundred percent (100%) to the Builder’s contingency. The Builder shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the final GMP determined, except for unforeseen conditions, design errors or omissions and events as set forth in Section 29 hereof. Changes to the scope of the Project not contemplated in the Scope of Work (Exhibit A) shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. Builder acknowledges that the GMP constitutes sufficient consideration for the assumption of risk of costs by Builder. The GMP is a fee to Builder and Builder shall be entitled to any unused portions of it. The GMP shall include, but not be limited to, increases in labor and materials. Sublease Payments and Construction Progress Payments by the District to Builder pursuant to Section 18 of this Agreement and the Sublease shall be commensurate with the GMP. Unused allowances for moving of District Furniture will revert direct to owner contingency. Savings or increase on buyout of Mechanical HVAC scope, Split Irrigation scope and Kitchen Flooring and Finishes will revert to or be funded from owner contingency.

Other provisions of Section 6 of the Lease-Leaseback Agreement shall remain as modified the Eleventh Amendment.

3. Exhibit A of the Lease-Leaseback Agreement shall be amended to reflect the final plans and specifications, as modified, for Phase IV – Hill Creek School Modernization. Exhibit A of the Lease-Leaseback Agreement for the Phase IV – Hill Creek School Modernization shall be deleted and replaced with the revised Scope of Work Amendment No. 2 for Phase IV – Hill Creek School Modernization, set forth as “Attachment 1” hereto. Committed Costs are not included, but shown only for reference.

4. A new Exhibit B of the Lease-Leaseback Agreement set forth as “Attachment 2” hereof, entitled “Exhibit B Construction Services Agreement for Lease-Leaseback Amendment No. 2 to Eleventh Amendment (Phase IV – Hill Creek School Modernization)-GMP Breakdown” shall be added for Phase IV of the Project.

5. A new Exhibit C of the Lease-Leaseback Agreement, set forth as “Attachment 3” hereof, entitled “Exhibit C Construction Services Agreement for Lease-Leaseback Amendment No. 2 to Eleventh Amendment (Phase IV – Hill Creek School Modernization) – General Conditions Breakdown” shall be added for Phase IV of the Project.

6. Exhibit A of the Sublease Agreement for Phase IV – Hill Creek School Modernization shall be in the form attached hereto as “Attachment 4.” All other provisions of the Sublease Agreement shall remain in full force and effect for Phase IV of the Project, including the timelines for completion and payment, except that those provisions shall only be applicable to the Scope of Work listed in Exhibit A to the Lease-Leaseback Agreement Phase IV – Hill Creek School, as amended, and to the Hill Creek site in the Site Lease as of the date of this Amendment No. 2 to Eleventh Amendment.

7. The provisions of the Lease-Leaseback Agreement, as amended, shall remain in full force and effect for Phase IV – Hill Creek School Modernization even though the originals of those documents refer only to the “Phase I” construction of twenty classrooms at Cajon Park School. All prior amendments and this Amendment No. 2 to Eleventh Amendment - Phase IV – Hill Creek School Modernization shall be part of the validated Lease-Leaseback Documents, and changes in prior amendments not specifically applicable to a particular phase of the Project, shall be applicable to all phases and amendments. Each Amendment shall stand alone from each other for the specific phase of work contemplated by each; and each may be subject to further amendments as required.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Amendment No. 2 to Eleventh Amendment (Phase IV – Hill Creek School Modernization), in duplicate, as of the day and year first above written and agree that this Amendment shall constitute a binding modification to the Lease-Leaseback Agreement.

BUILDER/CORPORATION:

BARNHART-BALFOUR BEATTY, INC.

BY: _____ Dated: _____
Eric Stenman, President

DISTRICT:

SANTEE SCHOOL DISTRICT

Approved by the Board 2-15-11

BY: _____ Dated: _____
Karl Christensen,
Assistant Superintendent, Business Services

