



Santee School District

SCHOOLS

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

BOARD OF EDUCATION REGULAR MEETING AGENDA February 16, 2021

District Mission

Providing an extraordinary education in an inspiring environment with caring people

In response to the Governor's Order regarding COVID-19, written notice is hereby given in accordance with Government Code Section 54956 that the following regular meeting of the Board of Education of the Santee School District will be conducted virtually.

TO JOIN THE MEETING

[Click this link to join from a PC, Mac, iPad, iPhone, or Android](#) device or by phone: (669) 900-6833, Webinar ID: 851 6092 5125

FOR PUBLIC COMMENTS

[Click here to submit a public comment](#). All comments will be read by the meeting facilitator during the meeting and will be limited to five minutes.

PUBLIC COMMENTS MUST BE RECEIVED BY TUESDAY, FEBRUARY 16, AT 6:00 PM

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During this time, citizens are invited to address the Board of Education about any item not on the agenda. Requests-to-speak were requested 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 recorded.

D. CONSENT ITEMS	10
<i>Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Requests-to-speak were requested in advance.</i>	
Superintendent	
1.1. <u>Approval of Minutes</u>	11
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
Business Services	
2.1. <u>Approval/Ratification of Travel Requests</u>	21
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.	
2.2. <u>Approval/Ratification of Expenditure Warrants</u>	23
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of January 2021.	
2.3. <u>Approval/Ratification of Purchase Orders</u>	25
It is recommended that the Board of Education approve and ratify purchase orders for the month of January 2021 as presented in the item.	
2.4. <u>Approval/Ratification of Revolving Cash Report</u>	35
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.	
2.5. <u>Acceptance of Donations, Grants, and Bequests</u>	37
It is recommended that the Board of Education accept donations, grants, and/or bequests listed in the item and authorize letters of appreciation to be sent on behalf of the Board.	
2.6. <u>Approval of Agreements for Mileage Reimbursement In Lieu of District Transportation</u>	38
It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.	
2.7. <u>Acceptance of 2019-20 Measure S Financial and Performance Audit</u>	39
It is recommended that the Board of Education accept the 2019-20 Financial and Performance Audit for Measure S bond funds.	
2.8. <u>Approval of On-Site Resident Agreement for Pepper Drive School with Travis Hepner</u>	40
It is recommended that the Board of Education approve executing an On-Site Resident Agreement with Travis Hepner to provide security services for Pepper Drive School.	
2.9. <u>Approval/Ratification of Amendment No. 1 to San Diego County-Imperial County Regional Communication System Customer Agreement</u>	41
It is recommended that the Board of Education Approve/Ratify Amendment No. 1 to San Diego County-Imperial County Regional Communication System Customer Agreement.	
Educational Services	
3.1. <u>Approval of Comprehensive School Safety Plans</u>	45
It is recommended that the Board of Education approve the comprehensive school safety plans.	

Human Resource/Pupil Services

- 4.1. **Personnel, Regular** 47
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. **Approval of New Probationary Teachers** 50
It is recommended that the Board of Education approve probationary status to temporary teachers.
- 4.3. **Approval to Renew Services with PowerSchool (TalentEd) Records, Perform, and Sync for the 2021-2022 School Year** 51
It is recommended that the Board of Education approve to renew services with Unified Talent (TalentEd) owned by PowerSchool for the 2021-2022 school year.

E. DISCUSSION AND/OR ACTION ITEMS 80
Members of the audience wishing to address the Board about any of the following items were asked to submit their comment online prior to the deadline.

Superintendent

- 1.1. **2020-21 School Reopening Update/COVID-19 Update** 81
The Superintendent will provide a 2020-21 School Reopening/COVID-19 Update. Action, if any, is at the discretion of the Board of Education.

Business Services

- 2.1. **Measure S Independent Citizens Oversight Committee Annual Report** 82
It is recommended that the Board of Education accept the 2020 Annual Board Report of the Measure S Independent Citizens Oversight Committee and approve distribution of the Annual Community Report.
- 2.2. **Scope of Work and Cost for Improvements to Chet F. Harritt Front Entrance** 83
This is an information item. Action, if any, is at the discretion of the Board of Education.
- 2.3. **Furniture for New Buildings at Chet F. Harritt, PRIDE Academy, and Sycamore Canyon** 84
It is recommended that the Board of Education approve the purchase of furniture for New Buildings at Chet F. Harritt, PRIDE Academy, and Sycamore Canyon

F. BOARD POLICIES AND BYLAWS 85

- 1.1. **Second Reading of Board Bylaws (BB):** 86
- **BB 9223 – Filling Vacancies**
 - **BB 9230 – Orientation of Candidates and New Board Members**
- It is recommended that the Board of Education adopt Revised Board Bylaws 9223 and 9230, in a Second Reading, as presented.
- 1.2. **First Reading of Board Bylaws (BB):** 95
- **BB 9250 – Remuneration and Reimbursement, Other Benefits**
 - **BB 9310 – Board Policies**
 - **BB 9320 – Meeting and Notices**

Revised Board Bylaws 9250, 9310, and 9320, are being presented for a First Reading. Action, if any, is at the discretion of the Board of Education.

G.	EMPLOYEE ASSOCIATION COMMUNICATION	111
H.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	111
I.	CLOSED SESSION	111
1.	<u>Conference with Labor Negotiator</u> (Gov't. Code § 54957.6) <i>Purpose:</i> Negotiations <i>Agency Negotiators:</i> Tim Larson, Assistant Superintendent <i>Employee Organizations:</i> Santee Teachers Association (STA); and Classified School Employees Association (CSEA)	
2.	<u>Public Employee Performance Evaluation</u> (Gov't. Code § 54957) <i>Superintendent</i>	
J.	RECONVENE TO PUBLIC SESSION	111
K.	ADJOURNMENT	111

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. As of this posting, the next regular meeting of the Board of Education will be held virtually on March 2, 2021, 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:

- Ryan
- Levens-Craig
- El-Hajj
- Fox
- Burns

ITEM A. OPENING PROCEDURES – 7:00 P.M.

1. Call to Order and Welcome
2. District Mission
Providing an extraordinary education in an inspiring environment with caring people
3. Pledge of Allegiance
4. Approval of Agenda for the February 16, 2021 regular meeting

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report
 - 1.2. Enrollment Report

DEVELOPER FEES COLLECTION REPORT
2020-21
CUMULATIVE THROUGH FEBRUARY 16, 2021

Residential Rate: \$2.35 per square foot - effective 6/20/18; \$3.38 per square foot - effective 3/18/2020
Commercial Rate: \$0.38 per square foot - effective 6/20/18; \$0.41 per square foot - effective 5/17/2020
Self Storage Rate: \$0.07 per square foot - effective 6/20/18; \$0.03 per square foot -effective 5/17/2020

COM	RES	SS	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X		1437 Roxanne Dr	07/15/20	894	\$3,021.72	PD
	X		349, 345, 341, 337, 333, 332, 336, 340, 344, 348 Creek Ct / 327, 323, 319, 315 Lagoon Way	07/21/20	28,596	\$96,654.48	RS
	X		8697 , 8695, 8693, 8691, 8698, 8696, 8694, 8692, 8690 Barbados Ln / 8679, 8677, 8675, 8673, 8671 Tobago Ln	07/22/20	23,897	\$80,771.86	CFH
	X		7978, 7974, 7970, 7962, 7958, 7954, 7950, 7971, 7975, 7979 Robinson Lane	07/24/20	15,434	\$52,166.92	CFH
	X		1286 Tuttle Ln	07/30/20	1,200	\$4,056.00	PD
	X		9092 Trailmark Way	08/12/20	224	\$757.12	CO
	X		332, 336, 340, 344, 348 Stream Ct, 333, 337, 341, 345, 349 Waterbury Ct	10/07/20	20,388	\$68,911.44	RS
X			9702 Prospect Ave	10/26/20	35,334	\$14,486.94	PA
	X		348, 344, 340, 336, 332 Waterbury Ct, 349, 345, 341, 337, 333 Nile Ct	11/04/20	20,388	\$68,911.44	RS
X			8017 Mission Gorge Rd	12/16/20	3,732	\$1,530.12	CFH
	X		10126 Montura	01/20/21	667	\$2,254.46	HC
	X		8610 Atlas View Dr	01/27/21	989	\$3,342.82	PA
	X		8579 Prospect Ct	01/27/21	979	\$3,309.02	CFH
	X		9260 Carlton Oaks Dr (Bldg A and B)	02/03/21	14,774	\$49,936.12	CH
	X		349, 345, 341, 337, 333 Stillwater Ct, 332, 336, 340, 344, 348 Nile Ct	02/03/21	20,388	\$68,911.44	RS
TOTAL PAGE 1						\$519,021.90	

*Additional square footage (total is over 500 square feet)
** Fee Exempt - Senior / Elder Care Facility
*** Fee Exempt - Less than 500 square feet
**** Fee Exempt - Religious Facility

**Santee School District
ENROLLMENT REPORT
2/12/2021
Month 7 Week 4
School Week 26**

SCHOOL	REGULAR ED													SPECIAL ED													Total All								
	EAK 5yo	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	02/12/21	02/14/20	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	02/12/21	02/14/20	# Diff	% Diff	02/12/21	02/05/21	# Diff			
Cajon Park	13	4	67	68	80	79	91	86	76	99	104	767			5	4	2	4	9	2	7	4	10	47											
Dist Lrng	0	25	0	0	25	0	35	0	35	0	0	120			2	2	2	5	5	4	0	0	0	20											
CP TOTAL	13	4	92	68	80	104	91	121	76	134	104	887	955	-68	-7.1%	7	6	4	9	14	6	7	4	10	67	60	7	11.7%	954	954	0				
Carlton Hills	9	19	48	49	42	52	49	51	53	54	68	494			6	1	7	4	4	4	2	1	3	32											
Dist Lrng	0	0	8	34	7	35	35	34	0	0	0	153												0											
CH TOTAL	9	19	48	57	76	59	84	86	87	54	68	647	643	4	0.6%	6	1	7	4	4	4	2	1	3	32	36	-4	-11.1%	679	680	-1				
Carlton Oaks	15		62	58	77	62	68	82	63	78	87	652			5	8	2	10	2	9	6	7	5	54											
Dist Lrng			17	29	25	25	0	0	0	0	35	131			0	0	0	0	0	1	6	7	6	20											
CO TOTAL	15		79	87	102	87	68	82	63	78	122	783	784	-1	-0.1%	5	8	2	10	2	10	12	14	11	74	67	7	10.4%	857	853	4				
Chet F. Harritt		15	54	58	57	65	50	59	51	51	34	494												12											
Dist Lrng		0	25	24	25	0	0	0	0	33	0	107												0											
CFH TOTAL		15	79	82	82	65	50	59	51	84	34	601	644	-43	-6.7%										12										
Hill Creek	9	22	71	62	69	75	69	70	47	47	52	593			4	4	6	4	6	1	0	0	0	25											
Dist Lrng		0	0	20	0	0	0	0	0	41	60	121			0	0	0	0	0	0	0	0	0	0	0										
HC TOTAL	9	22	71	82	69	75	69	70	47	88	112	714	733	-19	-2.6%	4	4	6	4	6	1	0	0	0	25	25	0	0.0%	739	739	0				
Pepper Drive			59	56	69	72	76	70	69	109	74	654												10											
Dist Lrng			24	0	0	25	77	27	0	0	0	153												0											
PD TOTAL			83	56	69	97	153	97	69	109	74	807	906	-99	-10.9%										10	13	-3	-23.1%	817	818	-1				
Pride Academy	13	16	71	70	41	54	53	53	51	30	55	507												0											
Dist Lrng			0									0												0											
PA TOTAL	13	16	71	70	41	54	53	53	51	30	55	507	562	-55	-9.8%									0	0	0	0	0	#DIV/0!	507	505	2			
Rio Seco			87	82	77	79	110	79	96	94	83	787			6	5	3	3	8	6	3	4	8	46											
Dist Lrng			0	0	25	0	0	0	69	0	0	94												0											
RS TOTAL			87	82	102	79	110	79	165	94	83	881	954	-73	-7.7%	6	5	3	3	8	6	3	4	8	46	61	-15	-24.6%	927	925	2				
Sycamore Canyon		11	50	55	35	56	42	28	26	0	0	303												0											
Dist Lrng		0	0	23	0	25	0	0	0	0	0	48			2	1	1	1	0	1	1	3	0	10											
SC TOTAL		11	50	78	35	81	42	28	26	0	0	351	378	-27	-7.1%	2	1	1	1	0	1	1	3	0	10	0	10	#DIV/0!	361	361	0				
In Class		87	569	558	547	594	608	578	532	562	557	5192			26	22	20	25	29	25	23	20	36	226											
Dist Lrng		0	91	104	109	107	112	97	103	109	95	927			4	3	3	6	5	6	7	10	6	50											
SUBTOTAL	50	87	660	662	656	701	720	675	635	671	652	6169	6559	-390	-5.9%	0	30	25	23	31	34	31	30	30	42	276	271	5	1.8%	6454	6,447	7			
Alternative School			3	2	5	6	4	5	2	0	0	27	24	3	12.5%																				
Santee Success											1	1	5	-4	-80.0%										0	0	0	0.0%	1	1	0				
NPS												0	0			0	0	0	0	2	1	4	5	2	14	16	-2	-12.5%	14	14	0				
SUBTOTAL			3	2	5	6	4	5	2	0	1	28	29	-1	-3.4%	0	0	0	0	0	2	1	4	5	2	14	16	-2	-12.5%	42	42	0			
TOTAL	50	87	663	664	661	707	724	680	637	671	653	6197	6,588	-391	-5.9%	0	30	25	23	31	36	32	34	35	44	290	287	3	1.0%	6496	6489	7			

Please note: Special Ed. PK & EAK 4 yr olds listed below are not reflected in the total count above because they do not receive ADA.

	PK	TK 4yo	EAK 4yo	Total All
Cajon Park			8	962
Carlton Hills			11	690
Carlton Oaks			7	864
Chet F Harritt			0	613
Hill Creek			11	750
Prospect Ave			6	513
Sycamore Canyon	73	6	0	440
Total PK/EAK	73	6	43	

Total Enrollment Including PK
6618

Item C. PUBLIC COMMUNICATION

During Public Communication, citizens are invited to address the Board of Education about any item not on the agenda. Public communication was requested 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 recorded.

Item 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. Public communication was requested in advance.

Agenda Item D.

Consent Item D.1.1.
Prepared by Dr. Kristin Baranski
February 16, 2021

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- February 2, 2021, regular meeting minutes

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____ Item D.1.1.

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

February 2, 2021
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Ryan called the meeting to order at 7:00 p.m.

Members present:

- Barbara Ryan, President
- Elana Levens-Craig, Vice President
- Dianne El-Hajj, Clerk
- Ken Fox, Member
- Dustin Burns, Member

Administration present:

- Dr. Kristin Baranski, Superintendent and Secretary to the Board
- Karl Christensen, Assistant Superintendent, Business Services
- Tim Larson, Assistant Superintendent, Human Resources/Pupil Services
- Dr. Stephanie Pierce, Assistant Superintendent, Educational Services
- Lisa Arreola, Executive Assistant and Recording Secretary

2. District Mission

President Ryan welcomed those in attendance and recited the District Mission.

3. Pledge of Allegiance

Member El-Hajj led members, staff, and audience, in the Pledge of Allegiance.

4. Approval of Agenda

President Ryan presented the agenda for approval. Member Fox moved approval.

<i>Motion:</i> <u>Fox</u>	<i>Ryan</i> <u>Aye</u>	<i>Fox</i> <u>Aye</u>
<i>Second:</i> <u>Levens-Craig</u>	<i>Levens-Craig</i> <u>Aye</u>	<i>Burns</i> <u>Aye</u>
<i>Vote:</i> <u>5-0</u>	<i>El-Hajj</i> <u>Aye</u>	

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

- 1.1. Developer Fees and Collection Report
- 1.2. Use of Facilities
- 1.3. Enrollment Report

C. PUBLIC COMMUNICATION

President Ryan explained that given the current circumstances with COVID-19, the public was given the opportunity so submit comments online or by phone prior to the meeting. There were two (2) public comments.

ID	First Name and Last Name	Representing	Public Comment
1	Cameron Williams	Distance Learning Teachers	Can the School Board please discuss the option of distance learning teachers to teach from home? We are incredibly dedicated to meeting the needs of our students. We arrive at our classrooms

			<p>each day to teach our classes of up to 35 students online. We meet individually and in small groups. We email students and parents constantly. As a junior high teacher, I actually have 70 students and parents to email constantly. The work we do can be done just as effectively from our own homes.</p> <p>We will actually do our job even better from home because we will not be stressed about what could happen in a pandemic when we leave our homes every day against the recommendations of health care professionals. Vaccines are on the horizon. Can we please have the option to teach from home until we have the vaccine in a matter of weeks or months? We are so close!</p>
2	Amee Hughes	my student	Our children certainly do not need to double class sizes for a longer day at this time. I ask that the board does not move forward with changing from the current schedule. Our children are thriving with how things are right now. We do not need to put them through another change.

D. CONSENT ITEMS

President Ryan shared comments from the public were requested in advance and there were no public comments on consent items.

- 1.1. Approval of Minutes
- 1.2. Agreement with UCSD for Staff Symptomatic COVID-19 Testing
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Revolving Cash Report
- 2.3. Acceptance of Donations, Grants, and Bequests
- 2.4. Approval/Ratification of General Services Agreements
- 2.5. Approval of Agreements for Mileage Reimbursement In Lieu of District Transportation
- 2.6. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)
- 2.7. Approval to Purchase New Forklift
- 3.1. Personnel, Regular
- 3.2. Proclamation for National School Counseling Week (2/1/21 – 2/5/21 and National School Social Work Week (3/7/21 – 3/13/21)
- 3.3. Approval of Short-Term Services Agreement

Member Levens-Craig acknowledged Item 3.2. Proclamation for National School Counseling and National School Social Work weeks and expressed her appreciation to the school counselors for their hard work in helping the students, parents, and teachers. The Board shared her sentiments. Member Burns moved approval.

<i>Motion:</i>	<u>Burns</u>	<i>Ryan</i>	<u>Aye</u>	<i>Fox</i>	<u>Aye</u>
<i>Second:</i>	<u>El-Hajj</u>	<i>Levens-Craig</i>	<u>Aye</u>	<i>Burns</i>	<u>Aye</u>
<i>Vote:</i>	<u>5-0</u>	<i>El-Hajj</i>	<u>Aye</u>		

E. DISCUSSION AND/OR ACTON ITEMS

Superintendent

- 1.1. Appointment of Coordinator, Out-of-School Time Program
 Superintendent Baranski shared the District had recruited for a Coordinator of Out-of-School Time Program, since the position was being vacated by Kristi Sheen, who was retiring after serving the students of Santee School District for the past 32.5 years. She expressed her gratitude towards Ms. Sheen for her hard work, dedication and commitment to the students of Santee School District and wished her the best in her retirement.

Superintendent Baranski explained the recruitment process and noted recommending the appointment of Chrishaun Green, as Coordinator, Out-of-School Time Program, effective February 9, 2021.

She shared Ms. Green was employed by San Diego Unified, where she worked with the YMCA in their before and after-school programs, extended day care, etc. Her most recent position, since July 2017, was a Quality Programs Coordinator, with the YMCA of San Diego County.


Ms. Green expressed her excitement and gratitude for the opportunity to serve the Santee School District students and the Santee community.

El-Hajj moved approval. President Ryan welcomed Ms. Green to Santee School District.

Motion:	<u>El-Hajj</u>	Ryan	<u>Aye</u>	Fox	<u>Aye</u>
Second:	<u>Burns</u>	Levens-Craig	<u>Aye</u>	Burns	<u>Aye</u>
Vote:	<u>5-0</u>	El-Hajj	<u>Aye</u>		

1.2. 2021-21 School Reopening Update/COVID-19 Update

Superintendent Baranski shared the following proposed local criteria for cohort integration and explained it was the same information presented at the January 19 meeting. She provided brief background information for the proposed criteria.



Proposed Local Criteria for Cohort Integration

- Santee Zip Code (92071) case rate is less than or equal to 7.0 for three consecutive weeks
- Santee School District “case rate” is also less than or equal to 7.0 for three consecutive weeks
- All schools have remained open for in-person learning for the past three weeks
- Vaccinations for all staff have been available for three weeks

District will need a two-week notice to move from current hybrid to cohort integration.

Superintendent Baranski shared the County provides a Santee Zip Code (92071) case rate, similar to what they provide throughout the County. She noted this data has not been updated in the last two weeks and was unable to provide an updated number. Superintendent Baranski shared concerns on relying on this source, as a local criteria, that may not be able to provide the most updated information.

The Santee School District “case rate” includes all of the District’s staff and students. She explained this number has continued to decline over the last three weeks. Superintendent Baranski shared the case rate at the end of the week of January 22, was 54.92; and declined to 37.29 at the end of the week of February 12. She noted the cases continued to decline and reported the cases were 17.67 at the beginning of January 31; Superintendent Baranski reported there are currently nine cases reported, 2 staff and 7 students; and noted County’s case rate has declined, but the case rate in the Santee Zip Code was currently higher than the County’s.

Superintendent Baranski shared the California Department of Public Health changed the criteria for school closures and noted this information had been posted on the District’s COVID-19 Dashboard website. She explained it would require a significant number of

cases and outbreaks for a school to close and did not foresee the new criteria being a problem for the District.

Superintendent Baranski noted hearing from the County, that vaccines for educators would begin the week of February 22. She explained prior to that, it was the first week of February; and noted the struggle with the vaccinations, vaccinators, and appointments.

Superintendent Baranski shared feedback received from the various stakeholders included, concerns with the Santee Zip Code criteria. She noted the Teacher Leadership group, and a few Pepper Drive parents, suggested expanding the zip code to include parts of El Cajon; as a vast majority of students live in the El Cajon zip code. Superintendent Baranski noted there was no feedback on the Santee case rate criteria and a few suggested waiting for staff to receive the complete vaccine regimen, two-doses, before starting the integration process.

She explained still believing the criteria being presented is “sound,” but shared being able to provide a back-up plan, if needed; particularly for the Santee Zip Code rate. Superintendent Baranski shared that because of the low transmission within our schools, Administration feels this is a considerable amount of time for staff to be vaccinated and explained the availability of vaccinations, as a criteria, was intended as a “cue” to move forward. She shared being aware of the appointment scheduling challenges but shared the District would try to coordinate with the County’s Public Health or other agencies to help facilitate the process for staff; and noted hearing the addition of a vaccination center at Sharp-Grossmont Hospital in La Mesa and hopes it would help speed up the vaccination process.

Member Levens-Craig asked for rationale for not waiting for staff to receive the second vaccination dose before integrating cohorts. Superintendent Baranski noted the addition of the vaccination criteria was not required, and explained that after the first dose, the body begins to build some tolerance. She noted that because of the low potential transmission at the sites, Administration did not foresee the need to wait for staff to receive the complete vaccination regimen before cohort integration.

Member Burns expressed his gratitude to Superintendent Baranski for the development of the criteria. But, shared he had concerns with the Santee Zip Code criteria and not having access to the most up-to-date information; which could lead to misinformation and speculations within the community. Member Burns shared agreeing with the Pepper Drive parents and the need to include part of the Pepper Drive zip code area, but not the entire zip code.

President Ryan explained the only way to obtain the most accurate data for each school, is to continue using the current measuring process by the site level and monitoring the number of student and staff cases reported. Member El-Hajj noted that even if the Pepper Drive area zip code is considered, other zip codes (from where staff reside) are not being considered. She added the idea of removing the Santee Zip Code (92071) criteria from the proposed criteria and explained this would give an actual representation of the case rate within the school district and a more accurate measurement.

Member El-Hajj shared being very familiar with the Pepper Drive area and speaking to some of their parents. She explained the Pepper Drive area zip code encompasses a large part of the City of El Cajon and it would not be an accurate representation. Member El-Hajj eluded to President Ryan’s comment on using the current school criteria. President Ryan explained using data from the schools as a measure, would determine accurate data for Pepper Drive.

Member Levens-Craig asked if the District had tracked County data in comparison to the District’s trends in the past weeks. Superintendent Baranski noted the District did track the data and in October and/or November, the District was doing drastically better than

the community and the County. She noted that as the County trend increased, the numbers in the community and the District increased. The trend is currently similar, but not as low as in early November, when the District was lower than the Santee community and County rates. Superintendent Baranski noted the District has not been consistently lower than the County or Santee Zip Code rates; and shared the District's case rate was slightly above the Santee Zip Code rate upon the return from winter break.

Member Fox inquired about the aforementioned "Plan B." Superintendent Baranski explained another option would be to use the County's twenty-five case rate threshold and provided the following example: San Ysidro School District has been on distance learning since March, and they are not able to make any reopening plans until the County rate is at 25.0 for the district to move forward into the model of their choice for in-person learning. This could be used as the same trigger for the District to start moving forward with integration and making sure all the other criteria is being met.

Member El-Hajj asked for clarification on "Plan B" and noted if the County moves to 24, the District is at 6.9, all the schools are open, vaccinations are available, the District is then ready for integration. But, if the County is at 26, the District remains at 6.9 for three weeks, but the District would still not be able to move forward because the County is still too high. Superintendent Baranski noted because the District has been operating in-person, it can continue to provide in-person learning and the District can set its own criteria. But this would just be another standard for consideration, if desired. Superintendent Baranski noted her recommendation would be to move forward with proposed criteria #'s 2-4. Member El-Hajj shared it was her interpretation that all the criteria would have to be met, and not one or the other. She shared that if there were better reporting data, she would support the Santee Zip Code criteria, but because of its inconsistency she did not feel comfortable with its inclusion. Member El-Hajj asked that the Santee Zip Code criteria be placed on hold and reviewed again at the next meeting. She asked for clarification on the last criteria, vaccinations for staff. Superintendent Baranski confirmed it meant that the Tier for education is open for appointments. Board Members suggested the language be reworded to be more understandable. Member Burns shared he liked including the Santee Zip Code but expressed his concerns with not having current data; and added he did not want to see it removed. He suggested Administration contact the Public Health Department on other means to secure the data, if any. Member Burns shared opposing "Plan B" because of the disparities within San Diego County communities.

President Ryan shared her concern of the six-week timeline for integration. Superintendent Baranski clarified that the District would begin preparations for integration once the District's data starts to decrease, none of the schools have been closed, and are only awaiting for the vaccine to be available for staff; and clarified it was never the intention for it to be three weeks for each criteria. She added the District has been working on the integration process and should not take very long to transition; but shared the need to adhere to the one-week notice to staff. Superintendent Baranski noted the criteria will be posted on the Dashboard for everyone to monitor, once it is approved.

Member Burns asked for clarification on steps if one of the criteria changes after the cohorts are integrated. Superintendent Baranski shared it would be similar as to when the case rates increased, the District would continue to move forward with the "full-day" cohort integration. Member Burns expressed concerns and noted he would prefer the District reassess the situation, if there was a drastic increase in cases. He noted the potential of having to close schools if the cases increased, and his preference that students continue in the hybrid model instead of not being in school at all.

Member Fox asked if the process would be delayed if the criteria was met between Board meetings. President Ryan noted that once the vaccine is available, and once the cases drop below seven (7.0), the timeline begins and it would not require additional action by the Board; as the Board was taking action on establishing the criteria. Member Levens-

Craig asked if there was a deadline for consideration to integrate cohorts and/or decide to continue with hybrid for the rest of the year. Member El-Hajj shared this question had been asked during one of their school visits and she had given it a lot of thought. She explained knowing the integration of cohorts entails a lot of logistics but noted the need to offer some “normalcy” to the students. Member El-Hajj asked that everyone look at the things the students will be able to gain (i.e., longer periods of time with other students and their teachers, etc.) and their importance. She noted observing students, during the school visits, being comfortable with wearing their masks and sitting at their desks with plexiglass.

President Ryan recommended the Board not discuss a date at this time and asked that they wait until the vaccination tier is available for the education sector and noted once the vaccination tier is available for the education sector, it would provide a better sense of an integration timeline. President Ryan shared Member El-Hajj sentiments about the need for the students to return to some “normalcy” and noted there were excellent, and very telling, articles in the San Diego Union Tribune on the impacts the closures have had on children.

Member Burns shared he would not support removing the Santee Zip Code criteria. Member El-Hajj suggested that it remain as a condition but reevaluate it again at the next meeting. Member El-Hajj moved approval of the proposed local criteria as follows.

- Santee Zip Code (92071) case rate is less than or equal to 7.0 for three consecutive weeks *(to be reevaluated at the next meeting)*
- Santee School District “case rate” is also less than or equal to 7.0 for three consecutive weeks
- All schools have remained open for in-person learning for the past three weeks
- Vaccinations are available to Phase 1B-Tier 1 (those at risk of exposure at work in the Education sector), for three weeks

District will need a one-week notice to move from current hybrid to cohort integration.

Member Burns, noted for the record, the Boards’ need to discuss and monitor cases for potential increases; and for the District to take testing dates into consideration in the cohort integration planning.

Motion:	<u>El-Hajj</u>	Ryan	<u>Aye</u>	Fox	<u>Aye</u>
Second:	<u>Burns</u>	Levens-Craig	<u>Aye</u>	Burns	<u>Aye</u>
Vote:	<u>5-0</u>	El-Hajj	<u>Aye</u>		

1.2. Board of Education Self-Evaluation

President Ryan noted the self-evaluation was not completed in 2020 and brought forth the idea of combining the self-evaluation with a Board coaching workshop. Upon the Board’s consensus, President Ryan shared she would work with Superintendent Baranski on next steps and would bring forth for additional discussion at an upcoming meeting.

Business Services

2.1. Approval of Monthly Financial Report

Karl Christensen, Assistant Superintendent of Business Services, reported the monthly financial report was for cash and budget revision transactions posted through December 31, 2020; and shared the District is projected to meet all financial obligations with internal cash. He shared the District ended the month with a cash balance in the General Fund of approximately \$17,866,307. Mr. Christensen noted the Projected Reserve

Percentages on the report were now outdated and shared more current information would be presented at the budget workshop in March. Member Burns moved approval.

Motion:	<u>Burns</u>	Ryan	<u>Aye</u>	Fox	<u>Aye</u>
Second:	<u>El-Hajj</u>	Levens-Craig	<u>Aye</u>	Burns	<u>Aye</u>
Vote:	<u>5-0</u>	El-Hajj	<u>Aye</u>		

F. BOARD POLICIES AND BYLAWS

President Ryan explained item F.1.1. were second readings of Board Bylaws BB 9140 (Board Representatives), BB 9220 (Governing Board Elections); and BB 9222 (Resignation); and item F.1.2. were first readings.

President Ryan suggested a change on BB 9220 – Governing Board Elections. She explained establishing a “dedicated fund for those seeking election to the Board” is not the District’s practice and asked that this language be omitted from the policy; and under Statement of Qualifications, change “may” require candidates to pay their estimated pro rate share, to “will” require. Upon discussion, Member Fox moved approval of item F.1.1. with noted changes to BB 9220, Governing Board Elections.

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures. A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. ~~However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)~~

Statement of Qualifications

The district shall assume no part of the cost of printing, handling, translating, or mailing, or electronically distributing candidate statements filed of candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district ~~may~~ **will** require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

1.1. Second Readings of Board Bylaws (BB):

- **BB 9140 – Board Representatives**
- **BB 9220 – Governing Board Elections**
- **BB 9222 – Resignation**

1.2. First Readings of Board Bylaws (BB):

- **BB 9223 – Filling Vacancies**
- **BB 9230 – Orientation of Candidates and New Board Members**

Motion:	<u>Fox</u>	Ryan	<u>Aye</u>	Fox	<u>Aye</u>
Second:	<u>El-Hajj</u>	Levens-Craig	<u>Aye</u>	Burns	<u>Aye</u>
Vote:	<u>5-0</u>	El-Hajj	<u>Aye</u>		

G. EMPLOYEE ASSOCIATION COMMUNICATION

Melanie Hirahara, Santee Teachers Association President, expressed her gratitude towards the Boards’ discussion on including the Pepper Drive criteria and noted they also had concerns but were also unable determine a solution. Mrs. Hirahara noted other concerns were also securing appointments for staff when the Phase 1B-Tier 1 is available and appreciated their discussion and the Superintendent’s interest in helping secure appointments and/or vaccines for staff.

Mrs. Hirahara agreed that integration of the cohorts, will not provide full “normalcy” to students; and shared there are still concerns with students eating lunch on campus, longer period of sitting time without time for recess, even if they have regular breaks. In addition to being unable to fill aide and custodial positions, the new 4-foot distance requirement and being able to accommodate a larger number of students in the classroom.

Member El-Hajj noted observing students being allowed more than just a “mask break” and having fun around other students in their cohorts. Mrs. Hirahara shared the concern is now instead of having a small group of 10-15 students in an assigned space, it will now be 24 students in the same amount of space. In addition to having more students using the restrooms, etc. Member El-Hajj noted the need to expand the space allowed at sites for breaks and other accommodations accordingly based on the increase of students on campus.

Mrs. Hirahara noted that although plans have been set in place by the Reopening Logistics Planning Team, they just have not been implemented and it causes a bit of concern when it is time for execution.

The Board expressed their gratitude towards Mrs. Hirahara for her communication.

H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Member El-Hajj reported visiting Pepper Drive and Hill Creek, along with Member Fox, and acknowledged there are great things happening. She added they are conscious of the 4-foot distance requirements and smaller areas; and are aware of the upcoming challenges at the sites, but hearing staff is looking towards the future.

Member Burns noted participating in the Calendar, Communication Committee, and Special Education advisory committees. He commended the meeting facilitators and noted the increase in meeting participation. Member Burns asked that the calendar committee consider establishing dates where parents can meet with school staff early in the year to address learning loss, in addition to the parent conferences. He noted speaking with a Pepper Drive parent who inquired on mental health services being offered by the District. Member Burns commended Mike Olander, Director of Pupil Services and Student Well-Being, and the counseling team for reaching out to this parent and providing her with the required resources; and making the community aware of the resources available to every family. Member Burns reiterated the need to hold a conversation on providing support to the school to address learning loss; and looking at addressing this issue in summer school.

Member Fox noted speaking to junior high students, while at school visits, and discussing their concerns with the plexiglass. He shared it seems the students continue to dislike the plexiglass but are getting used to having it on the desks. Member Fox reminded everyone to wash their hands, wear face masks, social distance, avoid gatherings; and wear a mask even if you are vaccinated.

Superintendent Baranski shared Member Burns’ sentiments on the mental health issues and noted the District is building a more comprehensive list of available resources for families. This information is prominently posted on the District website and categorized by resources available at school and in the community; in addition to a creation of a monthly newsletter with resources and tips for families.

Superintendent Baranski shared working with the communication consultant on a communication audit. She shared areas will include how the District communicates, what is communicated, and if the communication is effectively reaching the District’s intended audience. Superintendent Baranski noted progress and/or a timeline would be reported at the next meeting; and encouraged everyone to take the survey when it is available. Member Burns noted the need for a communication plan for the newly established criteria for cohort integration.

President Ryan noted the upcoming virtual events.

I. CLOSED SESSION

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

1. **Conference with Labor Negotiator** (Gov't. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Employee Organizations: Santee Teachers Association (STA); and
Classified School Employees Association (CSEA)

2. **Public Employee Performance Evaluation** (Gov't. Code § 54957)
Superintendent

The Board entered closed session at 8:03 p.m.

J. RECONVENE TO OPEN SESSION

The Board reconvened to public session at 9:55 p.m. and reported no action had been taken.

K. ADJOURNMENT

With no further business, the regular meeting of February 2, 2021 was adjourned at 9:55 p.m.

Dianne El-Hajj, Clerk

Dr. Kristin Baranski, Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
February 16, 2021

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.

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.

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:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Staff Development	Implement a staff development plan as the cornerstone of employee performance and growth.

FISCAL IMPACT:

The estimated travel expenses are \$174, 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.

Board Travel Report - February 16, 2021										
Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel	District Goal	
Wednesday, 02/24/21	Kristen Eveland	Educational Services	Equity in Action	Online	\$0	\$74	Educational Services	Workshop on equity in schools through meaningful change.	1, 2	
Friday, 03/05/21	Mike Olander	Pupil Services	Student Records, Custody, and Residency	Online	\$0	\$100	Pupil Services	Workshop on education rights and custody/access to records.	2	
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California										
(NONE)										

District Goals:

1. Raise mastery of reading and writing grade level literacy standards with annual, incremental growth of at least five percentage points resulting in 90% mastery by June 2023.
2. Raise percentage of students feeling safe or very safe at school with annual, incremental growth of at least seven percentage points resulting in 100% of students feeling safe by June 2023.

Consent Item D.2.2.
 Prepared by Karl Christensen
 February 16, 2021

Approval/Ratification of Expenditure Warrants

BACKGROUND:

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

Commercial Warrants issued for the period of January 2021:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
0100 General	14-741178 TO 14-743319	\$412,286.57
0900	N/A	
1200	N/A	
1300	14-746177 TO 14-746156	\$166,319.41
1400	14-742164 TO 14745222	\$10,572.50
2109	N/A	
2139 / 2108	14-743329 TO 14-742158	\$1,124,296.40
2518	14-746173	\$5,000.00
2538	14-746182 TO 14-742158	\$1,132,080.69
3500	N/A	
4000	14-744312	\$4,071.40
6300	14-745203 TO 14-744313	\$3,199.64
TOTAL:		\$2,857,826.61

Student Body Warrants issued for the period of January 2021:

\$0

Payroll Warrants issued for the period of January 2021:

<u>Fund #/Name</u>	<u>Amount</u>
01 00	\$5,500,190.41
12 00	\$29,891.69
13 00	\$108,284.86
14 00	\$0
25 18	\$221,641.54
63 00	\$221,641.54
\$5,860,008.50	

RECOMMENDATION:

It is recommended that the Board of Education approve the expenditure warrants for the month of January 2021 as presented.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$8,717,835.11 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of January 2021:

AMOUNT	LOCATION
\$ 132.50	ALTERNATIVE SCHOOL
\$ 42,257.09	BUSINESS SERVICES
\$ 47,642.30	CAJON PARK SCHOOL
\$ 1,265.91	CARLTON HILLS SCHOOL
\$ 1,017.88	CARLTON OAKS SCHOOL
\$ 4,623.38	CHET F HARRITT SCH
\$ 440.85	DISTRICT LIBRARY
\$ 803.35	EDUCATIONAL PROJECTS
\$ 992.59	EDUCATIONAL SERVICES
\$ 2,604.57	FACILITIES MODERNIZATION
\$ 3,921.85	HILL CREEK SCHOOL
\$ 6.45	HUMAN RESOURCES
\$ 23,079.02	MAINTENANCE
\$ 278.21	OPERATIONS/CUSTODIAL
\$ 8,290.16	PEPPER DRIVE SCHOOL
\$ 3,599.40	PROJECT SAFE
\$ 2,336.53	PROSPECT AVENUE SCH
\$ 4,452.85	PUPIL SERVICES
\$ 377.27	RIO SECO SCHOOL
\$ 140.70	SANTEE SUCCESS
\$ 67,095.00	SPECIAL EDUCATION
\$ 40.93	STATE PRE-SCHOOL
\$ 3,156.46	SUPERINTENDENT DEPT
\$ 9,149.40	SYCAMORE CANYON SCH
\$ 1,050.46	TECHNOLOGY SERVICES
\$ 763.42	TRANSPORTATION
\$ 26,682.32	WAREHOUSE
\$ 256,200.85	Grand Total

RECOMMENDATION:

Administration recommends approval of purchase orders #0000011275 through 0000011402 issued January 1, 2021 through January 31, 2021.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The fiscal impact of \$256,200.85 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

LOCATION LIST 2020-21

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

M = Monthly Blanket
A = Annual Blanket
L = Lottery

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

Fund Numbers

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

**PURCHASE ORDER EXCEEDED BY 10%
FOR THE MONTH OF JANUARY 2021**

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
11311	1/8/2021	0100	AMAZON	078	INVENTORY REPLENISHMENT	\$ 340.84
					INCREASED AMOUNT	\$ 203.52
					NEW TOTAL	\$ 544.36
11315	1/8/2021	0100	LAMINATING DEPOT	078	INVENTORY REPLENISHMENT	\$ 64.00
					INCREASED AMOUNT	\$ 26.39
					NEW TOTAL	\$ 90.39
11314	1/8/2021	0100	US GAMES	078	INVENTORY REPLENISHMENT	\$ 269.98
					INCREASED AMOUNT	\$ 29.48
					NEW TOTAL	\$ 299.46

**PURCHASE ORDER LISTING
JANUARY 2021
REPORT BY SITE**

PO Number	DATE	VENDOR	DESCRIPTION	FUND	AMOUNT	LOC	LOCATION
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	132.50	015	ALTERNATIVE SCHOOL
					132.50		ALTERNATIVE SCHOOL Total
0000011286	1/5/2021	ZASUETA CONTRACTING INC.	FABRIC SHADE CANOPY - CFH	1400	10160.00	064	BUSINESS SERVICES
0000011287	1/5/2021	CITI CARDS /	CITI BANK - COSTCO ANYWHERE	0100	300.00	064	BUSINESS SERVICES
0000011288	1/5/2021	AMERICAN AIR FILTER COMPANY, INC.	COVID SUPPLIES - AIR FILTERS	0100	1726.94	064	BUSINESS SERVICES
0000011294	1/6/2021	CABLE, PIPE & LEAK DETECTION,	LOCATE UTILITIES - CFH	1400	412.50	064	BUSINESS SERVICES
0000011295	1/6/2021	STEVEN BARATTE COMMUNICATIONS	COMMUNICATION SERVICES 12/2020	0100	360.00	064	BUSINESS SERVICES
0000011297	1/6/2021	MAINTEX INC	COVID SUPPLIES	0100	427.08	064	BUSINESS SERVICES
0000011297	1/6/2021	MAINTEX INC	COVID SUPPLIES	0100	1480.29	064	BUSINESS SERVICES
0000011298	1/7/2021	US BANK	PAYING AGENT	0100	500.00	064	BUSINESS SERVICES
0000011317	1/8/2021	AMAZON.COM	OFFICE CHAIR - MAINT	0100	893.25	064	BUSINESS SERVICES
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	273.98	064	BUSINESS SERVICES
0000011323	1/11/2021	LOWE'S STORE #1661	MAINTENANCE SUPPLIES	0100	450.35	064	BUSINESS SERVICES
0000011325	1/11/2021	WAXIE SANITARY SUPPLY	COVID SUPPLIES	0100	5447.84	064	BUSINESS SERVICES
0000011336	1/13/2021	SEHI COMPUTER PRODUCTS INC	TECHNOLOGY EQUIPMENT	4000	956.73	064	BUSINESS SERVICES
0000011351	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT (DUP)	0100	979.45	064	BUSINESS SERVICES
0000011351	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT (DUP)	0100	197.83	064	BUSINESS SERVICES
0000011357	1/21/2021	WILLIAMS & ASSOCIATES, LLC	PROFESSIONAL RESEARCH SRVS	2518	\$ 5,000.00	064	BUSINESS SERVICES
0000011358	1/21/2021	FARMERS INSURANCE EXCHANGE	RELEASE OF INSURANCE CLAIM	0100	\$ 1,749.35	064	BUSINESS SERVICES
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$ 6.46	064	BUSINESS SERVICES
0000011375	1/26/2021	AMERICAN AIR FILTER COMPANY, INC.	COVID SUPPLIES	0100	\$ 828.94	064	BUSINESS SERVICES
0000011381	1/26/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	4000	\$ 207.43	064	BUSINESS SERVICES
0000011381	1/26/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	4000	\$ 196.02	064	BUSINESS SERVICES
0000011391	1/27/2021	EWING IRRIGATION PRODUCTS	COVID SUPPLIES	0100	\$ 1,063.28	064	BUSINESS SERVICES
0000011396	1/28/2021	FERGUSON ENTERPRISES INC	COVID SUPPLIES	0100	\$ 4,329.37	064	BUSINESS SERVICES
0000011399	1/28/2021	CITY ELECTRIC SUPPLY		1400	\$ 4,310.00	064	BUSINESS SERVICES
					\$ 42,257.09		BUSINESS SERVICES Total
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	(50.43)	006	CAJON PARK SCHOOL
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	84.05	006	CAJON PARK SCHOOL
0000011338	1/13/2021	DELL MARKETING L.P.	TECHNOLOGY EQUIPMENT	0100	105.42	006	CAJON PARK SCHOOL
0000011340	1/13/2021	SCHOLASTIC INC	CAJON PARK - SCHOLASTIC	0100	39894.35	006	CAJON PARK SCHOOL
0000011341	1/13/2021	HOUGHTON MIFFLIN HARCOURT	DO THE MATH REFRESH - CP	0100	4294.53	006	CAJON PARK SCHOOL
0000011342	1/13/2021	EXPLORELEARNING REFLEX	REFLEX PROF DEV - WEBINAR	0100	3295.00	006	CAJON PARK SCHOOL
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$ 19.38	006	CAJON PARK SCHOOL
					\$ 47,642.30		CAJON PARK SCHOOL Total
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	257.00	003	CARLTON HILLS SCHOOL
0000011329	1/11/2021	AMAZON.COM	AMAZON ORDER - C.H.	0100	174.13	003	CARLTON HILLS SCHOOL
0000011337	1/13/2021	DELL MARKETING L.P.	TECHNOLOGY EQUIPMENT	0100	90.18	003	CARLTON HILLS SCHOOL
0000011360	1/21/2021	TROXELL COMMUNICATIONS INC	TECHNOLOGY EQUIPMENT	0100	\$ 385.63	003	CARLTON HILLS SCHOOL
0000011361	1/21/2021	DELL MARKETING L.P.	OFFICE EQUIPMENT SUPPLIES	0100	\$ 140.60	003	CARLTON HILLS SCHOOL
0000011368	1/25/2021	AMAZON.COM	AMAZON ORDER - CH	0100	\$ 198.99	003	CARLTON HILLS SCHOOL
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$ 19.38	003	CARLTON HILLS SCHOOL
					\$ 1,265.91		CARLTON HILLS SCHOOL Total
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	119.21	008	CARLTON OAKS SCHOOL
0000011343	1/13/2021	AMAZON.COM	AIR PURIFIER & FILTERS - CO	0100	172.40	008	CARLTON OAKS SCHOOL
0000011343	1/13/2021	AMAZON.COM	AIR PURIFIER & FILTERS - CO	0100	102.35	008	CARLTON OAKS SCHOOL
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$ 19.38	008	CARLTON OAKS SCHOOL
0000011379	1/26/2021	SCHOOL HEALTH CORPORATION	AED SUPPLIES - CARLTON OAKS	0100	\$ 290.93	008	CARLTON OAKS SCHOOL
0000011379	1/26/2021	SCHOOL HEALTH CORPORATION	AED SUPPLIES - CARLTON OAKS	0100	\$ 18.90	008	CARLTON OAKS SCHOOL
0000011380	1/26/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$ 89.98	008	CARLTON OAKS SCHOOL
0000011380	1/26/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$ 204.73	008	CARLTON OAKS SCHOOL
					\$ 1,017.88		CARLTON OAKS SCHOOL Total
0000011367	1/22/2021	CONSTRUCTION SERVICES OF ILLNOIS	FACILITY MODERIZATION	2139	\$ 4,191.40	007	CHE T F HARRITT SCH

0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	19.38	007	CHET F HARRITT SCH
0000011373	1/26/2021	WASTE MANAGEMENT OF EL CAJON -	25 YARD OPEN TOP TRAILER - CFH	0100	\$	412.60	007	CHET F HARRITT SCH
					\$	4,623.38		CHET F HARRITT SCH Total
0000011280	1/4/2021	MIDAMERICA BOOKS	LIBRARY BOOK ORDER - PD	0100		384.96	071	DISTRICT LIBRARY
0000011332	1/12/2021	BARNES AND NOBLE BOOKSELLERS	BARNES & NOBLE Lost Books PO	0100		14.39	071	DISTRICT LIBRARY
0000011332	1/12/2021	BARNES AND NOBLE BOOKSELLERS	BARNES & NOBLE Lost Books PO	0100		12.99	071	DISTRICT LIBRARY
0000011332	1/12/2021	BARNES AND NOBLE BOOKSELLERS	BARNES & NOBLE Lost Books PO	0100		13.99	071	DISTRICT LIBRARY
0000011332	1/12/2021	BARNES AND NOBLE BOOKSELLERS	BARNES & NOBLE Lost Books PO	0100		14.52	071	DISTRICT LIBRARY
						440.85		DISTRICT LIBRARY Total
0000011334	1/13/2021	BARNES AND NOBLE BOOKSELLERS	LIBRARY BOOK ORDER - CFH	0100		421.15	068	EDUCATIONAL PROJECTS
0000011366	1/21/2021	AMAZON.COM	EAK MATH LITERATURE BOOKS	0100	\$	77.85	068	EDUCATIONAL PROJECTS
0000011366	1/21/2021	AMAZON.COM	EAK MATH LITERATURE BOOKS	0100	\$	43.05	068	EDUCATIONAL PROJECTS
0000011366	1/21/2021	AMAZON.COM	EAK MATH LITERATURE BOOKS	0100	\$	37.66	068	EDUCATIONAL PROJECTS
0000011366	1/21/2021	AMAZON.COM	EAK MATH LITERATURE BOOKS	0100	\$	43.05	068	EDUCATIONAL PROJECTS
0000011400	44225	MIDAMERICA BOOKS	CO - LIBRARY BOOKS	0100	\$	180.59	068	EDUCATIONAL PROJECTS
					\$	803.35		EDUCATIONAL PROJECTS Total
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100		59.57	066	EDUCATIONAL SERVICES
0000011344	1/13/2021	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100		417.00	066	EDUCATIONAL SERVICES
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	19.37	066	EDUCATIONAL SERVICES
0000011394	1/28/2021	ESGI	ESGI LICENSES - EAK TEACHERS	0100	\$	496.65	066	EDUCATIONAL SERVICES
					\$	992.59		EDUCATIONAL SERVICES Total
0000011323	1/11/2021	LOWE'S STORE #1661	MAINTENANCE SUPPLIES	0100		2207.57	077	FACILITIES MODERNIZATION
0000011352	1/14/2021	LOWE'S STORE #1661	CO - LIVE-ON REPAIRS	0100		103.33	077	FACILITIES MODERNIZATION
0000011359	1/21/2021	LOWE'S STORE #1661	MAINTENANCE REPAIRS	0100	\$	103.33	077	FACILITIES MODERNIZATION
0000011390	1/27/2021	LAKESIDE EQUIPMENT SALES AND RENTALS	LIVE-ON BUDGET - CO	0100	\$	190.34	077	FACILITIES MODERNIZATION
					\$	2,604.57		FACILITIES MODERNIZATION Total
0000011279	1/4/2021	DATEL SYSTEMS	TECHNOLOGY EQUIPMENT	0100		3474.94	010	HILL CREEK SCHOOL
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100		98.39	010	HILL CREEK SCHOOL
0000011335	1/13/2021	MAINTEX INC	MAINTEX QUOTE 823174-00 - HC	0100		237.04	010	HILL CREEK SCHOOL
0000011347	1/14/2021	DELL MARKETING L.P.	TECHNOLOGY EQUIPMENT	0100		51.17	010	HILL CREEK SCHOOL
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	19.38	010	HILL CREEK SCHOOL
0000011384	1/27/2021	DELL MARKETING L.P.	TECHNOLOGY EQUIPMENT	0100	\$	40.93	010	HILL CREEK SCHOOL
					\$	3,921.85		HILL CREEK SCHOOL Total
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	6.45	065	HUMAN RESOURCES
					\$	6.45		HUMAN RESOURCES Total
0000011290	1/5/2021	KNIFFING'S DISCOUNT NURSERIES	BUTTERFLY GARDEN - CO	0100		105.95	080	MAINTENANCE
0000011292	1/6/2021	WESTERN FIRE PROTECTION, INC.	5 YEAR SPRINKLER CERTIFICATION	0100		900.00	075	MAINTENANCE
0000011292	1/6/2021	WESTERN FIRE PROTECTION, INC.	5 YEAR SPRINKLER CERTIFICATION	0100		2175.00	075	MAINTENANCE
0000011296	1/6/2021	PACIFIC HVAC SERVICE	HVAC CONTRACT SERVICES	0100		337.50	075	MAINTENANCE
0000011296	1/6/2021	PACIFIC HVAC SERVICE	HVAC CONTRACT SERVICES	0100		297.00	075	MAINTENANCE
0000011324	1/11/2021	ABILITY PLUMBING SERVICE & REPAIR	CONTRACT SERVICES - CFH	0100		150.00	075	MAINTENANCE
0000011326	1/11/2021	WESTERN FIRE PROTECTION, INC.	FIRE SPRINKLER CERTIFICATION	0100		3740.00	075	MAINTENANCE
0000011345	1/13/2021	PACIFIC HVAC SERVICE		0100		1084.00	075	MAINTENANCE
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	19.37	075	MAINTENANCE
0000011385	1/27/2021	NEXON CORPORATION	REMOVAL OF STUCCO - CFH	0100	\$	1,506.70	075	MAINTENANCE
0000011397	1/28/2021	WESTERN ENVIRONMENTAL & SAFETY	STUCCO REMOVAL - HAZMAT - CFH	0100	\$	2,497.00	075	MAINTENANCE
0000011398	1/28/2021	PACIFIC HVAC SERVICE	HVAC REPAIRS - CP	0100	\$	1,896.50	075	MAINTENANCE
0000011402	44225	GREENSTONE LANDCARE, INC.	CFH - ARBOR SERVICES	0100	\$	8,370.00	080	MAINTENANCE
					\$	23,079.02		MAINTENANCE Total
0000011374	1/26/2021	MAINTEX INC	CUSTODIAL EQUIPMENT SUPPLIES	0100	\$	278.21	074	OPERATIONS/CUSTODIAL
					\$	278.21		OPERATIONS/CUSTODIAL Total
0000011278	1/4/2021	DELL MARKETING L.P.	TECHNOLOGY EQUIPMENT	0100		76.76	002	PEPPER DRIVE SCHOOL
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100		538.40	002	PEPPER DRIVE SCHOOL
0000011369	1/25/2021	BARNES AND NOBLE BOOKSELLERS	B&N QUOTES #1239654 - PD	0100	\$	2,515.62	002	PEPPER DRIVE SCHOOL
0000011371	1/26/2021	GLOBAL VENDING GROUP, INC.	BOOKWORM VENDING MACHINE - PD	0100	\$	5,140.00	002	PEPPER DRIVE SCHOOL
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	19.38	002	PEPPER DRIVE SCHOOL
					\$	8,290.16		PEPPER DRIVE SCHOOL Total
0000011282	1/4/2021	DISCOUNT SCHOOL SUPPLY	DISCOUNT ORDER - OSTP	6300		125.11	072	PROJECT SAFE

0000011287	1/5/2021	CITI CARDS /	CITI BANK - COSTCO ANYWHERE	6300		284.05	072	PROJECT SAFE
0000011287	1/5/2021	CITI CARDS /	CITI BANK - COSTCO ANYWHERE	6300		260.05	072	PROJECT SAFE
0000011287	1/5/2021	CITI CARDS /	CITI BANK - COSTCO ANYWHERE	6300		152.95	072	PROJECT SAFE
0000011287	1/5/2021	CITI CARDS /	CITI BANK - COSTCO ANYWHERE	6300		88.38	072	PROJECT SAFE
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	6300		752.19	072	PROJECT SAFE
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	6300		387.88	072	PROJECT SAFE
0000011327	1/11/2021	AMAZON.COM	OST - CALENDARS	6300		6.95	072	PROJECT SAFE
0000011330	1/11/2021	AMAZON.COM	AMAZON - OST	6300		63.79	072	PROJECT SAFE
0000011353	1/21/2021	AMAZON.COM	OST Books	6300		43.09	072	PROJECT SAFE
0000011354	1/21/2021	AMAZON.COM	OST Management Support Guide	6300		53.88	072	PROJECT SAFE
0000011354	1/21/2021	AMAZON.COM	OST Management Support Guide	6300	\$	4.30	072	PROJECT SAFE
0000011355	1/21/2021	AMAZON.COM	OST PHONE ACCESSORIES	6300	\$	50.51	072	PROJECT SAFE
0000011370	1/25/2021	AMAZON.COM	AMAZON ORDER - OST	6300	\$	69.91	072	PROJECT SAFE
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	19.38	072	PROJECT SAFE
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	6300	\$	193.75	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	81.87	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	40.93	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	30.70	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	51.16	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	30.70	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	30.70	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	40.93	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	15.34	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	30.70	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	40.93	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	51.17	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	61.41	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	28.65	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	57.00	072	PROJECT SAFE
0000011377	1/26/2021	LAKESHORE LEARNING MATERIALS	YALE - LAKESHORE ORDER	6300	\$	44.01	072	PROJECT SAFE
0000011383	1/26/2021	2NDGEAR	TECHNOLOGY EQUIPMENT	6300	\$	198.26	072	PROJECT SAFE
0000011383	1/26/2021	2NDGEAR	TECHNOLOGY EQUIPMENT	6300	\$	25.00	072	PROJECT SAFE
0000011388	1/27/2021	AMAZON.COM	AMAZON - OSTP	6300	\$	151.69	072	PROJECT SAFE
0000011395	1/28/2021	AMAZON.COM	AMAZON ORDER - OSTP	6300	\$	32.08	072	PROJECT SAFE
					\$	3,599.40		PROJECT SAFE Total
0000011276	1/4/2021	AMAZON.COM	AMAZON ORDER - PA	0100		43.09	005	PROSPECT AVENUE SCH
0000011276	1/4/2021	AMAZON.COM	AMAZON ORDER - PA	0100		14.13	005	PROSPECT AVENUE SCH
0000011276	1/4/2021	AMAZON.COM	AMAZON ORDER - PA	0100		6.90	005	PROSPECT AVENUE SCH
0000011276	1/4/2021	AMAZON.COM	AMAZON ORDER - PA	0100		10.63	005	PROSPECT AVENUE SCH
0000011277	1/4/2021	DEMCO INC	DEMCO ORDER - PRIDE ACADEMY	0100		290.91	005	PROSPECT AVENUE SCH
0000011277	1/4/2021	DEMCO INC	DEMCO ORDER - PRIDE ACADEMY	0100		91.58	005	PROSPECT AVENUE SCH
0000011281	1/4/2021	AMAZON.COM	AMAZON ORDER - PA	0100		75.96	005	PROSPECT AVENUE SCH
0000011285	1/5/2021	AMAZON.COM	AMAZON ORDER - PA	0100		45.13	005	PROSPECT AVENUE SCH
0000011293	1/6/2021	DAVE BANG ASSOCIATES INC	BENCHES - PA	0100		1678.89	005	PROSPECT AVENUE SCH
0000011328	1/11/2021	AMAZON.COM	AMAZON - PRIDE ACADEMY	0100		33.00	005	PROSPECT AVENUE SCH
0000011328	1/11/2021	AMAZON.COM	AMAZON - PRIDE ACADEMY	0100		26.93	005	PROSPECT AVENUE SCH
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	19.38	005	PROSPECT AVENUE SCH
					\$	2,336.53		PROSPECT AVENUE SCH Total
0000011289	1/5/2021	EWING IRRIGATION PRODUCTS	LANDSCAPE - GARDEN - PA	0100		283.62	070	PUPIL SERVICES
0000011333	1/12/2021	TURBOSCAPE, INC.	LANDSCAPE - PRIDE ACADEMY	0100		1440.00	070	PUPIL SERVICES
0000011356	1/21/2021	JUNIOR ACHIEVEMENT	STUDENT FIELD TRIP	0100	\$	1,404.00	070	PUPIL SERVICES
0000011382	1/26/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$	69.00	070	PUPIL SERVICES
0000011382	1/26/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$	6.47	070	PUPIL SERVICES
0000011382	1/26/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$	1,245.76	070	PUPIL SERVICES
0000011382	1/26/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$	4.00	070	PUPIL SERVICES
					\$	4,452.85		PUPIL SERVICES Total
0000011346	1/14/2021	TROXELL COMMUNICATIONS INC	TECHNOLOGY EQUIPMENT	0100		357.89	009	RIO SECO SCHOOL
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	19.38	009	RIO SECO SCHOOL

0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100	\$	377.27		RIO SECO SCHOOL Total
						140.70	016	SANTEE SUCCESS
						140.70		SANTEE SUCCESS Total
0000011291	1/6/2021	COMMUNITY SCHOOL OF SAN DIEGO	NPS SERVICES	0100		49138.50	067	SPECIAL EDUCATION
0000011349	1/14/2021	ASPIRING FAMILIES, CENTER FOR MENTAL	IEP MEETING - SPEC ED	0100		112.50	067	SPECIAL EDUCATION
0000011350	1/14/2021	HOUGHTON MIFFLIN HARCOURT	SPECIAL ED LICENSE RENEWAL	0100		10344.00	067	SPECIAL EDUCATION
0000011401	44225	PROFESSIONAL TUTORS OF	TUTORING HOURS	0100	\$	7,500.00	067	SPECIAL EDUCATION
					\$	67,095.00		SPECIAL EDUCATION Total
0000011378	1/26/2021	DELL MARKETING L.P.	TECHNOLOGY EQUIPMENT	1200	\$	40.93	012	STATE PRE-SCHOOL
					\$	40.93		STATE PRE-SCHOOL Total
0000011299	1/7/2021	PEACHJAR INC	DISTRICT LICENSE FEES	0100		3150.00	062	SUPERINTENDENT DEPT
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	6.46	062	SUPERINTENDENT DEPT
					\$	3,156.46		SUPERINTENDENT DEPT Total
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		32.31	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		53.86	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		4.84	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		4.30	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		4.30	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		43.08	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		53.86	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		214.42	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		53.86	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		214.42	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		53.86	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		32.31	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		32.31	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		32.31	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		59.26	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		32.31	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		429.92	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		16.15	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		43.09	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		59.26	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		32.31	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		17.23	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		4.30	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		74.35	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		211.00	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		24.77	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		268.30	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		23.69	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		149.77	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		17.23	004	SYCAMORE CANYON SCH
0000011283	1/4/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538		17.23	004	SYCAMORE CANYON SCH
0000011287	1/5/2021	CITI CARDS /	CITI BANK - COSTCO ANYWHERE	2538		1957.47	004	SYCAMORE CANYON SCH
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	0100		976.06	004	SYCAMORE CANYON SCH
0000011322	1/11/2021	OFFICE DEPOT INC	SCHOOL SITE ORDERS	2538		1224.10	004	SYCAMORE CANYON SCH
0000011331	1/12/2021	AMAZON.COM	AMAZON - OST	2538		1249.56	004	SYCAMORE CANYON SCH
0000011372	1/26/2021	CITY OF SAN DIEGO	AED ANNUAL AGREEMENT	0100	\$	19.38	004	SYCAMORE CANYON SCH
0000011387	1/27/2021	MAINTEX INC	CUSTODIAL COVID SUPPLIES - SC	0100	\$	180.55	004	SYCAMORE CANYON SCH
0000011387	1/27/2021	MAINTEX INC	CUSTODIAL COVID SUPPLIES - SC	0100	\$	118.14	004	SYCAMORE CANYON SCH
0000011387	1/27/2021	MAINTEX INC	CUSTODIAL COVID SUPPLIES - SC	0100	\$	37.91	004	SYCAMORE CANYON SCH
0000011387	1/27/2021	MAINTEX INC	CUSTODIAL COVID SUPPLIES - SC	0100	\$	103.12	004	SYCAMORE CANYON SCH
0000011389	1/27/2021	HOME DEPOT COMMERCIAL ACCOUNT	PAW STENCILS - SYCAMORE CANYON	0100	\$	31.31	004	SYCAMORE CANYON SCH
0000011392	1/27/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$	89.98	004	SYCAMORE CANYON SCH
0000011392	1/27/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$	204.73	004	SYCAMORE CANYON SCH
0000011392	1/27/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$	89.98	004	SYCAMORE CANYON SCH
0000011392	1/27/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100	\$	204.73	004	SYCAMORE CANYON SCH

0000011393	1/27/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538	\$	322.17	004	SYCAMORE CANYON SCH
0000011393	1/27/2021	LAKESHORE LEARNING MATERIALS	LAKESHORE ORDER - OSTP	2538	\$	30.00	004	SYCAMORE CANYON SCH
					\$	9,149.40		SYCAMORE CANYON SCH Total
0000011339	1/13/2021	CDW GOVERNMENT INC	TECHNOLOGY EQUIPMENT	0100		581.46	073	TECHNOLOGY SERVICES
0000011362	1/21/2021	MICROREPLAY, INC.	TECHNOLOGY EQUIP REPAIR	0100	\$	20.00	091	TECHNOLOGY SERVICES
0000011362	1/21/2021	MICROREPLAY, INC.	TECHNOLOGY EQUIP REPAIR	0100	\$	449.00	091	TECHNOLOGY SERVICES
					\$	1,050.46		TECHNOLOGY SERVICES Total
0000011318	1/11/2021	PENSKE FORD	TRANSPORTATION SUPP AND SERV.	0100		20.29	076	TRANSPORTATION
0000011319	1/11/2021	BORDER TIRE	TRANSPORTATION SUPP AND SERV.	0100		192.54	076	TRANSPORTATION
0000011320	1/11/2021	RELIABLE TIRE INC	TRANSPORTATION SUPP AND SERV.	0100		135.00	076	TRANSPORTATION
0000011321	1/11/2021	O'REILLY AUTO PARTS	TRANSPORTATION SUPP AND SERV.	0100		14.00	076	TRANSPORTATION
0000011363	1/21/2021	O'REILLY AUTO PARTS	TRANSPORTATION REPAIRS	0100	\$	63.17	076	TRANSPORTATION
0000011364	1/21/2021	A-Z BUS SALES, INC.	TRANSPORTATION REPAIRS	0100	\$	239.57	076	TRANSPORTATION
0000011365	1/21/2021	SAN DIEGO FRICTION PRODUCTS	TRANSPORTATION REPAIRS	0100	\$	42.38	076	TRANSPORTATION
0000011386	1/27/2021	O'REILLY AUTO PARTS	TRANSPORTATION SUPPLIES	0100	\$	28.24	076	TRANSPORTATION
0000011386	1/27/2021	O'REILLY AUTO PARTS	TRANSPORTATION SUPPLIES	0100	\$	28.23	076	TRANSPORTATION
					\$	763.42		TRANSPORTATION Total
0000011275	1/4/2021	SUPPLY SOLUTIONS	INVENTORY REPLENISHMENT	0100		6432.68	078	WAREHOUSE
0000011284	1/5/2021	PITNEY BOWES - SUPPLIES	POSTAGE METER SUPPLIES	0100		256.42	078	WAREHOUSE
0000011300	1/7/2021	SUPPLY SOLUTIONS	INVENTORY REPLENISHMENT	0100		478.41	078	WAREHOUSE
0000011300	1/7/2021	SUPPLY SOLUTIONS	INVENTORY REPLENISHMENT	0100		2167.39	078	WAREHOUSE
0000011301	1/7/2021	ACCO BRANDS USA LLC	INVENTORY REPLENISHMENT	0100		1200.00	078	WAREHOUSE
0000011302	1/7/2021	KP LLC	INVENTORY REPLENISHMENT	0100		601.25	078	WAREHOUSE
0000011303	1/7/2021	MAINTEX INC	INVENTORY REPLENISHMENT	0100		837.86	078	WAREHOUSE
0000011303	1/7/2021	MAINTEX INC	INVENTORY REPLENISHMENT	0100		369.02	078	WAREHOUSE
0000011303	1/7/2021	MAINTEX INC	INVENTORY REPLENISHMENT	0100		978.67	078	WAREHOUSE
0000011304	1/7/2021	MISSION JANITORIAL SUPPLIES	INVENTORY REPLENISHMENT	0100		121.80	078	WAREHOUSE
0000011304	1/7/2021	MISSION JANITORIAL SUPPLIES	INVENTORY REPLENISHMENT	0100		407.55	078	WAREHOUSE
0000011304	1/7/2021	MISSION JANITORIAL SUPPLIES	INVENTORY REPLENISHMENT	0100		293.25	078	WAREHOUSE
0000011305	1/7/2021	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100		201.71	078	WAREHOUSE
0000011305	1/7/2021	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100		84.37	078	WAREHOUSE
0000011305	1/7/2021	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100		69.69	078	WAREHOUSE
0000011305	1/7/2021	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100		154.77	078	WAREHOUSE
0000011305	1/7/2021	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100		20.56	078	WAREHOUSE
0000011305	1/7/2021	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100		736.62	078	WAREHOUSE
0000011307	1/7/2021	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100		46.81	078	WAREHOUSE
0000011307	1/7/2021	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100		77.84	078	WAREHOUSE
0000011307	1/7/2021	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100		56.30	078	WAREHOUSE
0000011307	1/7/2021	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100		302.56	078	WAREHOUSE
0000011307	1/7/2021	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100		74.48	078	WAREHOUSE
0000011307	1/7/2021	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100		558.58	078	WAREHOUSE
0000011307	1/7/2021	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100		57.02	078	WAREHOUSE
0000011307	1/7/2021	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100		121.80	078	WAREHOUSE
0000011310	1/7/2021	CAMEO PAPER & JANITORIAL	INVENTORY REPLENISHMENT	0100		327.94	078	WAREHOUSE
0000011311	1/7/2021	AMAZON.COM	INVENTORY REPLENISHMENT	0100		322.22	078	WAREHOUSE
0000011311	1/7/2021	AMAZON.COM	INVENTORY REPLENISHMENT	0100		222.14	078	WAREHOUSE
0000011312	1/7/2021	DELL MARKETING L.P.	INVENTORY REPLENISHMENT	0100		663.24	078	WAREHOUSE
0000011314	1/7/2021	US GAMES	INVENTORY REPLENISHMENT	0100		299.46	078	WAREHOUSE
0000011315	1/7/2021	LAMINATION DEPOT INC	INVENTORY REPLENISHMENT	0100		90.39	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100		25.21	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100		49.65	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100		273.19	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100		175.85	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100		115.56	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100		1066.73	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100		46.60	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100		442.21	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100		112.33	078	WAREHOUSE

0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	422.04	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	194.47	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	198.26	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	19.40	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	124.13	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	124.13	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	126.20	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	45.26	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	144.30	078	WAREHOUSE
0000011316	1/8/2021	SCHOOL-TECH INC	INVENTORY REPLENISHMENT	0100	161.63	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	25.21	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	49.65	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	273.19	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	175.85	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	115.56	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	1066.73	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	46.60	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	442.21	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	112.33	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	422.04	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	194.47	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	198.26	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	19.40	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	124.13	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	124.13	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	126.20	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	45.26	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	144.30	078	WAREHOUSE
0000011348	1/14/2021	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	161.63	078	WAREHOUSE
0000011376	1/26/2021	WASTE MANAGEMENT OF EL CAJON -	SURPLUS TRASH - ALL SITES	0100	\$ 315.22	078	WAREHOUSE
					\$ 26,682.32		WAREHOUSE Total
					\$ 256,200.85		Grand Total

BACKGROUND:

The Revolving Cash Fund of \$20,000 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:

It is recommended that the Board of Education approve check #22695 on the \$20,000 Revolving Cash Account.

This recommendation supports the following District goal:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The fiscal impact is \$209.97 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

SANTEE SCHOOL DISTRICT
REVOLVING CASH REPORT- \$20,000

Date	Number	Name	Memo	Amount
01/26/21	22695	Mission Federal Credit Union	Merchant capture & maintenance charge	209.97

Total Checks Written 209.97

Total to be Reimbursed \$209.97

Total to Deduct from Future Reimbursement \$0.00

Consent Item D.2.5.
 Prepared by Karl Christensen
 February 16, 2021

Acceptance of Donations, Grants, and Bequests

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, grants, and/or bequests have been offered to the District:

<i>Item</i>	<i>Approximate Value</i>	<i>Received From</i>	<i>Designated For Use At</i>
DONATIONS			
Funds to Support the PRIDE Assisting the Community Clothing/Food Bank	\$100.00	Kern Craft Family	PRIDE Academy
GRANTS			
(None)			
BEQUESTS			
(None)			
TOTAL RECEIVED	\$100.00		

RECOMMENDATION:

Administration recommends acceptance of the donations, grants, and/or bequests listed above for the District and authorization to send a letter of appreciation on behalf of the governing Board.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Educational Achievement	Assure the highest level of educational achievement for all students
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The donations, grants, and/or bequests listed above are valued at \$100.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

BACKGROUND:

The Santee School District is required to provide for transportation of Special Education students when their Individualized Education Plan (IEP) includes the need for this service. In lieu of the District providing transportation, the District offers parents/guardian the opportunity to transport their own children and receive reimbursement for their incurred mileage at the IRS-approved rate.

The Commercial Warrants Audit manual stipulates that an agreement is to be executed with the Parent/Guardian whenever mileage reimbursement is provided. Agreements with parents/guardians opting to receive mileage reimbursement during the 2020-21 and 2021-22 school year for the transportation of their own child(ren) are listed below:

School of Attendance	Round Trip Miles Per Day	# of Days	Per Mile Rate	Total Estimated Annual Cost
Chet F. Harritt School	10.2	99	\$0.575	\$ 580.64
Rio Seco School	2.4	163	\$0.575	\$ 224.94
Total:				\$805.58

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The fiscal impact of \$805.58 is paid in lieu of District provided transportation.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

BACKGROUND:

On November 3, 2018, the voters approved Measure S to reauthorize \$15.37 million of unissued bonds from the original 2006 Proposition R General Obligation bond. Upon issuance of the bonds, the District is required to arrange for both a financial and a performance audit

The District’s auditor, Eide Bailly, conducted a financial and performance audit for the Measure S funds for the period from July 1, 2019 through June 30, 2020. There were no findings or recommendations. The Independent Citizens’ Oversight Committee (ICOC) reviewed and accepted the Audit Report at its January 27, 2021 meeting.

RECOMMENDATION:

It is recommended that the Board of Education accept the 2019-20 Financial and Performance Audit for Measure S bond funds.

This recommendation supports the following District goal:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The fiscal impact is \$15.37 in General Obligation Bond Proceeds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

Consent Item D.2.8.
Prepared by Karl Christensen
February 16, 2021

Approval of On-Site Resident Agreement for Pepper
Drive School with Travis Hepner

BACKGROUND:

The District contracts with On-Site Residents at three of its schools to provide security services. The current contract for Pepper Drive School, executed April 1, 2010, is with Scott and Bonnie Hepner who own the mobile home that is on the property. Mr. Hepner currently works for the District as a Craftworker, but will be retiring March 19, 2021 and moving out of state. Mr. Hepner has transferred ownership of his mobile home to his son, Travis Hepner, who also works for the District as a Craftworker.

Administration believes it is beneficial for the District to continue On-Site Resident services with the new owner.

RECOMMENDATION:

It is recommended that the Board of Education approve executing an On-Site Resident Agreement with Travis Hepner to provide security services for Pepper Drive School.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The fiscal impact is approximately \$3,000 per year in rental income and potential significant savings in vandalism costs.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.8.

Consent Item D.2.9.
Prepared by Karl Christensen
February 16, 2021

Approval/Ratification of Amendment No. 1 to San
Diego County-Imperial County Regional
Communication System Customer Agreement

BACKGROUND:

The District maintains four (4) radios on the County of San Diego's Regional Communication System in accordance with a Customer Agreement executed on April 1, 2016.

This Amendment No. 1 extends the termination date of the Agreement through June 20, 2026.

RECOMMENDATION:

It is recommended that the Board of Education Approve/Ratify Amendment No. 1 to San Diego County-Imperial County Regional Communication System Customer Agreement.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The fiscal impact is approximately \$4,000 annually.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.9.



**San Diego County – Imperial County
Regional Communications System**
5595 Overland Avenue, Suite 101, MS-O56, San Diego, California 92123
Phone (858) 694-3663 Fax (858) 694-3433
<http://www.rcs800mhz.org>

December 28, 2020

Ms. Debbie Griffin
Transportation Director
Santee School District
9880 Riverwalk Drive
Santee, CA 92071-5209

Dear Ms. Griffin:

**AMENDMENT FOR REGIONAL COMMUNICATIONS SYSTEM (RCS) CUSTOMER
SERVICE AGREEMENT**

Please see attached amendment for the RCS customer service agreement to extend contract terms to June 30, 2026. Your current contract for radio communications expires on March 31, 2021. To ensure uninterrupted RCS service, please sign amendment and send back by January 29, 2021 to gayda.pia@sdsheriff.org.

If you have any questions, please feel free to contact Gayda Pia at (858) 694-3836 or Mayla Alvaro at (858) 495-5232.

Your prompt attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "David H. Brooks". The signature is fluid and cursive, written over a white background.

David H. Brooks, Manager
Wireless Services Division

DB:gp

**AMENDMENT No. 1
SAN DIEGO COUNTY - IMPERIAL COUNTY REGIONAL COMMUNICATIONS SYSTEM
CUSTOMER AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND SANTEE SCHOOL DISTRICT**

RECITALS

AR.1 On April 1, 2016, the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Department (COUNTY) and Santee School District (CUSTOMER) executed a Customer Agreement (Agreement) for use of the San Diego County – Imperial County Regional Communications System (RCS).

AR.2 Agreement Paragraph 20 states: " This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement."

AMENDMENT AND EXTENSION

- A.** The termination date in Paragraph 19 of the Agreement is hereby changed to June 30, 2026.

Except as otherwise provided by this AMENDMENT No. 1, the Agreement, and each and every other term and condition therein, shall remain in full force and effect.

Terms and conditions of the AGREEMENT not specified herein remain unmodified.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT No. 1 to the original Agreement, such AMENDMENT No. 1 being effective 1ST day of April 2021.

APPROVAL:
RCS Board of Directors

Jim Lydon, Fire Chief
RCS BOD Chair
Date: _____


APPROVAL:
County of San Diego

Andrew Potter
Clerk of the Board of Supervisors
Date: _____

Approved as to form:
Office of the County Counsel

Mark Day, Senior Deputy
Date: _____

APPROVAL:
Santee School District



Signature

Karl Christensen
Print Name

Assistant Superintendent, Business Services
Title

Date: 1-25-2021

Prepared by Dr. Stephanie Pierce
February 16, 2021

BACKGROUND:

California Education Code Section 32288 requires that each school district annually approve the comprehensive school safety plans. The Code also requires that each school site council develop and approve the school safety plan.

Presented for approval are the School Safety Plans for Cajon Park, Carlton Hills, Carlton Oaks, Chet F. Harritt, Hill Creek, Pepper Drive, PRIDE Academy at Prospect Avenue, Rio Seco, and Sycamore Canyon Schools. The plans contain specific action plans as well as clearly stated School Safety Strategies. Additionally, each plan contains the requirements of Education Code Section 32282 (a), namely:

- Conduct an assessment of the current status of crime committed at schools
- Identify appropriate strategies and programs that will provide or maintain a high level of school safety
- Child abuse reporting procedures
- Disaster procedures
- Policies pursuant to the Education Code for students serious acts that would lead to suspension and expulsion
- Procedures to notify teachers of dangerous pupils
- A discrimination and harassment policy
- Provision of a student dress code that prohibits “gang-related” apparel
- Procedures for safe ingress and egress of pupils, parents and school employees to and from school
- A safe and orderly environment conducive to learning
- District rules on student discipline, and
- Hate crime reporting procedures.

A copy of the Safety Plans will be available at the board meeting for review.

RECOMMENDATION:

Administration recommends that the Board of Education approve the comprehensive school safety plans.

This recommendation supports the following District goals:

- Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

FISCAL IMPACT:

There is no significant cost to the implementation of the procedures outlined in the safety plans.

ACADEMIC ACHIEVEMENT IMPACT:

The plan describes a process for insuring school safety, and thereby, also insures that student and staff enjoy a safe school learning environment.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Consent Item D.4.1. Personnel, Regular
 Prepared by Tim Larson
 February 16, 2021

BACKGROUND:

The following personnel appointments, changes of status, leave requests, resignations, dismissals and consultant requests are submitted for Board consideration. Italicized information indicates a change.

Certificated Staff

A. New Appointments:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Jackson, Ashley	Chet F. Harritt	IV-01 #30016515	\$0.00	\$52,667.00	01-25-21
2. Nelson, Taylor	Pepper Drive	III-01 #30015822	\$0.00	\$52,667.00	01-26-21
3. Sturm, Megan	Carlton Hills	III-01 #30016463	\$0.00	\$52,667.00	02-10-21

B. Temporary Rehires:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date

C. Change of Status/Location:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date
1. Bailey, Anissa	Long-Term LOA		Personal	Approve	08-21 to 06-22
2. Fabyan, Julia	Long-Term LOA		Personal	Approve	08-21 to 06-22
3. Rosa, Shawna	Long-Term LOA		Personal	Approve	08-21 to 06-22
4. Rust, Angela	Long-Term LOA		Personal	Approve	08-21 to 06-22
5. Speaks, Kyla	Long-Term LOA		Personal	Approve	08-21 to 06-22
6. Tindle, Kristina	Long-Term LOA		Personal	Approve	08-21 to 06-22
7. Tracy, Summer	Long-Term LOA		Personal	Approve	08-21 to 06-22
8. Weiss, Nicole	Chet F. Harritt	VI-11	Personal	Approve: Long-term sick leave	01-25-21 to 06-09-21
9. White-Melton, Carol Ann	Long-Term LOA		Personal	Approve	08-21 to 06-22

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date
1. Hayes, Yesenia	Carlton Oaks	V-01	Resignation	02-12-21
2. Snyder, Kelly	Carlton Hills	V-15	Resignation	02-02-21

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Appointments:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Benjamin, Sydney	Rio Seco	Campus Aide 15 D / 2.0 hrs #30003431	\$0.00	\$615.77	01-25-21

2. Ferrari, Tamara	Pepper Drive	Instructional Assistant I 20 A / 5.0 hrs #10327150	\$0.00	\$1,697.58	02-10-21
3. Galan Mata, Sandra	Pepper Drive	Project SAFE Assistant 17 B / 3.45 hrs #10325051	\$0.00	\$1,154.69	01-27-21
4. Gardiner, Kerensa	PRIDE Academy	Instructional Assistant Visual Impaired 23 D / 6.0 hrs #30016105	\$0.00	\$3,274.44	04-27-21
5. Silvia, Cathleen	Hill Creek	Campus Aide 15 D / 2.0 hrs #10327457	\$0.00	\$615.77	01-27-21

I. Rehires:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date

J. Change of Status/Location:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Galan Mata, Sandra	Cajon Park	Food Service Worker I-A 20 A / 3.75 hrs to <i>Instructional Assistant LEP</i> 20 A / 3.5 hrs #10327297	\$1,188.31	\$1,273.32	01-27-21
2. Gardiner, Kerensa	PRIDE Academy	Instructional Assistant Special Ed II 21 D / 6.0 hrs to Instructional Assistant Visual Impaired 23 D / 6.0 hrs #30016105	\$3,118.44	\$3,274.44	01-27-21
3. Hintz, Kimberly	Chet F. Harritt	Instructional Assistant Special Ed I 20 B / 2.5 hrs to <i>Instructional Assistant Special Ed I</i> 20 B / 6.0 hrs #10327206	\$891.04	\$1,782.08	01-21-21
4. Marsman, Melissa	Cajon Park	Out of School Time Group Leader 19.5 E / 5.75 hrs to <i>Out of School Time Site Leader</i> 22 D / 6.0 hrs #10325019	\$2,529.80	\$2,833.57	02-01-21

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date
1. Tarantino, Mindy	Long-Term LOA		Personal	Approve	01-27-21 to 02-26-21

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Fisher, Lisa	Chet F. Harritt	Student Support Assistant	Resignation	02-03-21
2. Osuna, Sylvia	Pepper Drive	Campus Aide	Resignation	11-13-20

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

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

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

BACKGROUND:

Administration has reviewed the performance of various temporary certificated employees with the possibility of offering probationary contracts. At tonight’s meeting, administration presents thirteen (13.0 FTE) temporary teachers to the Board for approval of probationary status.

RECOMMENDATION:

It is recommended that the Board of Education approve probationary status to thirteen (13.0 FTE) temporary teachers.

<u>Name</u>	<u>Location</u>	<u>FTE</u>
Megan Barnette	Carlton Hills	1.0
Heather Bloomfield	Carlton Oaks	1.0
Brandy Boone	Rio Seco	1.0
Shannon Doherty	Carlton Hills	1.0
Michael Doane	Chet F. Harrit	1.0
Dawn Dully	Chet F Harritt	1.0
Nicole Gilbert	Cajon Park	1.0
Alison Inglese	Rio Seco	1.0
Alina Kleinhenz	Carlton Hills	1.0
Vania Knight	Hill Creek	1.0
Courtney McCandless	Rio Seco	1.0
Sarah Montgomery	Rio Seco	1.0
Julian Sesma	Pepper Drive	1.0

FISCAL IMPACT:

There will not be an additional fiscal impact to the general fund as a result of this item.

STUDENT ACHIEVEMENT IMPACT:

It is the District’s intent to promote the highest quality of school district staff to accomplish our student achievement goals.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

Consent Item D.4.3.
Prepared by Tim Larson
February 16, 2021

Approval to Renew Services with PowerSchool
(TalentEd) Records, Perform, and Sync for the
2021-2022 School Year

BACKGROUND:

The PowerSchool Group currently owns the formerly known PeopleAdmin company. The Unified Talent or TalentEd was Board approved on June 6, 2017. Phase I, referred to as “TalentEd Onboarding & Management”, was implemented in September 2017.

Santee School District has been successful in developing a robust digital personnel system using the TalentEd database and software systems. The Human Resources Department now processes the entire lifecycle of the employee electronically, from onboarding through to retirement. Human Resources staff have built virtually every aspect of an employee’s personnel needs into the TalentEd platform. The need for paper personnel files has been eliminated.

Phase II of the system implementation, known as “TalentEd Perform”, allows for the online management of individual employee evaluation timelines, observations, action plans, and access to electronic evaluation forms.

PowerSchool has continued to provide software, configuration training, and customer support for building, testing, and successfully utilizing the program. PowerSchool has provided a *Master Services Agreement* outlining general expectations.

RECOMMENDATION:

It is recommended that the Board of Education approve to renew services with Unified Talent (TalentEd) owned by PowerSchool for the 2021-2022 school year.

FISCAL IMPACT:

The annual estimated cost for the 2020-2021 service agreement will be \$33,947.17 and will be paid from the General Fund.

STUDENT IMPACT:

This is a personnel item.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

MAIN SERVICES AGREEMENT

January 1, 2021 version

THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S USE OF POWERSCHOOL PRODUCT(S) (AS DEFINED BELOW) AND IS AN AGREEMENT BETWEEN CUSTOMER AND THE APPLICABLE POWERSCHOOL CONTRACTING ENTITY SPECIFIED IN SECTION 1 BELOW. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, EITHER BY: (1) EXECUTING A QUOTE THAT REFERENCES THIS AGREEMENT; (2) BY EXECUTING A COPY OF THIS AGREEMENT DIRECTLY; OR (3) ACCESSING THE POWERSCHOOL PRODUCT(S). THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM "CUSTOMER," AS FURTHER DEFINED BELOW, WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE POWERSCHOOL PRODUCT(S).

1. DEFINITIONS.

1.1. *"Account Country"* is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

1.2. *"Agreement"* means this Main Services Agreement and all referenced exhibits.

1.3. *"Customer"* means the school, school district, or other entity that obtains subscription access to PowerSchool's Subscriptions Services or purchases PowerSchool Services.

1.4. *"Customer Data"* means all data, files, documents and records uploaded to a PowerSchool Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer. Customer Data is the property of Customer.

1.5. *"De-identified Data"* means data originally derived from Customer data where personally identifiable information and other similar attributes about such data have been removed so that no individual identification can be made.

1.6. *"Documentation"* means all written user information, whether in electronic, printed, or other format, delivered or made available to Customer by PowerSchool with respect to PowerSchool Product(s), now or in the future, including

instructions, manuals, training materials, and other publications that contain, describe, explain, or otherwise relate to PowerSchool Product(s).

1.7. *"Embedded Applications"* means software developed by third parties that resides within the software developed by PowerSchool as part of the PowerSchool Product(s) and performs a very specific set of functions, pursuant to [Exhibit E \(Product Specific Terms\)](#).

1.8. *"Hosting Services"* means the hosting of the Customer's on-premises Subscription Service(s) and Embedded Applications by PowerSchool or its hosting providers from a server farm that is comprised of application, data, and remote access servers used to store and run the PowerSchool Product(s) and Embedded Applications, including associated offline components, as further detailed in [Exhibit C \(Hosting Services Policy\)](#).

1.9. *"Intellectual Property Rights"* means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

1.10. *"Licensed Site(s)"* means the internet address of the web-based, PowerSchool Products(s) whether hosted as a SaaS solution or hosted on-premises by the Customer for their

third-party vendor listed on a PowerSchool Quote.

1.11. "Party" means either the PowerSchool Contracting Entity or the Customer of the PowerSchool Product(s).

1.12. "Parties" means the PowerSchool Contracting Entity and the Customer of the PowerSchool Product(s).

1.13. "PowerSchool Contracting Entity" "PowerSchool" means the entity identified in the table below, based on your Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive,
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive,
Any other country that is not Canada or the United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

1.15. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

1.16. "Professional Services" means the services which may be further discussed and described through a Statement of Work or Quote, pursuant to [Exhibit B \(Professional Services Policy\)](#) of this Agreement.

1.17. "Provincial Reporting Code" or "PRC" means PowerSchool Product(s) that may be available only to Canadian-based Customers to assist Customer in meeting specific provincial reporting requirements and that is designated as Provincial Reporting Code by PowerSchool.

1.18. "Quote" means PowerSchool's standard order form that (i) specifies the PowerSchool Product(s) and other Services provided to Customer; (ii) references the applicable agreement; and (iii) is signed or incorporated to a signed agreement by authorized representatives of both Parties.

1.19. "SaaS" means the acronym for the phrase "software as a service."

1.20. "Services" means any combination of the following: a) on-premises Hosting Services, and/or b) Professional Services.

1.21. "PowerSchool Product(s)" means any Subscription Service(s) or Services provided to Customer or described on a Quote.

1.22. "Subscription Service(s)" means all PowerSchool SaaS software applications (including Embedded Applications), any subsequent versions of the same and all related Documentation provided to Customer pursuant to this Agreement, now or in the future; provided, however, that Subscription Services does not include any Third-Party Software and do not apply to perpetual licensed-versions of the PowerSchool software applications. Subscription Service(s) are offered via subscription licenses where services are hosted either by or on behalf of PowerSchool; or in servers on the Customer's premises as identified on the applicable Quote.

1.23. "Support Services" is defined in [Exhibit A \(Support Policy\)](#).

1.24. "State Reporting Code (or SRC)" means PowerSchool Product(s) that may be available to Customer to assist Customer in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.25. "Statement of Work" or "SOW" means any Professional Services project made between the Parties which references and incorporates the terms of this Agreement, and sets out the details of a particular project, including, without limitation, any applicable (i) methodologies; (ii) project responsibilities; or (iii) estimated or actual pricing.

1.26. "Term" means the duration of the Agreement as described in section 11.1.

1.27. "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than the PowerSchool Contracting Entity and is not licensed by PowerSchool. Third-Party Software will not include Embedded Applications as defined herein. For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Service(s), whereas PowerSchool is not the licensor of Third-Party Software.

1.28. "Transaction Data" means system usage information of a User(s) who progresses through the applications and functions of a PowerSchool Product(s).

1.29. "User(s)" means individuals authorized by the Customer who access PowerSchool Product(s). User(s) will include authorized representatives of the Customer, teachers, students, parents and/or student guardian(s), and applicants as applicable to the respective PowerSchool Product(s).

2. POWERSCHOOL PRODUCT SUBSCRIPTION. The type of subscription applicable to Customer will be specified in the Quote.

2.1 SUBSCRIPTION SERVICE(S). Subject to this Agreement and the applicable portions of the Privacy Policy located at <http://www.powerschool.com/privacy>, as such policies may be updated from time to time, PowerSchool will (a) make the Subscription Service(s) available to the Customer and for the contracted quantity at each Licensed Site(s) to and in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard support for the Subscription Service(s) to Customer and User(s), and upgraded support if purchased, as described in [Exhibit A \(Support Policy\)](#); (c) use commercially reasonable efforts to make the Subscription Service(s) available, except for: (i) planned downtime (of which PowerSchool will give advance electronic notice), and (ii) any force majeure event as described in Section 14.3.2 (Force Majeure), internet service provider failure or delay, Third-Party Software, or denial-of-service attack; and (d) provide the Services in accordance with PowerSchool's policies, existing laws, and government regulations applicable to PowerSchool's provision of its Subscription Service(s) to its customers generally (i.e., without regard for Customer's particular use of the Subscription Service(s)). All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.2 On-Premises Subscription. Where the Customer contracts for an on-premises deployment of a Subscription Service(s), PowerSchool, during the term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service(s) specified in PowerSchool's Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote as set forth in **Section 7** (Pricing, Enrollment Increases) of this Agreement. As part of the Subscription Service(s), PowerSchool will provide the Support Services and Professional Services mutually agreed upon via a Statement of Work. Subscription Service(s) will only be used as expressly authorized by this Agreement. All rights not expressly granted to Customer

herein are expressly reserved by PowerSchool.

2.3 Restrictions on Subscription Service(s). Customer will not allow PowerSchool Product(s) to be accessed by third parties without PowerSchool's prior written consent.

2.3.1 Customer will use the PowerSchool Product(s) only for the internal purposes of Customer and not: (a) to store or transmit malicious code, (b) interfere with or disrupt the integrity or performance of PowerSchool Product(s) or third-party data contained therein or any systems or networks; (c) violate the regulations, policies, or procedures of such networks used with the PowerSchool Product(s), or (d) attempt to gain unauthorized access to a PowerSchool Product or its related systems or networks, the PowerSchool data, or the data of any other PowerSchool Customer.

2.3.2 In no event may PowerSchool Product(s): (a) be used other than at the Licensed Sites; (b) exceed the maximum quantity for the PowerSchool Product(s) as stated in the Quote without additional payment; (c) be used to perform service bureau functions for third parties, or to process or manage data for websites other than the Licensed Sites; (d) be made available via a network or otherwise to any school, school district, or third party other than the Licensed Sites; or (e) be accessed independently from PowerSchool provided tools for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

2.3.3 Customer will ensure its User(s) will not, and itself will not, whether through any affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the PowerSchool Product(s); (b) decipher, decompile, disassemble, reverse assemble, decrypt, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise;

(c) write or develop any derivative works based upon the PowerSchool Product(s). To the extent permitted by applicable law, Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the PowerSchool Product(s), and notify PowerSchool promptly of any such unauthorized access or use. Customer will not transfer, assign, provide, or otherwise make PowerSchool Product(s) or Services available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties, or obligations by Customer in violation of this Agreement will be void.

3. PROPRIETARY RIGHTS

3.1 Intellectual Property Rights.

PowerSchool alone owns all rights, titles, and interests, including all related Intellectual Property Rights, in and to the PowerSchool Product(s) and Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s) and Services, or the Intellectual Property Rights owned by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith.

3.2 Trademarks. The PowerSchool name, the PowerSchool logo, other owned brands, and registered marks, product names associated with the PowerSchool Product(s) and any other marks, logos, designs, sound, trade dress, etc. are trademarks of PowerSchool, and no right or license is granted by this Agreement to their use.

3.3 Confidentiality. To the extent allowed under applicable law, Customer agrees that the terms of this Agreement, including all pricing for PowerSchool Product(s) and Services, must be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool. Customer agrees that PowerSchool may publicly refer to Customer (both in writing and orally) as a

client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations. Customer agrees to keep PowerSchool Product(s) confidential and to prevent unauthorized disclosure or use of PowerSchool Product(s) in Customer's possession. Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any PowerSchool Product(s) for which PowerSchool makes available passwords or other user identification technology to access such Subscription Service(s), Customer will advise all User(s) of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared. Customer is solely responsible for maintaining the confidentiality of each username and password used and is solely responsible for any and all activities that occur under all Customer accounts. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security. PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge. PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to PowerSchool in connection with the performance of Services, and to use such Customer confidential information solely for purposes of performing Services hereunder. De-identified Data and Transaction Data used by PowerSchool for internal research and improvement of PowerSchool Product(s) is not subject to this section's confidentiality obligations. While PowerSchool will not rent or sell information for marketing purposes and will not share or sell Customer data with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use, copy, and/or combine with any De-identified Data. PowerSchool will require its employees, agents, and subcontractors performing work hereunder to enter into a written agreement with PowerSchool that imposes obligations

that are substantially similar to those imposed on PowerSchool hereunder. For purposes of this Section, "Customer Confidential Information" means any Customer Data belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section will not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Customer to any third party at any time. Customer grants to PowerSchool a non-exclusive, royalty-free license to use Customer's equipment and software solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

3.4 Public Record Act. Notwithstanding anything herein to the contrary in section 3.3, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, PowerSchool will work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure.

3.5 Customer Data Security and Privacy. PowerSchool will abide by its policy, as set forth in [Exhibit D \(Data Privacy and Security Policy\)](#) with respect to the security and privacy of its Customer's data within the PowerSchool Product(s).

3.6 Use of Feedback. Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or User(s).

4. SUPPORT AND OTHER SERVICES. As part of the Subscription Service(s), PowerSchool will provide the Support Services set forth in [Exhibit A \(Support Policy\)](#) and Professional Services mutually agreed upon via a Statement of Work pursuant to [Exhibit B \(Professional Services Policy\)](#).

5. FEES AND TAXES. Customer agrees to pay PowerSchool, in accordance with payment

terms on the PowerSchool Quote and invoice, the fees charged for the PowerSchool Product(s) and related Services and/or other items ordered by Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use, or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. If Customer claims tax-exempt status, Customer agrees to provide evidence of such tax exemption to PowerSchool. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer will be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Customer will pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN-SOURCE SOFTWARE. Third Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Third-Party Software is not owned or supported by PowerSchool. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party's terms and conditions, and not by PowerSchool. For clarity, PowerSchool is the licensor for Embedded Applications to Customer as part of Subscription Services, whereas PowerSchool is not the licensor of Third-Party Software. PowerSchool will have no obligations regarding any Third-Party Software. Further, PowerSchool will not be responsible for providing support: (i) for problems caused by Customer's use of or access to the PowerSchool Product(s) other than as intended; (ii) for any use in violation of this Agreement; or (iii) for any unauthorized modifications made to the PowerSchool Product(s) by Customer or any third party. In

the event the need for Support Services provided are traced to a Customer's or a third party's actions, unauthorized use, or system changes; fees and expenses for said Support Services may be billed to Customer at PowerSchool's then current rates which Customer will promptly pay. Only Section 5, 6, 9 and 12 of this Agreement apply to Third-Party Software. In addition, PowerSchool Products(s) may contain Embedded Applications. If any additional license terms are identified in [Exhibit E \(Product Specific Terms\)](#), Customer will comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open-source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open-source licensing terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open-source software component is licensed under terms that permit Customer to modify such component, and if Customer does modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

7. PRICING; ENROLLMENT INCREASES.

Pricing for access to PowerSchool Product(s) is based on the quantity identified in the applicable Quote. If Customer accesses PowerSchool Product(s) with more than the quantity identified in the applicable Quote, then PowerSchool may submit an amended invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance in accordance with the terms of the applicable invoice. Any such increase in quantity will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per individual license and support fees for PowerSchool Product(s) by Customer's additional User count. Customer's subsequent Support Services invoices will be based on the increased Users as well.

8. COMPATIBLE PLATFORMS/HARDWARE.

Where applicable, Customer will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the

PowerSchool Product(s) and all charges related thereto. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access PowerSchool Product(s). PowerSchool will not be responsible for any incompatibility between PowerSchool Product(s) and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Product(s). PowerSchool will make written requirements available to Customer at Customer's request.

9. LIMITED WARRANTY.

PowerSchool warrants that the media on which Subscription Service(s) is recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Customer's exclusive remedy under this Section will be replacement of the defective media. PowerSchool warrants that for Subscription Service(s) during an applicable subscription term (a) this Agreement, the Quote, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's data, (b) PowerSchool will not materially decrease the overall security of Subscription Service(s), and (c) PowerSchool will not materially decrease the overall functionality of the Subscription Service(s). For any claimed breach of a warranty above, the Customer and PowerSchool agree to first negotiate a resolution in good faith; and, if necessary, refer the matter to senior representatives of each Party for timely resolution.

10. DISCLAIMER OF OTHER WARRANTIES.

POWERSCHOOL PRODUCT(S) ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 9), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL PRODUCT(S) WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL PRODUCT(S) OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL PRODUCT(S) WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE POWERSCHOOL PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. CUSTOMER AGREES THAT THE USE OF POWERSCHOOL PRODUCT(S) IS AT CUSTOMER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the date the Customer first executes this Agreement or a Quote incorporating the same; and continues until the later of five (5) years from the Effective Date; or the end date for any and all PowerSchool Product(s) or Services governed by this Agreement.

11.2 Subscription Term. The subscription term of each license for Subscription Service(s) will be as specified in the applicable Quote, which specifies a start and end date. Except as otherwise specified in a Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

11.3 Suspension. PowerSchool will have the right to suspend performance of certain obligations under this Agreement in the event where Customer is notified that an objective security threat arises so great as to warrant immediate action by

PowerSchool to protect the security of Customer data and the PowerSchool systems.

11.4 Termination for Breach. Either party will have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this Agreement immediately upon written notice in the event that Customer breaches any of its obligations under Section 2 (PowerSchool Product Subscription) or **Section 3** (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of **Section 3** could result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

11.5 No Termination for Convenience. Customer is not entitled to terminate this Agreement for any reason other than for the specific reasons set out in this Agreement or as expressly mandated by law. No termination for convenience will be permitted.

11.6 Termination for Non-Appropriation. The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the PowerSchool Product(s) and Services captured in an applicable Quote that are the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated. Customer will be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated (a) immediately after Customer receives notice of such non-appropriation; and (b) at

least thirty (30) days prior to the effective date of such termination. Customer will not utilize this clause as a right to terminate any Quote nor this Agreement for convenience. PowerSchool reserves the right to seek documentation evidencing such non- appropriation of funds.

11.7 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12, 13 and 14 will survive termination of this Agreement. Immediately upon any termination of Subscription Service(s) under this Agreement, Customer will, at its own expense, either return to PowerSchool or destroy all copies of such PowerSchool Product(s), and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Product(s) have either been destroyed or returned to PowerSchool. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the contract or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote, as actual damages being impossible to calculate. This clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's breach in accordance with Subsection 11.4 herein, or (b) as a result of non-appropriation of funds in accordance with Subsection 11.6 herein.

12. LIMITATION OF LIABILITY. POWERSCHOOL WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICE(S), SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT(S) ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO POWERSCHOOL PRODUCT(S) EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUBSCRIPTION SERVICE(S), SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.

13. INDEMNIFICATION.

13.1. Indemnification by PowerSchool.

Subject to Section 12 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third party alleging infringement of any Intellectual Property Rights as to the PowerSchool Product(s), provided that PowerSchool will have received from Customer (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable and necessary cooperation of Customer.

If Customer's use of the PowerSchool Product(s) is enjoined, PowerSchool may (i) substitute for the PowerSchool Product(s), a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool Product(s); or if (i) or (ii) are not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused

portion of the paid fee.

The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product(s) by anyone other than PowerSchool; (ii) combinations of the PowerSchool Product(s) with products or processes not provided or authorized by PowerSchool; or (iii) any unauthorized use, access, or distribution of the PowerSchool Product(s).

13.2. Indemnification by Customer. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer's access, use of and/or connection to the PowerSchool Product(s); (b) Customer's sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary Rights); (d) information Customer sent, submitted, electronically received, accessed, printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer's gross negligence or willful misconduct.

14. GENERAL PROVISIONS

14.1 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS DEPENDING UPON THE ACCOUNT'S COUNTRY LOCATION AS LISTED IN THE TABLE BELOW. THE VENUE LISTED IN THE TABLE WILL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION, SPECIAL PROCEEDING OR OTHER PROCEEDING AS BETWEEN THE PARTIES THAT MAY BE BROUGHT, OR ARISE OUT OF, IN CONNECTION WITH, OR BY REASON OF THIS AGREEMENT. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer

Information Transactions Act.

Account Country	Venue	Governing Law
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

14.2 Compliance Verification. During the term of the Agreement and for a period of one (1) year following its termination, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of the Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (b) make requested personnel, records, and information available to PowerSchool or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Customer must promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Product(s) and Services and interest fees related to usage in excess of the quantities purchased.

14.3 Amendment. This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

14.4 Force Majeure. Neither PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer to provide PowerSchool promptly and accurate

information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control.

14.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by PowerSchool of any provision of this Agreement must be in writing and signed PowerSchool and will not imply subsequent waiver of that or any other provision.

14.6 Payments. Customer agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Customer may have against PowerSchool. Specific payment terms may be captured on the PowerSchool Quote. Customer agrees that it will use its best efforts to cooperate with PowerSchool and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote.

14.7 Time to Bring Action. To the extent allowed under applicable law, Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

14.8 Notices. All notices under this Agreement must be in writing and delivered

by overnight delivery service or certified mail, return receipt requested, with a copy by email. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC,
Attn: General Counsel
150 Parkshore Drive,
Folsom, CA 95630**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

14.9 Assignment. Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees.

14.10 Facilities. Customer acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

14.11 Background Checks. Given the nature of the data we process, PowerSchool conducts thorough nationwide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a

background check of its employees before any assignment of services from PowerSchool to the Customer.

14.12 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules, or other limitations imposed by any government authority; nor (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

14.13 U.S. Government Restricted Rights. PowerSchool Product(s) is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire PowerSchool Product(s) only with those rights set forth herein.

14.14 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

14.15 Attorney Fees. In the event any court action is commenced by one party against the other with respect to any dispute arising out of this Agreement or any Quote or Statement of Work, the prevailing party will be entitled to recover its out-of-pocket and court costs and reasonable

attorney fees relating thereto. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners.

14.16 Security. Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with PowerSchool Product(s) when reasonably applicable. Customer must keep a record of completion certificates and PowerSchool may request to see them as part of compliance verification.

14.17 Entire Agreement. This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties' agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments. Together they constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to same. The

terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote incorporating this Agreement or by execution of the Agreement itself, supersedes all prior agreements, terms, etc. entered into by the Parties, the Parties'

agents, and/or the Parties' previous affiliates on PowerSchool Product(s) or Services. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy.

EXHIBIT A

SUPPORT POLICY

1. Definitions. Capitalized terms not defined herein have the meanings assigned to them in the Agreement between Customer and PowerSchool to which these Support and Services Policies (“Policies”) are attached. In addition, for purposes of these Policies, the following definitions will apply:

1.1 “Errors” means a reproducible failure of Subscription Service(s) to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service(s) in a proper operating environment and on hardware and system software sufficient to meet PowerSchool’s then-current minimum requirements, which are subject to change as New Versions are released. User(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Subscription Service(s), the Documentation, or both.

1.2 “Fix” means a patch, service pack or corrective update of Subscription Service(s) that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Subscription Service(s) in accordance with the applicable Documentation and developed by PowerSchool.

1.3 “New Products” means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Subscription Service(s) originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Subscription Service(s) originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement,

1.4 “New Version” means an updated version of Subscription Service(s) issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Subscription Service(s) that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Subscription Service(s).

1.5 “Support Services” means those support services described in Section 3.1 below that will be provided hereunder with respect to Subscription Service(s).

1.6 “Telephone and E-mail Support” means telephone and e-mail support services, available Monday through Friday, during PowerSchool’s normal business hours, exclusive of PowerSchool’s holidays, regarding Subscription Service(s).

2. Support Term; Fees. Support is provided as a part your purchased Subscription Service(s) listed on the Quote. Support with your Subscription Service(s) will continue with the duration of your purchase of a Subscription Service(s). For Support Services of an on-premise subscription Support will begin upon shipment (FOB PowerSchool’s place of shipment) of Subscription Service(s) (or, in the case of a when made available for download electronically, upon PowerSchool’s provision of the necessary licensing information to enable Customer to download Subscription Service(s) or launch date when access to the Subscription Service(s) is provided.

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Subscription Service(s). The scope of Support Services will be as follows:

3.1 Support. Support Services include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Customer is experiencing in using the Subscription Service(s); and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current

support subscription).

32 Custom Programs. For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that the Subscription Service(s) includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

EXHIBIT B

PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and party expectations supporting PowerSchool's provision of Professional Services to the Customer in connection with the solution provided pursuant to this Agreement.

1. Performance of Professional Services.

1.1. Statements of Work. For many professional services projects, PowerSchool will capture the project details in a signed statement of work (each a Statement of Work" or "SOW") setting forth the agreed upon scope of the professional service, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For professional services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

1.2 Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's services. Customer will, to the extent required in connection with the performance of PowerSchool's services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities, or data; (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's Professional Services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, all Professional Services will be deemed accepted upon delivery. Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's Notice provision.

2. Fees and Expenses. In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in a Quote, written acknowledgment of Customer's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Unless otherwise agreed, the Customer will also pay PowerSchool for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Customer's order will apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. If Customer pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Customer toward services rendered within such twelve (12) month period will be forfeited.

3. Training. PowerSchool reserves the right to limit the number of persons permitted to attend any training class based upon PowerSchool's current understanding of the project scope and past experience in executing these types of engagements.

4. **Changes to Project Scope.** Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work will result in a change order to such Statement of Work or a new Statement of Work. Any scope changes will be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.

5. **Services Cancellation.** Customer will pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Customer cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Customer's request.

6. **Ownership of Materials.** PowerSchool is the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports, or other deliverables (collectively, "Deliverables") created for or provided to Customer pursuant to any Professional Services, unless otherwise agreed to in writing. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, Customer will have a paid-up, royalty-free license to use such Deliverables for Customer's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any confidential information of a Customer incorporated into any Deliverable remains subject to the provisions of such Section.

7. **Data Loads.** For most Subscription Service(s), successful implementation requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If the Customer is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. PowerSchool will not directly access non-PowerSchool applications to assist the Customer in any data migration activity. Successful implementation is the shared obligation of both Parties.

EXHIBIT C

HOSTING SERVICES POLICY

1. Term; Fees. Hosting Services on-premises are available at an additional cost. For Hosting Services purchased concurrently with Customer's access to Subscription Service(s), Customer's initial Hosting Term will begin as of the start date listed on the signed Quote and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in the Quote, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Hosting Services as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Customer with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Customer (but in any event will continue providing Hosting Services for the balance of the current term for which Customer has prepaid for such Hosting Services). If notice of non-renewal is not given by either party, then PowerSchool will invoice Customer for the applicable renewal fees for a subsequent Hosting Term. If Customer's Hosting Term is terminated due to non-payment, and then PowerSchool subsequently reinstates Customer's access to Hosting Services, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Customer must pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Customer related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term.

2. Availability. Customer acknowledges that the Subscription Service(s) may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: a force majeure event as defined in the Agreement, the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Subscription Service(s) caused by Downtime, whether scheduled or not. The foregoing does not apply to non-production systems, such as test, training, and archival systems, which are available on an hourly basis.

3. Acceptable Use Policy. Customer acknowledges that PowerSchool does not monitor or police the content of communications or Customer data or its users' activities transmitted through the Subscription Service(s), and that PowerSchool will not be responsible for the content of any such communications or transmissions. Customer must use the Subscription Service(s) exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Customer agrees not to post or upload any content or data which: (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Customer. PowerSchool may suspend or terminate any User(s) access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such User(s) has violated the terms and conditions of this Agreement.

4. Security. In addition to complying with "Exhibit D: Security and Privacy", Customer will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Customer will comply with the user authentication requirements for use of the Hosting Services. Customer is solely responsible for monitoring its authorized User(s) access to and use of the

Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized User(s) to comply with the Agreement is a material breach by Customer, and PowerSchool will not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized User(s) if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred. POWERSCHOOL WILL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RELATED TO A SECURITY INCIDENT THAT IS CAUSED BY THE ACTS OR OMISSIONS, MISCONDUCT, NEGLIGENCE, OR FRAUD BY OR OF CUSTOMER OR ANY USER(S), EMPLOYEES, AGENTS, OR CONTRACTORS.

5. Data. Customer has sole responsibility for the legality, reliability, integrity, accuracy, and quality of the data it processes through and submit to the Hosting Services.

EXHIBIT D

DATA PRIVACY AND SECURITY

1. Ownership of Materials; Confidentiality; Compliance.

- 1.1. PowerSchool Materials.** All pre-existing proprietary data, materials and other intellectual property of PowerSchool that is provided to Customer by PowerSchool in connection with the performance of this Agreement (collectively, “**PowerSchool’s Pre-existing Intellectual Property**”) will remain PowerSchool’s property, except where any written or other tangible materials or customizations delivered to Customer under a specific Statement of Work and Quote is licensed differently.
- 1.2. Customer Data.** PowerSchool will maintain all Customer Data in strict confidence and will not disclose any such Customer Data, or copies thereof, to any person or entity other than Customer’s legal counsel or Customer’s designated contact, or pursuant to the Agreement. The data shared pursuant to this Agreement, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research. Should PowerSchool, either during or following termination of the Agreement, desire to use any Customer Data for its own purposes not contemplated in this Agreement, it must first obtain the prior written approval of Customer. Customer Data will not include De-identified Data and Transaction Data.
- 1.3. Ownership.** PowerSchool acknowledges that Customer and User(s) retain full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool’s Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child’s parent/guardian. PowerSchool agrees not to edit or use any information or content, including any Customer Data, generated or obtained from Customer or User(s), whether submitted on PowerSchool’s Site or otherwise obtained, unless: (1) integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to this Agreement, or (2) written consent is first procured from and through the Customer.
- 1.4. Compliance.** The Parties acknowledge that Customer Data may include personal information from education records that are subject to applicable privacy and data security laws of the applicable jurisdiction. Where required, Customer acknowledges it has obtained all appropriate consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct data processing services on such Customer Data on behalf of the Customer. Where requested, PowerSchool will execute and append the applicable standard contractual clauses to support data transfer from data controllers to PowerSchool as a data processor.
- 1.4.1. Canada.** For engagements with Customers and Users located in Canada and any of its provinces, the Parties acknowledge such Customer Data will be subject to public sector or private sector data protection laws, as applicable, including the Personal Information Protection and Electronic Documents Act, and any substantially similar provincial law. As an example, if the province of Ontario, the Education Act, RSO 1990, c.E.2, Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A., Municipal Freedom of Information and Protection of Privacy Act RSO 1990, c.M.56 and the Protection of Personal Information and Electronic Documents Act S.C. 2000, c. 5.
- 1.4.2. United States.** For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that (i) Customer Data may include

personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, as amended (“FERPA Records”); and (ii) to the extent that Customer Data includes FERPA Records, PowerSchool will be considered a “School Official” (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each Party represents and warrants to the other Party that it will comply with all provisions of FERPA applicable to such party’s performance hereunder. Further, the Parties also acknowledge that applicable Customer Data may include personally identifiable information from children under the age of 13, subject to the Children’s Online Privacy Protection Act and related regulations (“COPPA”). Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary. Customer further acknowledges that it has read, fully understands, and agrees to abide by PowerSchool’s Privacy Policy, available at www.powerschool.com/privacy and as may be revised from time-to-time, incorporated by reference herein.

1.4.3. European Union. For engagements with Customers and User(s) located in the member countries of the European Union and the European Economic Area, the Parties acknowledge applicable Customer Data will be subject to the General Data Protection Regulation (GDPR), as amended with enforcement from the European Data Protection Board through EU and EEA national data protection authorities, and the European Data Protection Supervisor (EDPS).

1.4.4. United Kingdom. For engagements with Customers and User(s) located in the United Kingdom after December 31, 2020, the Parties acknowledge applicable Customer Data will be subject to the United Kingdom General Data Protection Regulation, and Data Protection Act of 2018, as amended, along with will regulations such as the Pupils’ Educational Records Regulation 2003 (Scotland); the Public Information Regulations 2011 (Wales); and the Education Regulations (Northern Ireland) of 2009, as amended, and as enforced by the Information Commissioner.

1.4.5. Switzerland. For engagements with Customers and its User(s) located in Switzerland, the Parties acknowledge applicable Customer Data will be subject to the Swiss Federal Data Protection Act, to be replaced with the Swiss Data Protection Act 2020 (DPA).

1.5. PowerSchool will safeguard and keep confidential personal or sensitive information obtained from the User(s), including, but not limited to, personally identifying information such as the name, email address or screen name of the User(s).

1.6. PowerSchool may access and use Customer Data on a need-to-know basis and only as expressly authorized by Customer for the sole and express purpose of fulfilling its obligations under this Agreement and any applicable Quote or Statement of Work. Any such access or use of Customer Data by PowerSchool shall be to the minimum extent necessary and only for PowerSchool to fulfill its obligations under this Agreement and any applicable Quote or Statement of Work. PowerSchool shall reasonably cooperate and assist Customer in connection with access requests, inquiries and complaints regarding Customer Data from the individual to whom the data relates or data protection authorities.

1.7. The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

1.8. PowerSchool will not disclose (and will not instruct any of its employees or subprocessors to disclose) in any manner whatsoever any Customer Data to any third party unless: (i) such disclosure is required in order for PowerSchool to perform its obligations pursuant to this Agreement and any applicable Quote or Statement of Work; (ii) such disclosure is permitted under applicable privacy laws; and (iii) the third party agrees, in writing, to protect the confidentiality and security of Customer Data. If PowerSchool becomes legally compelled to disclose any of Customer Data, PowerSchool will to the extent permitted by law provide Customer with prompt written notice thereof prior to disclosure.

2. Return and Disposition of Data.

- 2.1.** Upon written request and in accordance with the applicable terms in **Sections 2.2 or 2.3**, below, PowerSchool will dispose or delete all Customer Data within a commercially reasonable time-period when it is no longer needed for the purpose for which it was obtained. Customer must inform PowerSchool when Customer Data is no longer needed. Disposition will include (1) the shredding of any hard copies of any Customer Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, within ten (10) calendar days of receipt of said request, as commercially reasonable. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service request is submitted by the Customer during the term. PowerSchool will promptly provide a copy of the Customer Data in PowerSchool's possession at termination or expiration of the Agreement and will certify in writing delivery to Customer.
- 2.2.** Partial Disposal During Term of this Agreement. Throughout the Term of this Agreement, Customer may request partial disposal of Customer Data that is no longer needed. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer to transfer any Customer Data in question, so long as it is commercially reasonable to do so. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer. All transfers must comply with applicable law. PowerSchool is not liable or in breach of this Agreement when it denies a transfer it reasonably believes is not in compliance with the law. Any transfer made on Customer's written request that such transfer is compliant with the law requires Customer to fully indemnify, defend, and hold harmless PowerSchool from complying with Customer's instructions.
- 2.3.** Complete Disposal Upon Termination of this Agreement. Upon termination of this Agreement, PowerSchool will dispose of or delete all Customer Data within a commercially reasonable time period following termination; provided, however, in no event will PowerSchool dispose of Customer Confidential information pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data needs not be transferred to a separate account.
- 2.4.** Transfer to Succeeding Vendor Upon Termination. Upon termination, or upon a party's receipt of effective notice of termination, of this Agreement, PowerSchool will, if so requested by Customer, securely transfer all Customer Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool. PowerSchool will have no obligation to transfer Customer Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Data in a manner that is agreed upon

as industry standard. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer.

3. **Data Security.** PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices for digital storage of sensitive personal data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:
 - 3.1. **Passwords and Employee Access.** PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the Agreement, and only on terms consistent or exceeding the data security measures required by this Agreement between the Parties.
 - 3.2. **Security Protocols.** The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to this Agreement in a secure digital environment and will not copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of data requests by Customer.
 - 3.3. **Employee Training.** PowerSchool will provide periodic security training to those of its employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.
 - 3.4. **Security Technology.** PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to this Agreement in an environment using a firewall that is updated according to industry standards.
 - 3.5. **Security Coordinator.** PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to this Agreement upon written request.
 - 3.6. **Sub-processors Bound.** PowerSchool will enter into written agreements whereby sub-processors agree to secure and protect Customer Data in a manner consistent with the terms of this **Section 3**. PowerSchool will periodically conduct or review compliance monitoring and assessments of sub-processors to determine their compliance with this **Section 3**. For the purposes of this Agreement, the term "sub-processor" means a party other than Customer or PowerSchool, whom PowerSchool uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Customer Data.
 - 3.7. **Periodic Risk Assessment.** PowerSchool further acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and remediate any identified security and privacy vulnerabilities in a timely manner.
 - 3.8. PowerSchool will follow its established access security policies to support the physical security of the Customer Data against such risks as unauthorized access, collection, use, disclosure or disposal, loss or modification. Such security arrangements will include, without limitation, reasonable technical, physical, and administrative safeguards.

- 4. Data Breach.** In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding seventy-two (72) hours. In the event Customer Data is confirmed to have been accessed or obtained by an unauthorized individual or third party and PowerSchool becomes aware of and objectively confirms the presence of any unauthorized or improper access to, use of and disclosure of any Customer Data, in its possession or under its care and control on behalf the Customer in violation of applicable breach notification laws (each a “**Breach**”), PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding forty-eight (48) hours. PowerSchool agrees to comply with all reasonable requests from Customer in relation to such Breach and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.
- 5. Breach Process.** In the event of a Breach, PowerSchool will follow the following process:

 - 5.1.** The security breach notification will be written in plain language, will be titled “Notice of Data Breach,” and will present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
 - 5.2.** The security breach notification described above in **Section 4.1** will include, at a minimum, the following information:

 - 5.2.1. The name and contact information of Customer’s Designee or his/her designee for this purpose.
 - 5.2.2. A list of the types of Customer Data that were or are reasonably believed to have been the subject of a Breach.
 - 5.2.3. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification will also include the date of the notice.
 - 5.2.4. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 5.2.5. A general description of the Breach, if that information is possible to determine at the time the notice is provided.
 - 5.3.** PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to a Breach related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.
 - 5.4.** PowerSchool further acknowledges to have a written incident response plan that reflects best practices and is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data breach, breach of security, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.
 - 5.5.** If Customer requests PowerSchool’s assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co-operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether

such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected individual(s) of the unauthorized access, which will include the information listed in Sections 4.1 and 4.2, above.

If PowerSchool receives a request for access to any Personal Information from any person (other than Customer), PowerSchool shall promptly advise the applicant to make the request to Customer and, if Customer has advised PowerSchool of the name or title and contact information of a specific official of Customer to whom such requests are to be made, PowerSchool shall also promptly provide that official's name or title and contact information to the applicant.

PowerSchool shall not be entitled to, and hereby waives forever any and all rights to withhold any Customer Data from Customer to enforce any alleged payment obligation or in connection with any dispute relating to the terms of this Agreement and any Quote or Statement of Work or any other matter between Customer and PowerSchool. The Customer is not entitled to, and hereby waives forever any and all rights to withhold payment from PowerSchool for any undisputed outstanding invoices not expressly agreed to by PowerSchool in writing.

EXHIBIT E

PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain products or services of PowerSchool. Such terms do not apply to all PowerSchool products in general.

1. TERMS RELATING TO EMBEDDED APPLICATIONS

1.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

The Oracle Software may only be used in conjunction with the Subscription Services and solely for Customer's internal business purposes.

- a) Oracle USA, Inc. ("Oracle") will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customer's use of Subscription Services or the Oracle Software.
- b) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- c) Customer will be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
- d) Customer's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
- e) Oracle will be a third-party beneficiary of this Agreement.
- f) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement.

1.2 GPL Software. Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("GPL"). Customer may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Subscription Services.

1.3 Illuminate. The following terms are applicable to a certain Embedded Application known as Illuminate (the "Illuminate Software") provided by Illuminate Education, Inc. ("Illuminate"):

- a) **LICENSE GRANT:** The LICENSEE is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through Licensor's platform within the State in which the Licensee is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Illuminate Content (referred to herein as the "Illuminate Content", "Item Bank", or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as "Items") to students registered within the Licensee's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). The Licensee is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to the Licensee under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, the Licensee acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein, and all modifications and derivative works created there from. The Licensee's rights to access and use the Item Bank, the Items and all

modifications and derivative works thereof shall terminate upon the earlier of: (i) termination of the agreement between the Licensee and Licensor granting this License; or (ii) termination of Licensor's right and license to distribute the Item Bank. Licensee acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate's proprietary rights.

b) Throughout the term of the License Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items and/or passages from the Item Bank.

c) Data Extracts. Illuminate shall have the option to request data files for the Licensor containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content. With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).

d) ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY. ILLUMINATE REPRESENTS THAT IT HASA THE RIGHT TO GRANT THIS LICENSE. ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

e) ILLUMINATE WILL HAVE NO LIABILITY UNDER THE LICENSEE'S AGREEMENT WITH LICENSOR. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF THE LICENSEE PURSUANT TO THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

- 1.4 Employee Records – Contracts Only License.** If Customer purchased “Unified Talent Contract Management Express,” Customer’s use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased “Unified Talent Records,” PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution. PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased “Unified Talent Contract Management Express” but did not appropriately limit its use to the Contracts feature, as set out herein.

2. STATE OR PROVINCIAL REPORTING CODE. PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Customer’s state or province, as applicable. If PowerSchool does offer SRC or PRC for Customer’s state or province, Customer acknowledges that the SRC or PRC is intended as a tool to assist Customer in complying with state or provincial regulatory requirements; however,

PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or



PRC will ensure Customer's compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Customer's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

3. HARDWARE. If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third-party software being purchased by Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool will have no liability whatsoever in connection with such claims.

Item E. DISCUSSION AND/OR ACTION ITEMS

Agenda Item E.

BACKGROUND:

At the February 2 meeting, the Board of Education approved the following local criteria for the integration of student cohorts. However, the Board asked that the Santee Zip Code case rate criterion be discussed again at this meeting due to the variability in County data updates.

- Santee Zip Code (92071) case rate is less than or equal to 7.0 for three consecutive weeks
- Santee School District “case rate” is also less than or equal to 7.0 for three consecutive weeks
- All schools have remained open for in-person learning for the past three weeks
- Vaccinations are available to Phase 1B-Tier 1 (those at risk of exposure at work in the Education sector), for three weeks

Tonight, Administration will provide the Board of Education with a District COVID-19 update and the status of the local criteria for the integration of student cohorts, otherwise known as full, in person return.

RECOMMENDATION:

Administration recommends the Board of Education discuss the criteria for the integration of AM/PM student cohorts. Any action is at the discretion of the Board.

Discussion and/or Action Item E.2.1. Measure S Independent Citizens Oversight Committee Annual Report

Prepared by Karl Christensen
February 16, 2021

BACKGROUND:

On October 15, 2019, the Board approved and convened the new Independent Citizens Oversight Committee (ICOC) to oversee expenditure of the Measure S Bond Funds. One of the duties of the ICOC is to produce an Annual Report and present it to the Board of Education and the Community.

In the past, the ICOC Annual Report has been one document that served as both a report to the Board and a report to the Community. The ICOC, in consultation with Dale Scott, financial advisor to the District, decided to split the Annual Report into two parts and two documents; one for the Board of Education and the other for the Community.

Linda Vail, chair of the ICOC, will present the 2020 Annual Board Report and a draft of the Community Report for Board consideration. There are several options for distributing the Community Report, each with varying costs. Administration is seeking direction from the Board on which distribution method(s) to use.

RECOMMENDATION:

It is recommended that the Board of Education accept the 2020 Annual Board Report of the Measure S Independent Citizens Oversight Committee and approve distribution of the Annual Community Report.

This recommendation supports the following District goal:

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

\$15.37 in General Obligation Bond Proceeds

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

Discussion and/or Action Item E.2.2.
Prepared by Karl Christensen
February 16, 2021

Scope of Work and Cost for Improvements to
Chet F. Harritt Front Entrance

BACKGROUND:

The Guaranteed Maximum Price (GMP) for the Chet F. Harritt Learning Resource Center and Classroom Building Addition included a \$300,000 allowance for improvements to the front entrance of the main campus in order to improve security and visibility of entrants, as well as make it more prominent and noticeable from the parking lot.

Plans for the project have been submitted to the Division of State Architect for approval. Some upgrades for Americans with Disabilities Act (ADA) accessibility may be required. The project team will present information regarding the scope and probable costs in order to obtain Board direction.

RECOMMENDATION:

This is an information item. Action, if any, is at the discretion of the Board of Education.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The estimated costs will be presented at the meeting.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

Discussion and/or Action Item E.2.3.
 Prepared by Karl Christensen
 February 16, 2021

Furniture for New Buildings at Chet F. Harritt,
 PRIDE Academy, and Sycamore Canyon

BACKGROUND:

Bryce Storm, Director Facilities, Maintenance & Operations, has been working with the Principals at Chet F. Harritt, PRIDE Academy, and Sycamore Canyon to select the furnishings to be installed in the new buildings currently under construction. Below are the budgeted and allocated amounts for furniture, fixtures, and equipment for each of the projects compared with the quotes that are presented for Board of Education approval:

Description	CFH	PA	SC	Total
Total Project FF&E Budget	\$600,000	\$300,000	\$300,000	\$1,200,000
Total Allocated FF&E Budget	\$514,000	\$205,000	\$250,000	\$969,000
Total Furniture Allocation	\$245,000	\$95,000	\$95,000	\$435,000
Total Quotes	\$166,835	\$63,897	\$57,532	\$288,264

RECOMMENDATION:

It is recommended that the Board of Education approve the purchase of furniture for the new buildings at Chet F. Harritt, PRIDE Academy, and Sycamore Canyon.

his recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Learning Environment	Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning
✓	Fiscal Accountability	Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility

FISCAL IMPACT:

The fiscal impact is \$288,264 from Capital Improvement Program Funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.3.

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

Board Policies and Bylaws Item F.1.1.
Prepared by Dr. Kristin Baranski
February 16, 2021

Second Readings: Revised Board Bylaws
(BB):

- BB 9223 – Filling Vacancies
- BB 9230 – Orientation of Candidates and New Board Members

BACKGROUND:

The attached revised Board Bylaws were updated to conform with California School Board Association’s (CSBA) language.

BB 9223 – Filling Vacancies

Bylaw updated to reflect governing boards to approve a board member's out-of-state absence for illness or urgent necessity for an unlimited duration. Updated bylaw also reflects current law which provides that, when an interim board member is appointed to fill an absence created by a member's military deployment that exceeds six months, the term of the interim member cannot extend beyond the return of the absent board member or beyond the next regularly scheduled election for that office, whichever occurs first.

BB 9230 – Orientation of Candidates and New Board Members

Bylaw updated to delete section on "Board Candidate Orientation" and move that material to BB 9220 - Governing Board Elections. Bylaw also clarifies that an orientation meeting must be conducted in open session if a majority of the members of the board will be discussing district business, provides examples of topics and materials to be addressed in the orientation, and provides information about CSBA trainings for new and first-term board members.

RECOMMENDATIONS:

It is recommended that the Board of Education adopt Revised Board Bylaws Filling Vacancies (BB 9223), and Orientation of Candidates and New Board Members (BB 9230), as presented in a second reading.

FISCAL IMPACT:

There is no fiscal impact to the district by revising this board policy.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

Events Causing a Vacancy

A vacancy on the Governing Board may occur by a failure to elect or for any of the following events:

1. The death of an incumbent. (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term. (Government Code 1770)
3. A Board member's resignation. (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including recall. (Government Code 1770; Elections Code 11384)
5. A Board member's ceasing to be ~~an inhabitant of the state or~~ a resident of the district. (Government Code 1770)
6. A Board member's absence from the state for more than 60 days, except in the following situations: ~~beyond the period allowed by law without the permission required by law.~~ (Government Code 1064, 1770)

~~No Board member shall be absent from the state for more than 60 days, except in any of the following situations: (Government Code 1064)~~

- a. ~~Upon district business of the school district~~ with the approval of the Board
- b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

- c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members, as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

- ~~d. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board for an additional period not to exceed 30 days.~~

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness sickness or when absent from the state with the permission required by law. (Government Code 1770)
8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office. (Government Code [1770, 3000-3003](#))
9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed. (Government Code 1770)
10. The decision of a competent tribunal declaring void a Board member's election or appointment. (Government Code 1770)
11. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code [1770](#))
- ~~11. The making of an order vacating a Board member's office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond. (Government Code 1770)~~
- ~~12. A Board member's commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; in this event, the office shall not be deemed vacant until the order of commitment has become final.~~

~~(Government Code 1770)~~ A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code [5090](#), [5326](#), [5328](#))

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs less than four months before the end of a Board member's term, the Board shall take no action to fill the vacancy. (Education Code 5093)
2. When a vacancy occurs four or more months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, [5093](#))
3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code [35107](#).

Provisional Appointments

~~When the special election described above is not required, the Board may make a provisional appointment. (Education Code 5091, 5093)~~ When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code [6061](#) and posted in at least three public places within the district. (Education Code [5092](#))

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

~~The procedure for selection of provisional appointee will be:~~

1. ~~Advertise the vacancy in area newspapers and posting in Santee City Hall and Public Library.~~
2. ~~Solicit applications or nominations of legally qualified, interested citizens.~~
3. ~~Provide candidates with Board information responsibilities.~~
4. ~~Announce names of candidates and accept public input either in writing or at a public meeting.~~
5. ~~Interview candidates at a public meeting.~~
 - a. ~~Every candidate who submits an application will be given three to five minutes to present why he/she feels he/she should be selected as the trustee for the district's Board.~~
 - b. ~~_____~~
 - c. ~~At the conclusion of the presentation by the candidates, the Board may choose to ask the candidates questions.~~
 - d. ~~At the conclusion of the presentations by all of the candidates, the Board will conduct an open discussion to determine candidates who will be nominated to fill the open seat on the Board.~~
6. ~~Select the provisional appointee by majority vote at a public meeting.~~

- a. ~~The Board president will ask each Board member who they would like to appoint to the vacant seat. At least two other Board members are required to concur about the proposed candidate in order for the candidate to be selected as a Board member.~~
- b. ~~The Board may decide to eliminate any candidate for consideration at any time after the presentation and interview.~~
- e. ~~Board members will conduct an open discussion on the final slate of candidates.~~
- d. ~~A Board member will make a motion to appoint a specific candidate. Once a second has been presented, the Board will vote.~~
- e. ~~Following the vote and assuming that a person has been selected, the Oath of Office may be administered at this meeting or at a future Board meeting designated by Board members.~~

~~In order to serve on the Board, a person must meet the eligibility requirements specified in Education Code 35107.~~

~~Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)~~

~~The notice shall contain: (Education Code 5092)~~

- 1. ~~The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation~~
- 2. ~~The full name of the appointee~~
- 3. ~~The date of appointment~~
- 4. ~~A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent of Schools within 30 days of the provisional appointment, it shall become an effective appointment~~

~~The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)~~

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Legal Reference:

EDUCATION CODE

5000-5033 Elections

5090-5095 Vacancies

5200-5208 Districts governed by boards of education 5300-5304 Elections

5320-5329 Order and call of election 5340-5345 Consolidation of elections 5360-5363 Election notice

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions, elections 35107 Eligibility of board members

35178 Resignation with deferred effective date ELECTIONS CODE

10600-10604 School district elections 11381-11386 Candidates for recall GOVERNMENT CODE

1064 Absence from state

1770 Vacancies: definition

3000-3002~~3~~ Forfeiture of office

3060-3075 Removal other than by impeachment

6061 One time notice

54950-54963 The Ralph M. Brown Act PENAL CODE

88 Bribery, forfeiture from office UNITED STATES CODE, TITLE 18

704 Military medals or decorations

ATTORNEY GENERAL OPINIONS

58 Ops. Cal. Atty. Gen. 888 (1975)

Management Resources:

CSBA PUBLICATIONS

Filling a Board Vacancy, rev. January 2008 December 2010

WEB SITES

CSBA: <http://www.csba.org>

California State Attorney General's Office, Quo Warranto Applications:-

~~<http://caag.state.ca.us/opinions/quo.htm>~~ http://ag.ca.gov/opinions/quo_warranto.php

Bylaw adopted: February 17, 2009

Revised:

SANTEE SCHOOL DISTRICT

Santee, California

The Governing Board recognizes the importance of providing all newly elected or appointed Board members with support and information to assist them in becoming effective members of the Board. Incoming Board members shall be provided an orientation designed to build their knowledge of the district and an understanding of the responsibilities of their position. Such orientation may include the provision of information, support, and/or training related to Board functions, policies, protocols, and standards of conduct.

As early as possible following the election or appointment of Board members, one or more orientation sessions shall be held during open meeting(s) of the Board. The Board president and the Superintendent or designee shall develop an agenda for the meeting(s) and shall identify resources that may be useful for incoming Board members.

Upon their election or appointment, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office. Additional information for incoming Board members may include, but is not limited to, Board bylaws related to the limits of individual Board member authority, the conduct of Board meetings, and other Board operations; governance standards for ethical conduct; legal requirements related to conflict of interest and prohibited political activity; protocols for speaking with district staff, members of the public, and the media; and publications on effective governance practices.

In addition, the Superintendent or designee shall provide incoming Board members with specific background information regarding the district, including, but not limited to, the district's vision and goals statements, local control and accountability plan and other comprehensive plans, student demographic data, student achievement data, district policy manual, district budget, and minutes of recent open Board meetings.

The Superintendent or designee may offer incoming Board members a tour of district schools and facilities, and may introduce them to district and school site administrators and other staff.

Board Candidate Orientation

~~The Governing Board desires to provide Board candidates with orientation that will enable them to understand the responsibilities of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities.~~

~~The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates have the same access as members of the public to district staff and information.~~

New Board Member Orientation

~~The Board and the Superintendent or designee shall help each new member elect to understand district operations and the Board's functions, policies and procedures as soon after election as possible. Incoming members shall be given a copy of the Brown Act and informed that they must conform to its requirements as if they had already assumed office. Incoming members shall also receive the district's policy manual and other materials related to the school system and Board member responsibilities.~~

~~Incoming members are encouraged to attend Board meetings and meet with the Superintendent or designee and Board president regarding their role and responsibilities. They also may, at district expense, attend workshops for newly elected members.~~

Legal Reference:

EDUCATION CODE

33360 Department of Education and statewide association of school district boards; annual workshops

33362-33363 Reimbursement of expenses; board member or member-elect

ELECTIONS CODE

13307 Candidate's statement

20440 Code of Fair Campaign Practices

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially:

54952.1 Member of a legislative body

54952.7 Copies of Brown Act to board members

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards for School Boards

The Brown Act: School Boards and Open Meeting Laws, rev. 2007 2014

School Board Leadership, 2007

The Brown Act: School Boards and Open Meeting Laws, rev. 2007 Guide to Effective Meetings, 2007

Professional Governance Standards, 2000 Maximizing School Board Leadership, 1996

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Becoming a Better Board Member: A Guide to Effective School Board Service, 2006

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov> National School Boards Association:

<http://www.nsba.org>

Bylaw adopted: February 17, 2009

Revised:

SANTEE SCHOOL DISTRICT

Santee, California

Board Policies and Bylaws Item F.1.2.
Prepared by Dr. Kristin Baranski
February 16, 2021

First Readings: Revised Board Bylaws (BB):

- BB 9250 – Remuneration and Reimbursement, Other Benefits
- BB 9310 – Board Policies
- BB 9320 – Meeting and Notices

BACKGROUND:

The attached revised Board Bylaws were updated to conform with California School Board Association’s (CSBA) language.

BB 9250 – Remuneration and Reimbursement, Other Benefits

Bylaw updated to delete material requiring the district to establish a minimum percentage of the Board meeting that must be attended in order for a Board member to receive compensation, give examples of authorized travel; and material on health and welfare benefits updated to (1) reflect current law which provides that the age at which a person ceases to be a dependent child is age 26 years or higher as specified in the health plan and (2) clarify the circumstances under which the district may offer health and welfare benefits to former Board members.

BB 9310 – Board Policies

Bylaw updated to address alignment of board policies with the district's vision, goals, and local control and accountability plan and add the concept of proactively addressing equity and equal access in board policies. Material rearranged to emphasize that policies are not operative if in conflict with applicable federal or state law or regulations or court decisions.

BB 9320 – Meeting and Notices

Bylaw updated to reflect AB 1344 which prohibits boards from calling special meetings to address the salaries, salary schedules, or other compensation of the superintendent, assistant superintendent, or other specified employees. Bylaw also reflects required added by AB 1344 to post the agenda for regular meeting and notice of a special meeting on the district website.

RECOMMENDATIONS:

Revised Board Bylaws Remuneration and Reimbursement, Other Benefits (BB 9250), Board Policies (BB 9310), and Meeting and Notices (BB 9320), are being presented for a first reading. Action, if any, is at the discretion of the Board.

FISCAL IMPACT:

There is no fiscal impact to the district by revising this board policy.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.2.

Remuneration

Each member of the Governing Board may receive a monthly compensation of \$240. (Education Code [35120](#))

~~Each member of the Governing Board may receive a monthly compensation of no more than \$240.~~

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation ([Education Code 35120](#)). ~~Any increase made pursuant to this section shall be effective upon approval by the Board. (Education Code 35120)~~

Board members are not required to accept payment for meetings attended.

~~If a member~~ Any member who does not attend all Board meetings during the month ~~he/she~~ is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings ~~he/she~~ attended, unless otherwise authorized by the Board in accordance with law. (Education Code [35120](#))

A member may be ~~paid~~ compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board. (Education Code 35120)

~~In order to receive compensation for attending any Board meeting, Board members shall be present for at least 50 percent of the meeting time.~~

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code [54952.3](#))

Reimbursement of Expenses

Board members shall be compensated at the monthly rate of \$125 for miscellaneous expenses incurred as authorized services for the district. Board members shall be reimbursed for traveling expenses incurred when performing services directed by the Board. ~~authorized in advance by the Board.~~ (Education Code [35044](#)) Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

~~The rate of reimbursement shall be the same rate specified for district personnel.~~

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee before the expense is incurred.

Board members may use district-issued credit cards while on official district business and consistent with the limits established for district personnel. Personal expenses shall not be charged on a district-issued credit card, even if the Board member intends to subsequently reimburse the district for the personal charges. Under no circumstances may personal expenses be charged on district credit cards.

Health and Welfare Benefits for Current Board Members

~~Board members may participate in the health and welfare benefits program provided for management and confidential district employees. of the district.~~

Health and welfare benefits for Board members shall be no greater than that received by the district's nonsafety employees with the most generous schedule of benefits. (Government Code [53208.5](#))

The district shall pay the premiums required ~~cost of all premiums required~~ for Board members electing to participate in the district's health and welfare benefits program to the same extent that it pays for district for management and confidential employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

Health and Welfare Benefits for Former Board Members ~~Benefits for Retired Board Members~~

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for former Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code [53208.5](#))

~~Because the district paid for health and welfare benefits for former Board members before January 1, 1994, any former Board member may continue to participate in the district's health and welfare benefits at the district's expense so long as that member satisfies all of the following conditions: (1) he/she has served in office after January 1, 1981, (2) his/her began term began before January 1, 1995, and (3) he/she has served for 12 or more years. These payments shall be made under the same terms as made for former Board members before January 1, 1994. (Government Code 53201)~~

The district shall pay the premiums for health and welfare benefits of any former Board member who served in office after January 1, 1981, began his/her term before January 1, 1995, and has served for 12 or more years. (Government Code [53201](#))

Any other former Board member who served at least one term may participate in the health and welfare benefits program at his/her own expense if coverage is in effect at the time he/she leaves office. (Government Code [53201](#))

~~Any former member whose first term of office began on or after January 1, 1995, and any other member retiring from the Board after at least one term, may continue the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)~~

Health and welfare benefits provided to a former Board member shall be extended, at his/her expense and at the same level, to his/her spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

Legal References on the following page.

Legal References:

EDUCATION CODE

~~1090 Compensation for members and mileage allowance-~~

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses for attendance at workshops

~~(Department of Education and CSBA workshops)~~

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board 35120 Compensation for services as member of governing board 35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

8314 Use of public resources

20322 Elective officers; election to become member

20420-20445 Membership in Public Employees' Retirement System: definition of safety employees

53200-53209 Group insurance

54952.3 Simultaneous or serial meetings; announcement of compensation

HEALTH AND SAFETY CODE

1373 Health services plan, coverage for dependent children

INSURANCE CODE

10277-10278 Group and individual health insurance, coverage for dependent children

UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

UNITED STATES CODE, TITLE 42

18011 Right to maintain existing health coverage

CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 Tax-sheltered annuities, definition of employee

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

91 Ops.Cal.Atty.Gen. 37 (2008)

83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Sample Expense and Use of Public Resources Policy Statement, January 2006

INTERNAL REVENUE SERVICE PUBLICATIONS

Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations, Publication 571, rev. February 2013

WEB SITES

CSBA: <http://www.csba.org>

Institute for Local Government: <http://www.ca-ilg.org>

Internal Revenue Service: <http://www.irs.gov>

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Adopted: April 17, 1979

Amended: April 7, 1992; October 17, 1995;

January 7, 1997, September 5, 2000

Reviewed: February 17, 2009

SANTEE SCHOOL DISTRICT

Santee, CA

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

The Board shall ensure that district policies align with the district's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements. No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy. shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

~~The Board shall review certain policies annually, as required by Education Code 35160.5:~~

- ~~• Complaints Concerning District Employees~~
- ~~• Probationary/Permanent Status~~
- ~~• Competence in Evaluation of Teachers~~
- ~~• Intradistrict Open Enrollment, and~~
- ~~• Extracurricular and Cocurricular Activities.~~

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision statement, new goals in the local control and accountability plan, educational research or trends, an incident that has arisen in the district, or a recommendation or request from staff, a parent/guardian, or other interested person. ~~or goals, educational~~

~~research or trends, or a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the district or a recommendation or request from staff or other interested persons.~~

2. As needed, the Superintendent or designee shall gather fiscal ~~and other~~ data, staff and public input, related district policies, sample policies from the California School Boards Association or other organizations or agencies, and other useful information and data to fully inform the Board about a particular ~~the~~ issue.
3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, ~~how the proposed policy may affect student learning,~~ community expectations, staff recommendations, and the expected impact of the policy on student learning and well-being, equity, governance, and the district's fiscal resources and operational efficiency. ~~fiscal impact, as well as the policy's impact on governance and operational efficiency.~~
4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.
5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

Only policies formally adopted by a majority vote of the Board ~~and recorded in the minutes of the Board meeting~~ shall constitute official Board policy.

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or the desire to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date if so designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own government consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding administrative regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve administrative regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

~~At any the time a policy is adopted, the Board and Superintendent or designee shall~~ may determine that progress reports to the Board on the implementation and/or effectiveness of the policy should be scheduled. If so, the Board and Superintendent or designee shall agree upon a timeline and, as applicable, measures for evaluating the effectiveness of the policy in achieving its purpose. ~~whether an evaluation of the policy should be scheduled and, if so, shall agree upon a timeline and measures for evaluating the effectiveness of the policy in achieving its purpose.~~

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. The policy manual shall be maintained electronically and/or by paper copy. ~~A copy of the policy manual shall be maintained at the district central office and at each school site. These copies shall be maintained either electronically or by paper copy.~~

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue. Policies shall be posted on the district's web site when required by law.

~~Suspension of Policies, Bylaws, and Administrative Regulations~~

~~Policies, bylaws, and administrative regulations may be suspended for a specific purpose and limited time by majority vote. Suspension of any policy, bylaw, or administrative regulation~~

shall undergo the following consideration:

1. Policies, bylaws, and administrative regulations shall be reviewed on their own merits rather than the circumstances of the moment.
2. The Board shall decide whether the policy, bylaw, or administrative regulation reflects the intent of the Board and the law. If so, the suspension will be denied and the policy, bylaw, or administrative regulation reaffirmed in the minutes.

The Superintendent may suspend all or part of any policy, bylaw or administrative regulation when it conflicts with state or federal law or regulations. The Superintendent shall report the suspension to the Board. The suspension shall be valid until the policy, bylaw or administrative regulation is rescinded, amended or reaffirmed.

No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

Management Resources:

WEB SITES

CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online), Policy Review Program, Individual District Policy Workshops, and GAMUT Meetings: <http://www.csba.org>

CSBA PUBLICATIONS

Targeting Student Learning: The School Board's Role as Policymaker, 2005

Maximizing School Board Leadership: Policy, 1996

WEB SITES

CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online™), Policy Audit Program, Individual District Policy Workshops, Agenda-Online, and Manual Maintenance: <http://www.csba.org/ps>

National School Boards Association: <http://www.nsba.org>

Bylaw adopted: February 17, 2009
Revised:

SANTEE SCHOOL DISTRICT
Santee, California

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location, place to hear, discuss, or deliberate or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

~~Except as otherwise authorized by law, direct communication, personal intermediaries, and technological devices shall not be used by a majority of Board members to develop a collective concurrence as to an action to be taken by the Board on any item of district business. (Government Code 54952.2)~~

In order to help ensure participation of individuals with disabilities at Board meetings in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

~~Meeting notices and agendas shall specify that any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)~~

~~Each agenda shall also list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)~~

Regular Meetings

The Board shall hold two (2) regular meeting(s) each month. Regular meetings shall be held at 7:00 p.m. on the first and third Tuesday of the month at the Santee School District Educational Resource Center.

~~The Board shall hold two regular meetings each month. Date, time, and place of these meetings shall be established at the annual organizational meeting.~~

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location ~~place~~ of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to ~~he/she~~ notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. ~~A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment.~~ Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more

detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Hearings

~~The Board may occasionally convene public hearings at which no Board action is to be taken. Such hearings are held solely to allow the Board and members of the public to receive information. A hearing may take place immediately prior to a Board meeting.~~

~~If a quorum of Board members is present at a hearing, notice of the hearing shall be provided according to procedures specified above for regular meetings.~~

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

~~Meetings shall be held in a facility that is accessible to all persons, including disabled persons, without charge.~~

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a ~~place~~ location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings

35143 Annual organizational meeting, date, and notice

35144 Special meeting

35145 Public meetings

35145.5 Agenda; public participation; regulations

35146 Closed sessions in connection with a student

35147 Open meeting law exceptions and applications

(Legal references continued on next page)

Legal References:

GOVERNMENT CODE

3511.1 Local agency executives

11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54953 Meetings to be open and public; attendance

54954 Time and place of regular meetings

54954.2 Agenda posting requirements, board actions 54956 Special meetings; call; notice

54956.5 Emergency meetings

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)

Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 54433

ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen. 218 (2005)

84 Ops.Cal.Atty.Gen. 181 (2001)

84 Ops.Cal.Atty.Gen. 30 (2001)

79 Ops.Cal.Atty.Gen. 69 (1996)

78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2006 2019

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. 2007 2010

WEB SITES

CSBA: <http://www.csba.org>

CSBA, GAMUT Meetings: <http://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy>

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

California Attorney General's Office: <http://www.caag.state.ca.us> <http://oag.ca.gov/home>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg> <http://www.ca-ilg.org>

League of California Cities: <http://www.cacities.org>

Bylaw adopted: February 17, 2009

Revised:

SANTEE SCHOOL DISTRICT

Santee, California

Item G. EMPLOYEE ASSOCIATION COMMUNICATION

Item H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item I. CLOSED SESSION

Item J. RECONVENE TO PUBLIC SESSION

Item K. ADJOURNMENT

Agenda Items G, H, I, J, and K.