



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

Note: The Board of Education meeting will be in-person only.

BOARD OF EDUCATION REGULAR MEETING AGENDA September 7, 2021

District Mission

Providing an extraordinary education in an inspiring environment with caring people

Page #:
5

A. OPENING PROCEDURES – 7:00 p.m.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report 7
 - 1.2. Use of Facilities Report 8
 - 1.3. Enrollment Report 9

C. PUBLIC COMMUNICATION

During this time, citizens are invited to address the Board of Education about any item not on the agenda. Requests-to-speak should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to three minutes. Meetings are recorded.

10

D. CONSENT ITEMS

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

11

Superintendent

- 1.1. Approval of Minutes 12
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. Approval/Ratification of Travel Requests 27
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. Approval/Ratification of Revolving Cash Report 29
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.

BOARD OF EDUCATION · Dustin Burns, Dianne El-Hajj, Ken Fox, Elana Levens-Craig, Barbara Ryan
DISTRICT SUPERINTENDENT · Kristin Baranski, Ed.D.

9625 Cuyamaca Street · Santee, California 92071-2674 · (619) 258-2300 · www.santeesd.net

- 2.3. **Approval/Ratification of General Services Agreements** 31
It is recommended that the Board of Education approve/ratify agreements with General Service Providers as presented.
- 2.4. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 33
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of July 2021.
- 2.5. **Approval/Ratification of Agreements for Mileage Reimbursement in Lieu of District Transportation** 36
It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.

Educational Services

- 3.1. **Approval of Nonpublic School Master Contract with San Diego Center for Children Nonpublic School Services** 37
It is recommended that the Board of Education approve the Nonpublic School Master Contract with San Diego Center for Children Nonpublic School Services.
- 3.2. **Approval of Nonpublic School Master Contract with Specialized Education of California, Inc. dba Sierra School of San Diego Nonpublic School Services** 38
It is recommended that the Board of Education approve the Nonpublic School Master Contract with Specialized Education of California, Inc. dba Sierra School of San Diego Nonpublic School Services.
- 3.3 **Approval of Individual Service Agreement with The Winston School for Nonpublic School Services** 39
It is recommended that the Board of Education approve the Individual Service Agreement with The Winston School for Nonpublic School Services.
- 3.4. **Approval of Services Agreement with San Joaquin County Office of Education to Provide Claims Administration Services for the Medi-Cal Billing Option Program** 40
It is recommended that the Board of Education approve the agreement with San Joaquin County Office of Education to Provide Claims Administration Services for the Medi-Cal Billing Option Program.

Human Resource/Pupil Services

- 4.1. **Personnel, Regular** 41
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 Short-Term Positions** 43
It is recommended that the Board of Education approve the short-term positions.
- 4.3. **Approval to Create Coordinator, Maintenance and Operations Job Description** 44
It is recommended that the Board of Education approve the job description for Coordinator, Maintenance and Operations.
- 4.4. **Approval to Revise Out-of-School Time Regional Leader Job Description** 48
It is recommended that the Board of Education approve the revision of the Out-of-School Time Regional Leader job description.
- 4.5. **Approval of Medi-Cal Administrative Activities (SMAA) Agreement with Orange County Department of Education** 133
It is recommended that the Board of Education approve the agreement with the Orange County Department of Education for SMAA program support services.

4.6.	<u>Approval of San Diego Fire-Rescue Department AED/PAD Program Service Level Agreement</u>	51
	It is recommended that the Board of Education approve the service level agreement with San Diego Fire-Rescue Department AED/PAD Program.	
4.7.	<u>Approval of San Diego County Interagency Agreement for Providing Education Support to Foster Youth</u>	56
	It is recommended that the Board of Education approve the Interagency Agreement for Providing Education Support to Foster Youth.	
E.	DISCUSSION AND/OR ACTION ITEMS	115
	<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
	Superintendent	
1.1.	<u>Appointment of Director, Transportation</u>	116
	It is recommended the Board of Education approve the appointment of Leslie Peabody, as Director, Transportation, effective September 13, 2021.	
1.2.	<u>COVID-19 Pooled Testing</u>	117
	This is an information item. Action, if any, is at the discretion of the Board of Education.	
1.3.	<u>Approval of Employee Agreement Amendments for Assistant Superintendents</u>	118
	It is recommended that the Board of Education approve the employee agreement amendments for Assistant Superintendents, effective July 1, 2021 through June 30, 2023.	
	Business Services	
2.1.	<u>Closeout and Approval of Final Change Order for PRIDE Academy and Sycamore Canyon School New Building Construction Projects</u>	125
	It is recommended that the Board of Education approve the Final Change Order for the PRIDE Academy and Sycamore Canyon School New Building Construction Projects.	
	Human Resource/Pupil Services	
3.1.	<u>Ratification of Two Side Letters between Santee School District and California School Employees Association and its Chapter #557</u>	127
	It is recommended that the Board of Education approve the side letter between Santee School District and California School Employees Association and its Chapter #557.	
3.2.	<u>Ratification of Two Side Letters between Santee School District and Santee Teachers Association</u>	130
	It is recommended that the Board of Education approve the side letter between Santee School District and Santee Teachers Association.	
3.3.	<u>Approval of Agreement for Mandated Student Health Screenings with Rady Children's Hospital</u>	133
	It is recommended that the Board of Education approve the agreement with Rady Children's Hospital for the mandated student health screenings.	
3.4.	<u>Santee School District Employee Health Benefit Updates for 2022</u>	165
	This is an information item. Action, if any, is at the discretion of the Board of Education.	

F.	EMPLOYEE ASSOCIATION COMMUNICATION	166
G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	166
H.	CLOSED SESSION	166
1.	<u>Conference with Labor Negotiator</u> (Gov't. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Employee Organizations: Santee Teachers Association (STA); and Classified School Employees Association (CSEA)</i>	
2.	<u>Public Employee Performance Evaluation</u> (Gov't. Code § 54957) <i>Superintendent</i>	
I.	RECONVENE TO PUBLIC SESSION	166
J.	ADJOURNMENT	166

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 in-person on September 21, 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 September 7, 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. Use of Facilities Report
 - 1.3. Enrollment Report

Agenda Item B.

Requests for Use of Facilities

<i>Fiscal Year:</i>		<i>Report For:</i>										<i>Week Starting</i>	
2020-21		September 7, 2021											
Site	Organization	Facility(ies) Used	Date From	Date To	Day(s) of the Week	From Time	To Time	Total Days	Total Hours	Attend	Fees	This Week	Board Meeting
Chet F Harritt	Santana Natl Little Leag	Grass Field	8/1/2021	11/30/2021	Mon - Fri	4:00 PM	9:00 PM	18					9/7/2021
Chet F Harritt	Santana Natl Little Leag	Grass Field	8/1/2021	11/30/2021	Sat & Sun	8:00 AM	4:00 PM	18					9/7/2021
Rio Seco	Santana Natl Little Leag	Grass Field	8/1/2021	11/30/2021	Mon - Fri	4:00 PM	9:00 PM	18					9/7/2021
Rio Seco	Santana Natl Little Leag	Grass Field	8/1/2021	11/30/2021	Sat & Sun	8:00 AM	4:00 PM	18					9/7/2021
Pepper Drive	AYSO 234	Grass Field	8/6/2021	12/31/2021	Mon - Fri	4:00 PM	7:00 PM						9/7/2021
Pepper Drive	AYSO 234	Grass Field	8/6/2021	12/31/2021	Saturday	7:30 AM	7:00 PM						9/7/2021
Pepper Drive	AYSO 234	Grass Field	8/6/2021	12/31/2021	Sunday	10:00 AM	7:00 PM						9/7/2021
Pepper Drive	AYSO 234	Grass Field	1/1/2022	6/30/2022	Mon - Fri	4:00 PM	7:00 PM						9/7/2021
Pepper Drive	AYSO 234	Grass Field	1/1/2022	6/30/2022	Saturday	7:30 AM	7:00 PM						9/7/2021
Pepper Drive	AYSO 234	Grass Field	1/1/2022	6/30/2022	Sunday	10:00 AM	7:00 PM						9/7/2021
PRIDE Academy	Tierra Del Sol - PTA	Learning Resource Center	8/9/2021	5/9/2022	Monday	6:00 PM	8:00 PM	9					9/7/2021

**Santee School District
ENROLLMENT REPORT
9/3/2021
Month 1 Week 4
School Week 3**

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	09/03/21	09/04/20	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	09/03/21	09/04/20	# Diff	% Diff	09/03/21	08/27/21	# Diff	
Cajon Park		10	73	72	83	87	95	106	98	92	114	830	870	-40	-4.6%	0	10	6	6	3	6	10	4	9	6	60	67	-7	-10.4%	890	889	1	
Carlton Hills		22	50	59	54	53	59	58	62	79	69	565	643	-78	-12.1%	9	9	3	9	4	3	5	3	3	48	35	13	37.1%	613	612	1		
Carlton Oaks			84	73	69	88	82	82	102	86	92	758	760	-2	-0.3%	5	6	9	5	12	6	10	9	5	67	68	-1	-1.5%	825	818	7		
Chet F. Harritt		10	60	66	70	69	73	54	74	54	51	581	615	-34	-5.5%	0	0	0	0	0	8	3	7	5	23	10	13	0.0%	604	601	3		
Hill Creek		20	70	79	76	77	82	71	61	53	63	652	737	-85	-11.5%	3	4	4	6	6	0	0	0	0	23	23	0	0.0%	675	672	3		
Pepper Drive			59	70	66	86	90	96	87	89	121	764	845	-81	-9.6%	0	0	0	0	0	0	0	0	0	0	0	8	-8	-100.0%	764	761	3	
Pride Academy		19	71	73	85	45	55	71	72	56	45	592	497	95	19.1%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	592	595	-3
Rio Seco			94	97	92	88	99	115	90	113	101	889	891	-2	-0.2%	4	8	9	6	6	9	8	5	6	61	48	13	27.1%	950	951	-1		
Sycamore Canyon		17	48	59	59	43	55	38	27	0	0	346	355	-9	-2.5%	0	0	0	0	0	0	0	0	0	0	4	-4	0.0%	346	344	2		
SUBTOTAL	0	98	609	648	654	636	690	691	673	622	656	5977	6213	-236	-3.8%	0	31	33	31	29	34	36	30	33	25	282	263	19	7.2%	6259	6,243	16	
Alternative School			7	5	7	9	10	4	8	3	4	57	26	31	119.2%	2			2						4				61	61	0		
Santee Success										0	1	1	2	-1	-50.0%										0	0	0	0.0%	1	0	1		
NPS												0	0			0	0	0	0	1	1	3	3	4	12	13	-1	-7.7%	12	12	0		
SUBTOTAL			7	5	7	9	10	4	8	3	5	58	28	30	107.1%	0	2	0	0	0	3	1	3	3	4	16	13	3	23.1%	74	73	1	
TOTAL	0	98	616	653	661	645	700	695	681	625	661	6035	6,241	-206	-3.3%	0	33	33	31	29	37	37	33	36	29	298	276	22	8.0%	6333	6316	17	

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

	PK	TK	EAK 4yo	Total All
Cajon Park	0		0	890
Carlton Hills	0		0	613
Carlton Oaks	0		0	825
Chet F. Harritt	0		0	604
Hill Creek	0		0	675
Pepper Dr	0		0	764
Prospect Ave	0		0	592
Sycamore Canyon	69	0	0	415
Total PK/EAK	69	0	0	0

Total Enrollment Including PK 6402

Item C. PUBLIC COMMUNICATION

During this time, citizens are invited to address the Board of Education about any item not on the agenda. The Board has a policy limiting any speaker to three minutes. The Board may not take action on any item presented. Requests-to-speak, should be submitted in advance. Meetings are recorded.

Agenda Item C.

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. Requests-to-speak should be submitted in advance.

Agenda Item D.

Consent Item D.1.1.
Prepared by Dr. Kristin Baranski
September 7, 2021

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- August 17, 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**

August 17, 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 attending in-person, and online, and recited the District Mission.

3. Pledge of Allegiance

Mike Olander, Director of Pupil Services, led members, staff, and audience, in the Pledge of Allegiance.

4. Approval of Agenda

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

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

President Ryan noted that the Board of Education meetings will transition to in-person only, starting with the September 7 meeting, as had been previously discussed. She explained the meetings would return to a virtual format if circumstances changed.

B. REPORTS AND PRESENTATIONS

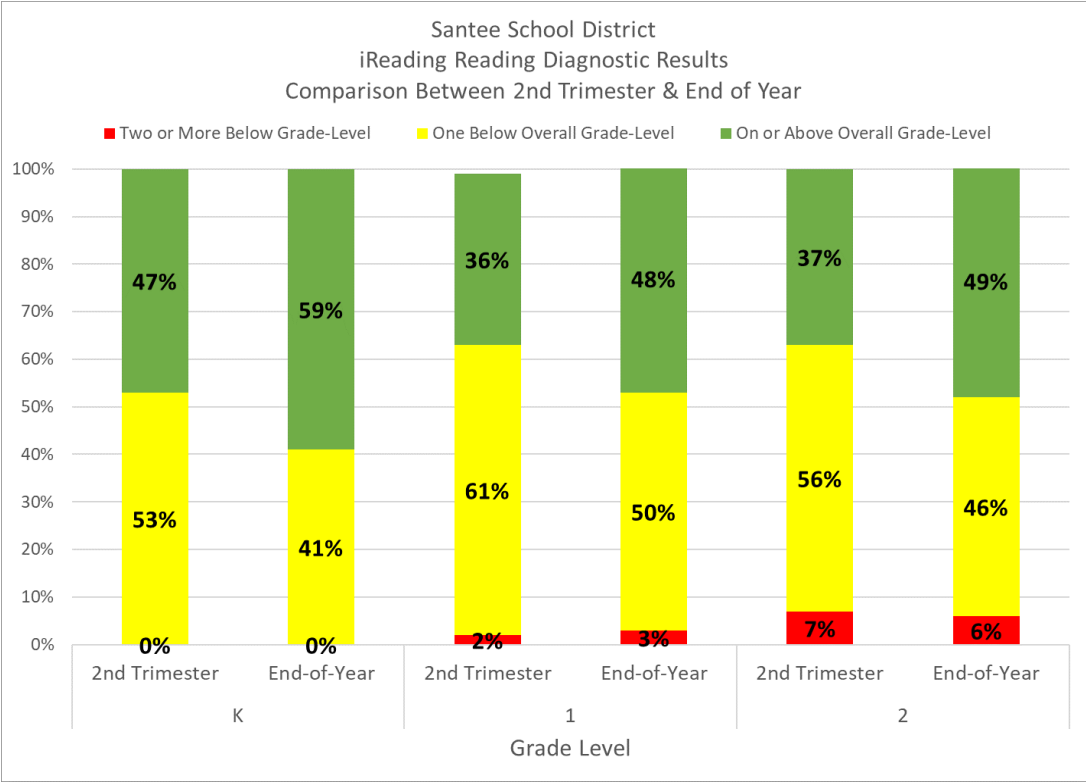
1. Superintendent's Report

1.1. Use of Facilities Report

2. Spotlight: Report on 2020-21 School Year Data Presentation

Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, Bonner Montler, Director of Assessment and Learning Support, and Mike Olander, Director of Pupil Services and Student Well-Being, provided an overview of assessment and end of the year student achievement results.

Mr. Montler shared a comparison of the second trimester and end of the year iReady Reading and Mathematics diagnostic results for Kindergarten through grade 2; and end-of-the year diagnostic results by domain. He noted a slight increase (2%) in Kindergarten's 2nd Trimester (47%) to the End-of-Year results (49%) in Reading and shared the results by Overall Placement and Domain. Mr. Montler noted the levels of improvement in Mathematics; and shared the Overall Placement and Domain.



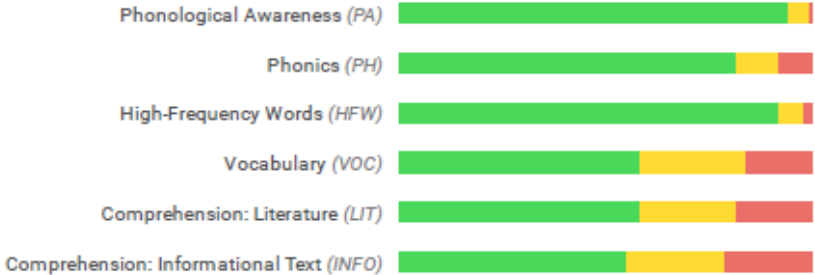
End-of-Year iReady Reading Diagnostic Results by Domain

Overall Placement

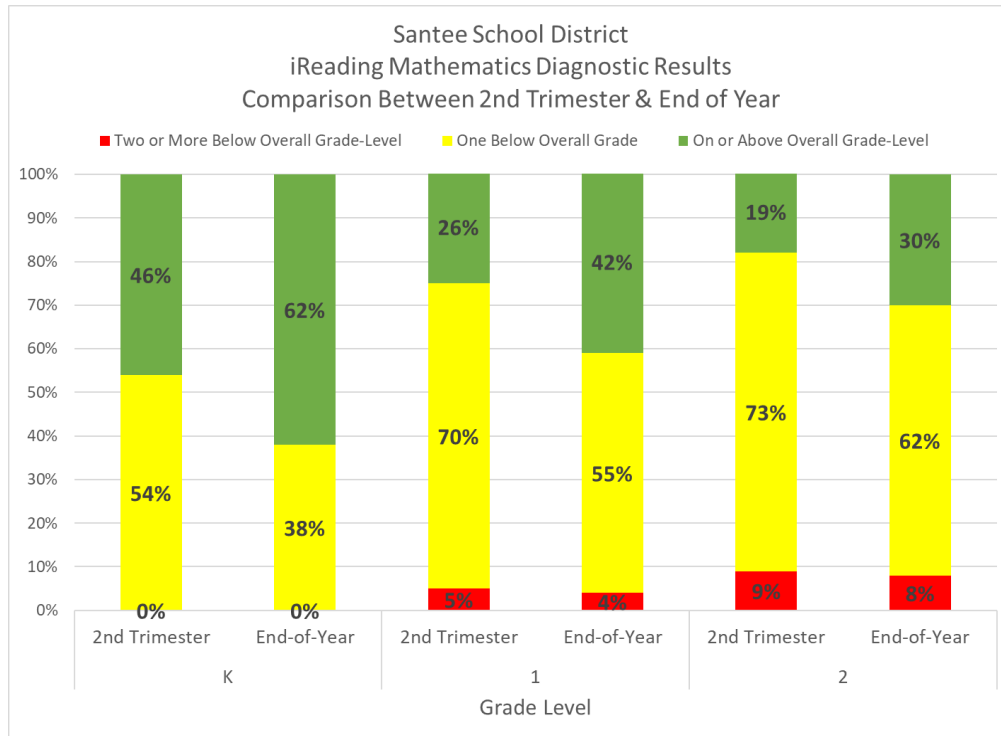


- At Risk for Tier 3
18%
- Tier 2
24%
- Tier 1
58%

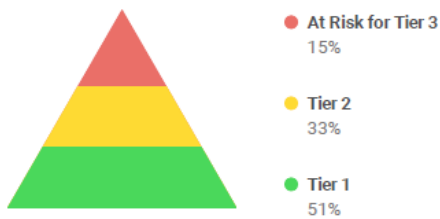
Placement By Domain



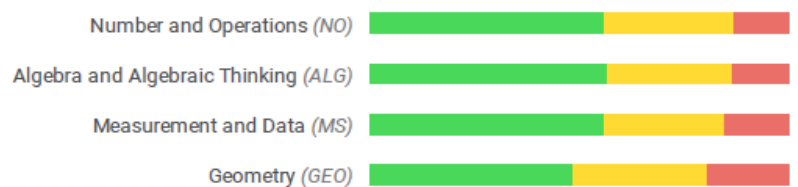
End-of-Year iReady Mathematics Diagnostic Results by Domain



Overall Placement



Placement By Domain



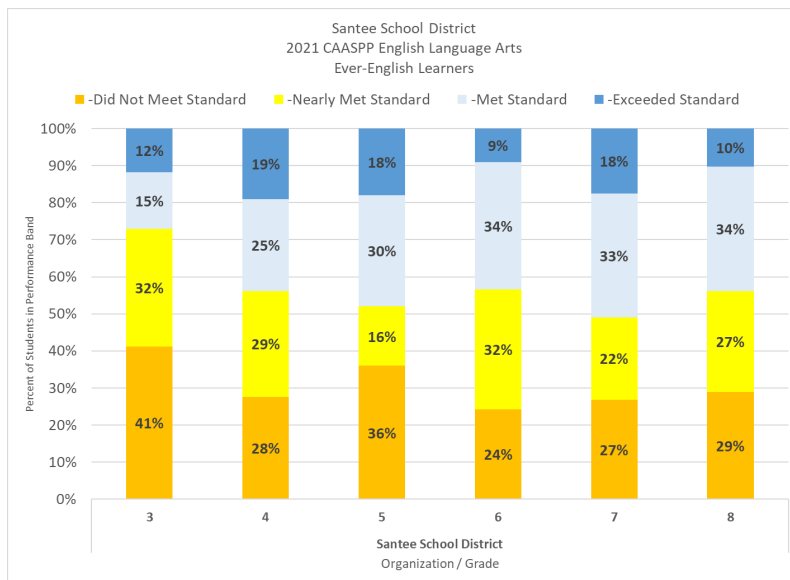
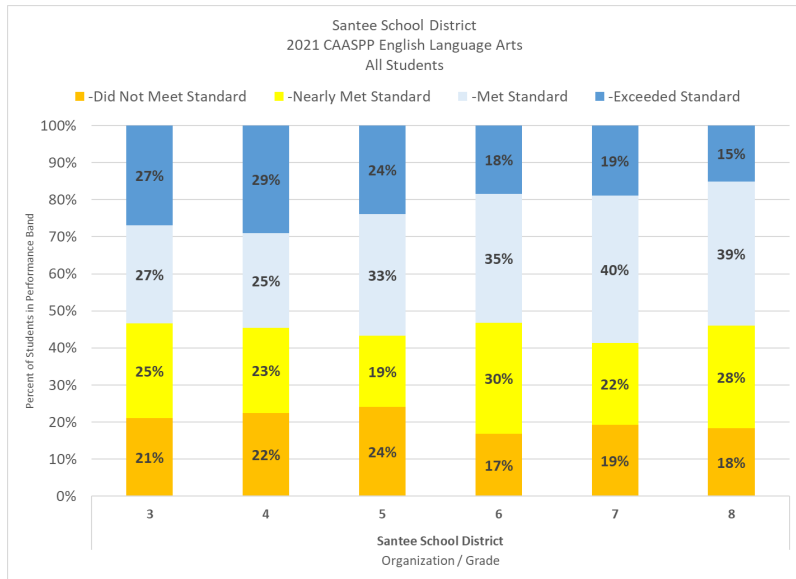
Mr. Montler shared the 2021 CAASPP English Language Arts and Mathematics, in grades 3-8 for all students, including Ever-English Learners, Socioeconomically Disadvantaged, and Students with Disabilities. He explained the data was a status snapshot of how students are performing. Mr. Montler noted the modified format of this year's test; and the District's 99% student participation rate. He explained the Ever-English Learners, a new reporting group, were students that were English-learners at any time throughout their education.

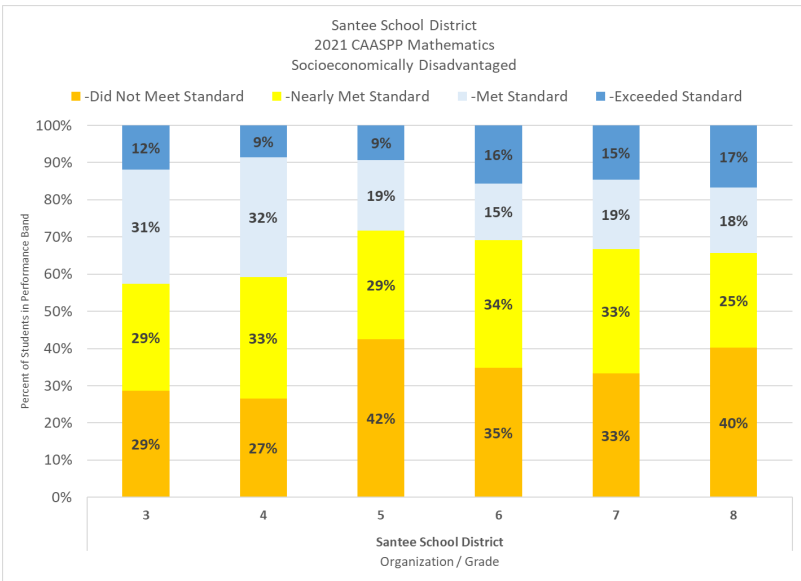
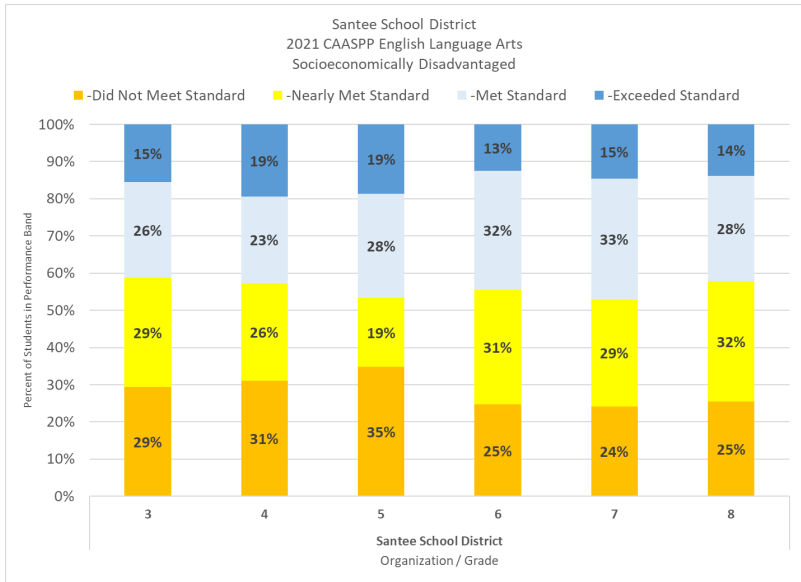
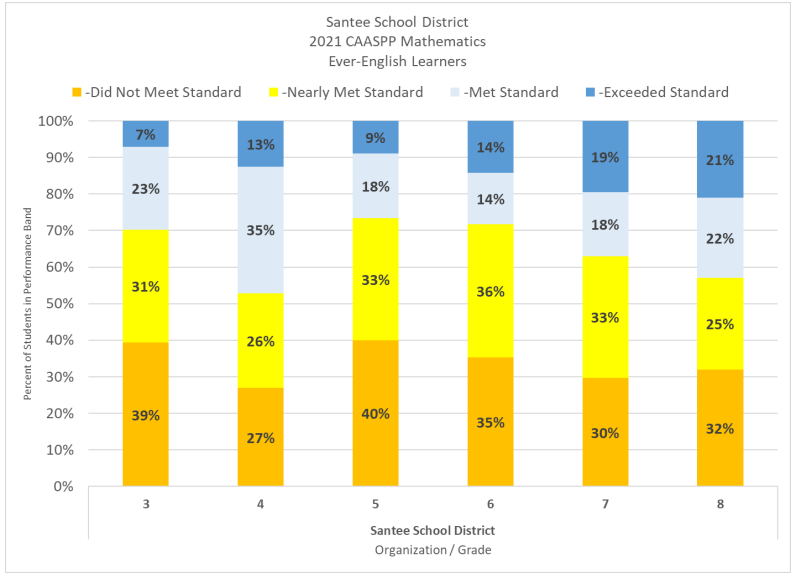
Dr. Pierce explained next steps in Accelerating Learning included:

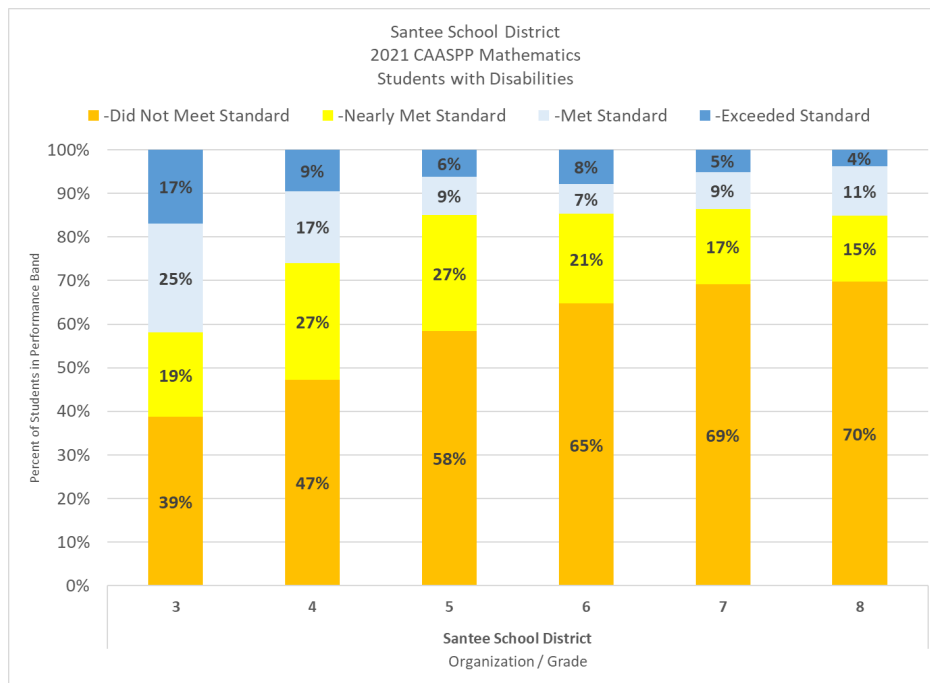
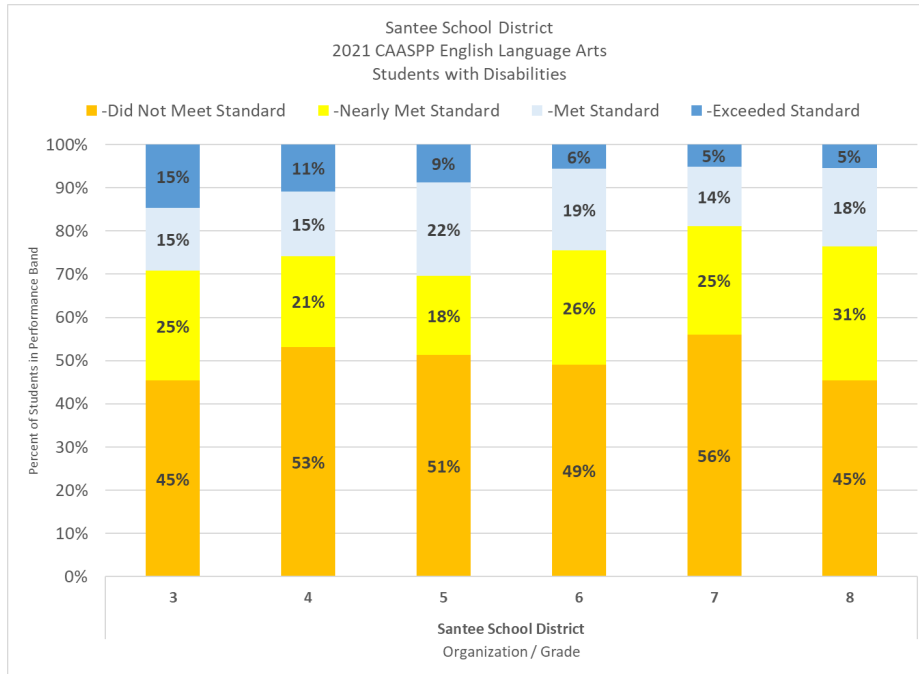
- Continuing to learn from the data; apply learning to curriculum and instructional planning
- Designing multi-tiered systems to improve student learning in literacy and mathematics
- Providing supplemental materials for accelerating learning: Lexia, F&P reading materials, math manipulatives, professional learning books for mathematics; and provide funds to sites to purchase supplemental materials (i.e., Raz Kids)

- Implementing iReady Reading and Math Instruction
- Professional Learning
 - Collaborating with consultants in both English Language Arts and Mathematics to determine focus standards and curricular alignment.
 - Developing a coherent assessment system based on standards (identifying robust assessment tasks and rubrics)
 - Self-assessment
 - Peer-assessment
 - Teacher feedback
 - Continuing Cognitive Guide Instruction (CGI)
 - Piloting Next Generation Science Standards (NGSS) for grades 6 – 8
 - Supporting instructional assistants and other classified staff around accelerating learning

Dr. Pierce explained the District is focusing on accelerating learning to change the language from learning loss, which can potentially imply a deficit in learning. She shared wanting to recognize our students’ resilience over this past year; support their healing and emotional growth; and honor them with meaningful and challenging academic work, and not with remedial classes to help get them “back on track”.

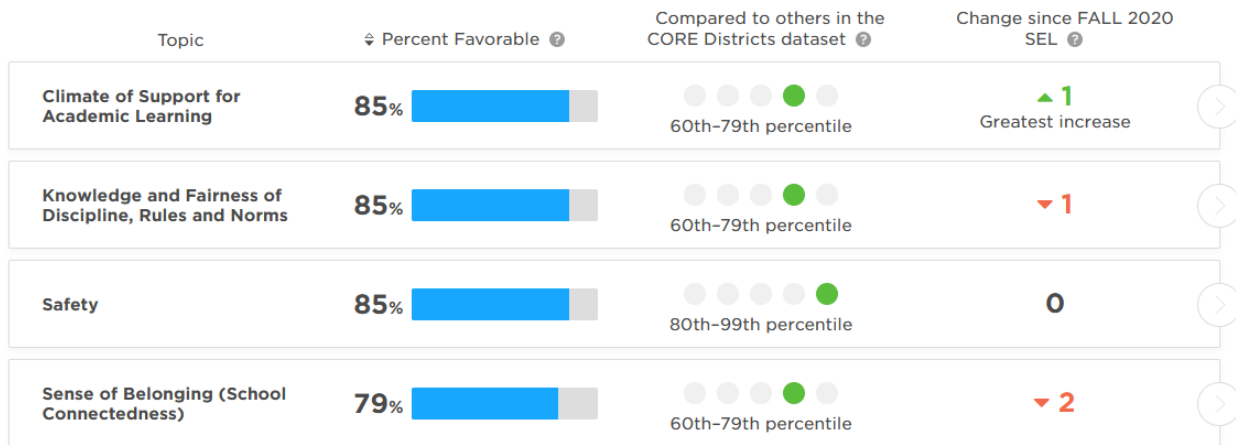




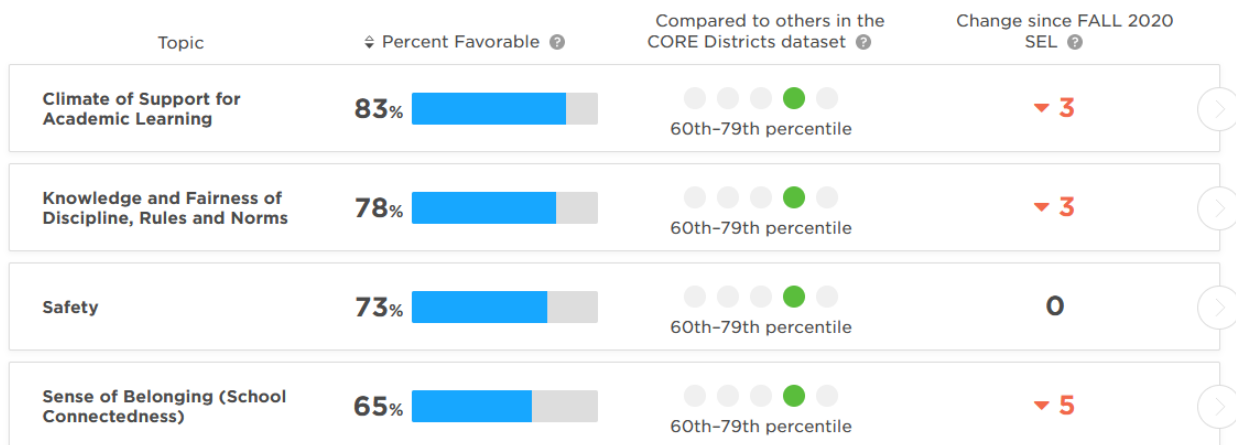


Mr. Olander shared results of the Panorama survey administered in the spring. He explained the surveys were broken down by grade span, 4-5th grade and 6-8 grade. Each grade span took 2 surveys, “climate and culture” and Social Emotion Learning. The survey contained approximately 15-20 questions each and addressed four (4) topics for each survey. Mr. Olander noted only in-person students were given the survey.

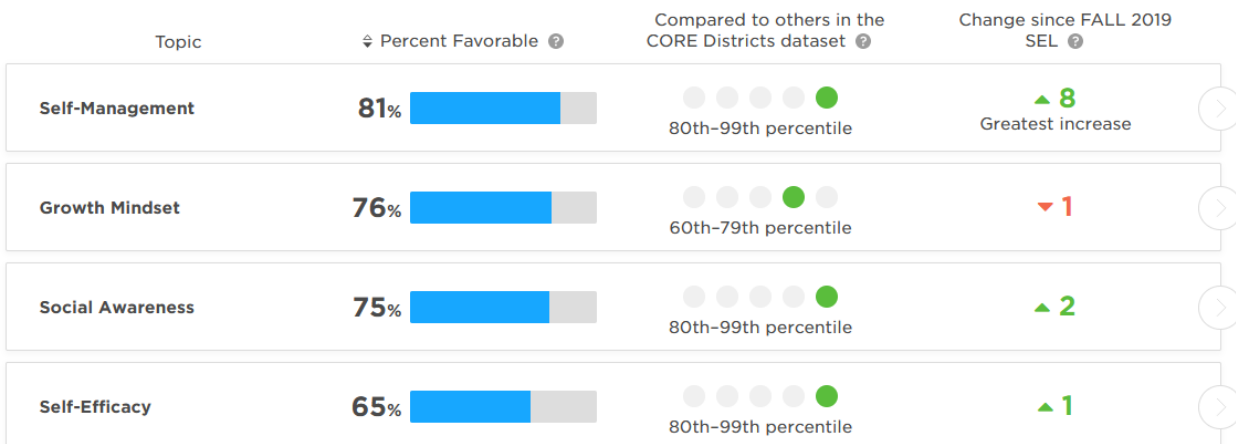
Grades 4 & 5: Climate and Culture



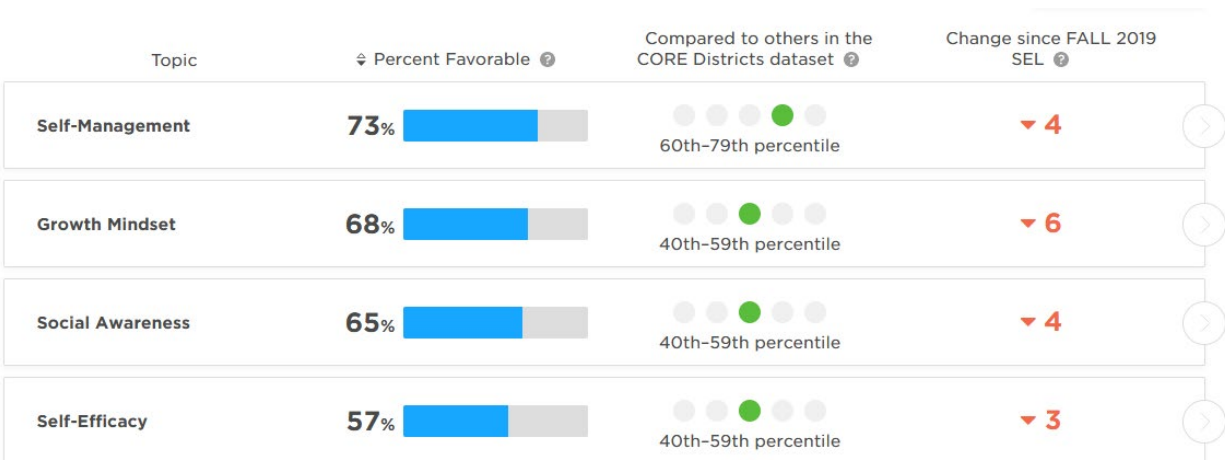
Grades 6 – 8: Climate and Culture



Grades 4 & 5: Social Emotional Learning



Grades 6– 8: Social Emotional Learning



Mr. Olander explained next steps include:

Tier I Support

- Implementation of Second Step curriculum
- Implementation of a schoolwide PBIS system
- Implementation of Thrively (6th – 8th grade)

Beyond Tier I Support

- Counselors use this data to identify individual student needs:
 - Individualized support
 - Group support
- Additional assessments to determine more intensive supports

Member Burns shared the Board's support of additional staff to provide social and emotional support for students and ask that they be kept apprised of the how the support is being provided.

Member Fox inquired on the process for referral beyond Tier I support and what would trigger a teacher to refer a student for support beyond Tier I. Mr. Olander explained students could be referred by a parent or students can self-refer, in addition to a student's response on the Panorama Survey. He noted teachers can refer students based on observations and/or conversations with parents, and information obtained from the Panorama Survey.

Member Levens-Craig inquired on procedures that would trigger site administration and/or counselors to provide services based on survey results. Mr. Olander explained currently working with counselors on how to use the data to provide services. He noted a process was in the process prior to the pandemic and the current circumstances slowed the process. Mr. Olander shared a process is being established on how to best use the data.

Superintendent Baranski shared being proud of the District for being able to administer the SBAC testing during such a challenging year. She noted Santee was one of the few districts that has multisets of data to assist with moving ahead as quickly as possible and begin intervention discussions with teachers and counselors on the spectrum of data.

President Ryan shared the importance of student data and commended the District for being one of two districts in the County in obtaining this data. She noted this would be instrumental in assisting with any learning loss.

C. PUBLIC COMMUNICATION

President Ryan explained that given the current circumstances with COVID-19, the public was given the opportunity to submit comments online or by phone prior to the meeting or attend the meeting in-person. There were three (3) online public comments.

Only comments that include all required information (first and last name, phone number, and email address) are posted for public view.

ID	Name	Representing	Public Comment
1	Rob Fox	Representing my children	Get rid of masks for the kids! There is absolutely zero research or data that supports the masking of children in schools. Children have a virtually zero risk of infection, transmission or death from this virus. All data points to them actually being a transmission break. That being said, to continue along with the state's unscientific policies is tantamount to child abuse. I along with many other parents are considering pulling our children out for homeschool if this doesn't change. Join your fellow school district, Ramona Unified, that just rejected the mask mandate.
2	Richard Nyles	My Daughter	<p>According to the Safe at School Reopening Plan July 13th 2021 the Santee positive rate of Covid tests had a 7 day average of 180 new infections or 0.3%. San Diego (the only info I can find because as far as I can tell Santee stopped reporting as of 6-21-2021) had a similar average of 180 on this date. One month later San Diego now has a daily average of 1187 as of August 12th. How does the school rectify and balance this fact that when the plan was made and instituted the rates were dramatically less than now? What is the district doing to protect our children? Children will still be mask free outside of the classrooms and the district has even told teachers to do outdoor learning when possible, to keeps kids out of masks. I was also told no filtration upgrades other than a better filter in the AC system.</p> <p>Sycamore Canyon had a student with a peanut allergy and one with a Latex allergy. The school placed very specific rules for the entire school and very ultra-specific rules for each child's class that all forced all students to live latex and peanut free. The Safe Reopening Plan specifies that Special ED will have a class size of no more than 9-16 (not the 28 for other students) as well as 6 foot social distance (not 3 foot like the other students) so my question is how is my daughter any different? Her mother is immune suppressed which is a major disability. This is no different than the kids with allergies. If she comes home with Covid her mother may die because of it even though her mother is fully vaccinated. How does the school rectify this clear imbalance? This is made even worse when my daughter is 11 just like many other students and they can not get the vaccine even if they wanted to.</p> <p>School districts around the nation are currently closing due to the rapid spread of this virus. California took away my choice. Distance learning was canceled to force students back to school. Please do not say Home school is an option. It's only an option if we hire a tutor or we are the teacher. Handing a packet once a week is not school. Why is distance learning not and is there a plan to offer it again? Specifically, if Santee gets to 5% positivity rate? Maybe 10%? I believe we have the right to know what metrics are used to decide when masks go back to mandatory as well as what other plans are in place.</p>
3	Gina Davis	Parents and Children	Please vote to make masks optional for children. Multiple other nearby districts have voted for mask choice and I urge Santee to follow suit. Parents have a right to decide whether or not a mask is beneficial or harmful to their child. After spending the summer mask free, forcing a mask mandate on children is not appropriate. Please stand up for the families you represent in voting for mask choice.

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
- 2.1. Approval/Ratification of Expenditure Warrants
- 2.2. Approval/Ratification of Purchase Orders
- 2.3. Approval/Ratification of Revolving Cash Report
- 2.4. Approval/Ratification of Agreements for Mileage Reimbursement in Lieu of District Transportation
- 2.5. Authorization to Apply for 2021-22 Mandated Cost Block Grant
- 2.6. Authorization to Award Request For Proposal #001-2021, Classroom HDMI Cabling and Ceiling Mounted Audio System

- 2.7. Approval/Ratification of Award of Informal Bid to Zasueta Contracting Inc. through the CUPCCAA Process for Installation of New Playground Structures at Sycamore Canyon School
- 3.1. Approval of Individual Service Agreement with Fred Finch Center for Nonpublic School Services
- 4.1. Personnel, Regular
- 4.2. Approval of Short-Term Positions
- 4.3. Approval of Extension of Short-Term Positions

Member Burns moved approval of Consent Items.

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

E. DISCUSSION AND/OR ACTION ITEMS

Superintendent

- 1.1. Approval of Memorandum of Understanding with the California Department of Public Health K-12 School Laboratories for COVID-19 Antigen Testing

Superintendent Baranski explained the California Department of Public Health (CDPH), in partnership with the California COVID-19 Testing Task Force, is providing free rapid COVID-19 tests for teachers, staff and students at participating schools, as an effort to promote safer in-person learning environments. Member El-Hajj inquired on the anticipated start date; and Member Levens-Craig on the cost.

Superintendent Baranski explained she would be participating in a Q&A session the next day and would receive more information; and noted this was at no cost to the District, students, or staff.

Member Burns moved approval.

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

- 1.2. Approval of Nonpublic Agency Master Contract with Ro Health Inc.

Superintendent Baranski explained this master contract would provide a 4-hour LVN, until a permanent employee is hired. In addition to a 15-hour a week Registered Nurse (RN), to provide support, if the District can provide COVID testing at sites.

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

Business Services

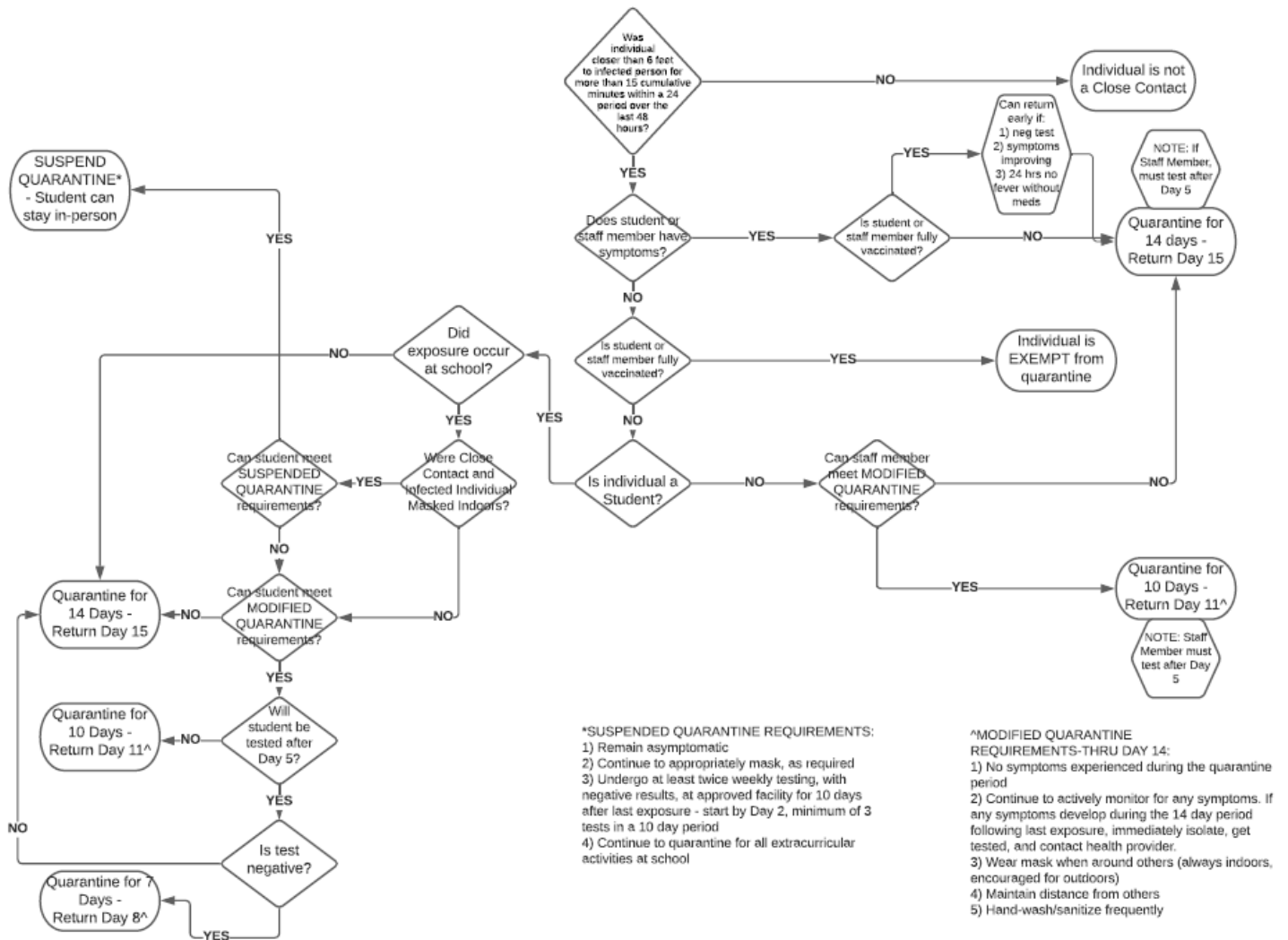
- 2.1. Changes to SAFE AT SCHOOL Reopening Plan for 2021-22 School Year

Karl Christensen, Assistant Superintendent of Business Services, noted that in anticipation of providing full-time, in-person instruction for students in 2021-22, the Reopening Logistics Planning Team, the Principal Team, and Executive Council discussed and developed changes to the SAFE AT SCHOOL Reopening Plan to be consistent with the new California Department of Public Health guidance. Changes were presented as follows. He explained there were now multiple options for close contact quarantines to reduce the amount of time students are out of the classroom and provided an overview of the Close Contact Decision Matrix.

Summary of SAFE AT SCHOOL Reopening Plan Changes for 2021-22:

1. Eliminated temperature checks by teachers and school office staff
 - a. Ask if the individual has any symptoms on the Symptom Check List
2. Breakfast service, recess, and lunch service back to normal
 - a. Keep students in stable cohort groups while eating with distance between groups
3. New Face Covering Guidance
4. Maintain stable cohort groups as much as possible but mixing allowed as long as seating charts are maintained for contact tracing purposes
 - a. Junior High electives and PE return
5. Multiple options for close contact quarantines to reduce amount of time students are out of classroom:
 - a. **Standard:** 10 days for Positive, Symptoms, or Unverified; OR 14 days for Close Contact – applies to both staff and students
 - b. **Exempt:** 0 days for Close Contacts who are asymptomatic and have been fully vaccinated – applies to both staff and students
 - c. **Extended:** 24 days for Close Contacts who live with an infected individual who cannot isolate in the home – applies to both staff and students
 - d. **Suspended:** 0 days for Close Contacts who are asymptomatic, agree to be tested 3 times within a 10-day period, and quarantine from extracurricular activities – applies only to students who were exposed at school – does not apply to an exposure occurring in the community
 - e. **Modified10:** 10 days for Close Contacts who are asymptomatic and can follow strict protocols for mask wearing, distancing, hand hygiene, and symptom monitoring for an additional 4 days – applies to staff for any exposure and to students who were exposed at school – does not apply to students whose exposure occurred in the community
 - f. **Modified7:** 7 days for Close Contacts who are asymptomatic; can follow strict protocols for mask wearing, distancing, hand hygiene, and symptom monitoring for an additional 7 days; and agree to be tested after Day 5 and receive a negative result – applies only to students who were exposed at school – does not apply to an exposure occurring in the community
6. At home tests not allowed
7. Removed most restrictions for use of libraries but must:
 - a. Maintain stable cohort groups
 - b. Keep distance between groups and students
 - c. Use masks
8. Campus guest limitation remains until further notice
9. Eliminated requirement for entire class to quarantine when Positive case – will use 6 foot distance analysis
 - a. Seating charts are now essential for classrooms, pull-out service providers, and busses
10. Except in very limited cases, Use of Facilities for indoor spaces are still NOT allowed – outdoors is ok

Close Contact Decision Matrix



Member Burns noted the public comment on the SAFE AT SCHOOL Reopening Plan and asked Administration to follow-up with their concerns.

F. EMPLOYEE ASSOCIATION COMMUNICATION

Melanie Hirahara, Santee Teachers Association President, wished everyone a great first day of school and noted teachers were ready for the students.

G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Superintendent Baranski noted enrollment was very similar to the prior year but shared a decline in kindergarten enrollment of approximately 50 students. She shared excitement for seeing students at school the next day.

Superintendent Baranski shared attending the City Council meeting and addressing the Council on their cannabis presentation, along with Angela Tomlinson, Community Collaborative Director. She explained that although the City Council did not taken any action, it was explained that the City is preparing in case a ballot measure is placed on the November 2022 ballot and how it would address potential local legislation. She noted there were approximately 12 public speakers, all of which opposed a local ballot measure and asked that Santee continue their ban of cannabis businesses. Superintendent Baranski shared there were three council members that asked that the consultant continue with the research and continue discussion and inquired on

working with the City Manager on convening a meeting with council members to discuss collaboration and express continued concerns.

Superintendent Baranski explained that in past years, Dr. Pierce and Mr. Christensen would meet with the San Diego County Office of Education (SDCOE) staff on the Local Control Accountability Plan (LCAP). She shared that in the past year, there were some concerns State-wide on County Offices' LCAP oversight and implementation and were asked to be more stringent with their recommendations. Superintendent Baranski noted staff has met with SDCOE twice, since the LCAP approval and recommended changes were being presented for transparency purposes.

Mr. Christensen shared, he and Dr. Pierce met with SDCOE staff to discuss minor revisions that needed to be made in order to comply with State requirements and explained revisions to the adopted LCAP were as follows:

1. Added language to Increased or Improved Services section for Goal 1: Actions 4, 6, 7, 13, and 16 and Goal 2: Action 1 to further explain how the needs of unduplicated pupil count students were considered when developing the action and how the action increases or improves services for them
2. Added "100%" to Goal 1: Broad Course of Study metric description to quantify the current state and the future goal
3. Revised dollar amount and percentage for supplemental funds reported in Increased or Improved Services section to match the LCFF calculator
4. Revised Goal 1: Actions 5, 10, 16, 17, and 18 to "Not Contributing to Increased or Improved Services Requirement" since these actions are not being funded by LCFF funds

Member Burns shared enjoying being part of the Child Nutrition and Maintenance staff appreciation luncheon on Monday; and handing out sweatshirts to the Out-of-School Time program staff later that afternoon. He expressed his appreciation of the Child Nutrition, Maintenance, and Out-of-School Time program staff for their hard work in providing meals, keeping schools safe and clean, and caring for students before- and after-school. He shared excitement for the first day of school.

Member Fox shared enjoying being part of the luncheon, helping handout sweatshirts to staff, and attending the staff welcome back event. He noted his grandchildren were starting kindergarten and eighth grade; and their excitement for the first day of school.

Member El-Hajj shared enjoying the staff welcome back and looking forward to students' first day back.

President Ryan shared disappointment with the City Council's decision to pursue the cannabis industry and placing children at-risk in the community. President Ryan noted the City's justification for pursuing the issue is to avoid the State imposing any requirements. She reiterated the speakers at the City Council meeting opposed their decision and noted it was a good time for Board representatives to meet with City Council members to discuss alternatives. President Ryan shared leaving messages for some of the Council members asking they develop a backup plan in case the State imposes requirements and noted the cannabis industry would be detrimental to the community.

President Ryan shared the California School Boards Association invited some districts to share their experiences during the pandemic and she was asked to participate in the discussion, as the District's representative on Delegate Assembly. She noted it was well-known in San Diego County that Santee School District was successful in bringing students back for daily, in-person instruction.

H. CLOSED SESSION

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

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

The Board entered closed session at 8:16 p.m.

I. RECONVENE TO OPEN SESSION

The Board reconvened to public session at 8:16 p.m. and reported no action was taken.

J. ADJOURNMENT

With no further business, the regular meeting of August 17, 2021, was adjourned at 9:53 p.m.

Dianne El-Hajj, Clerk

Dr. Kristin Baranski, Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
September 7, 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 \$7,175 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 - September 7, 2021

Travel Dates		Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel	District Goal	
Wednesday,	08/04/21		Alondra Corona	Rio Seco	Self and Match Workshop	Online	\$0	\$10	Special Education	Student self monitoring and motivational system training.	1, 2
Wednesday,	08/18/21		Alondra Corona	Rio Seco	Autism Basics Training	Online	\$0	\$99	Special Education	Strategies training to aid in treating Autism Spectrum Disorders.	1, 2
Thursday,	09/16/21		Mike Olander	Pupil Services	Student Records, Custody, and Residency	Online	\$0	\$125	Pupil Services	Workshop on student records maintenance.	2
Wed-Fri,	10/06/21 - 10/08/21		Jenn Littrell	Special Education	Codestack Conference	Online	\$0	\$150	Special Education	Special Education record keeping and reporting.	2
Thurs-Fri,	12/02/21 - 12/03/21		Dr. Kristin Baranski	Superintendent	CSBA Conference	San Diego	\$0	\$834	Superintendent's Office	Comprehensive professional development for educational leaders.	1, 2
Thurs-Fri,	12/02/21 - 12/03/21		Elana Levens-Craig	Board of Education	CSBA Conference	San Diego	\$0	\$784	Board of Education	Comprehensive professional development for educational leaders.	1, 2
Thurs-Fri,	12/02/21 - 12/03/21		Dianne El-Hajj	Board of Education	CSBA Conference	San Diego	\$0	\$784	Board of Education	Comprehensive professional development for educational leaders.	1, 2
Thurs-Fri,	12/02/21 - 12/03/21		Ken Fox	Board of Education	CSBA Conference	San Diego	\$0	\$784	Board of Education	Comprehensive professional development for educational leaders.	1, 2
Thurs-Fri,	12/02/21 - 12/03/21		Dustin Burns	Board of Education	CSBA Conference	San Diego	\$	\$784	Board of Education	Comprehensive professional development for educational leaders.	1, 2
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California											
Wed-Fri,	12/01/21 - 12/03/21		Barbara Ryan	Board of Education	CSBA Delegate Assembly / Conference	San Diego	\$0	\$1,224	Board of Education	Board President Ryan serves as a CSBA delegate.	1, 2
Tues-Thurs,	01/12/22 - 01/14/22		Mike Olander	Pupil Services	ASCA Every Child Counts Symposium	Palm Desert	\$0	\$1,597	Pupil Services	Symposium on latest information on student services & special education	1, 2

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.

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 #22713 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 \$104.10 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

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

Date	Number	Name	Memo	Amount
08/11/21	22713	Mission Federal Credit Union	Mission Capt Maint Chrg - July 2021	\$103.03

Total Checks Written \$103.03

July 2021 Bank Fees \$1.07

Amount to be reimbursed by SDCOE

Total to be Reimbursed \$104.10

Total to Deduct from Future Reimbursement \$0.00

BACKGROUND:

From time to time, the District contracts with individuals, companies, or organizations to provide various types of general services such as educational presentations/assemblies, or specialized student services. Some services are on an as-needed basis billed on an hourly or daily rate while other services are billed by the job. The Internal Revenue Service requires an analysis of the nature and type of work performed to determine whether the service provider qualifies as an independent contractor to be paid by commercial warrant. Service providers that do not qualify as an independent contractor will be processed through Human Resources under a short-term employment services agreement.

Approval of the following General Services Agreements is requested:

Vendor Name	Description of Services	Dates(s) of Services	Amount	Funding
Lakeshore	SANDI Professional Development Training	08/13/2021	\$3,000.00	Special Education
Little Movers Physical Therapy	Physical Therapy for Students with Disabilities	07/01/2021 – 06/30/2022	\$85.00/hour (not to exceed \$15,000.00)	Special Education
The Regents of the University of California	Medical Consultant for District Nurse	07/01/2021 – 06/30/2022	\$280.00/hour (not to exceed \$6,000.00)	Pupil Services
Word Play Speech Therapy	Speech Therapy	07/01/2021 – 06/30/2022	\$68.00/hour (not to exceed \$5,000.00)	Special Education

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify agreements with General Service Providers as presented.

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 fiscal impact of the General Service Agreements is detailed in the table above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

Consent Item D.2.4. Approval/Ratification of Expenditure Transactions
 Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)
 September 7, 2021

BACKGROUND:

The District has issued Purchasing Cards (P-Cards) to certain management, supervisory, or confidential employees to expedite and streamline purchases of goods and services. P-Card transactions are tracked and monitored to ensure they are properly accounted for and supported by documentation. P-Card transactions are limited to a specified amount each month and approval of the Superintendent is required to exceed these limits.

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period July 1, 2021 through July 31, 2021.

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:

There were 76 transactions totaling \$15,837.47 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

July 2021
P-CARD TRANSACTIONS

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20210702	ABEL,CATHY	CHILD NUTRITION	OFFICECRAVE	70.30	Toner cartridge C. Abel printer.
20210706	ABEL,CATHY	CHILD NUTRITION	AMAZON.COM*298RG92M1 A	174.42	Wifi adapters for school site cafeterias.
20210721	ABEL,CATHY	CHILD NUTRITION	DOLLARTREE	7.09	Poster boards.
20210725	ABEL,CATHY	CHILD NUTRITION	DMI* DELL SALES & SERV	304.92	Toner cartridge CK office.
20210727	ABEL,CATHY	CHILD NUTRITION	ULINE *SHIP SUPPLIES	88.46	Gloves.
20210729	ABEL,CATHY	CHILD NUTRITION	AMZN MKTP US*2P4PS0CH0	147.39	Stainless steel table.
				<u>792.58</u>	
20210702	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SD ZOO MKTGSALES EVE	3,000.00	PLT retreat.
20210720	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BASKIN #354764 ONLINE	28.99	Board meeting supplies.
20210721	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SANDWICH BAGS DELI & C	103.55	Board meeting supplies.
20210721	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AWARDS BY NAVAJO ENGRA	122.81	Replacement name plates for Board Room.
20210721	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	USPS PO 0570200071	33.00	Postage.
20210723	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALS SPORT SHOP	658.29	District t-shirts.
20210727	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMART AND FINAL 929	48.42	Meeting supplies.
20210727	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CARLTON CLASSIC CLEANE	96.60	Dry cleaning of tablecloths.
20210728	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 3256	3.23	Meeting supplies.
20210730	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AMZN MKTP US*2P5MB11R1	8.39	Office supplies.
20210731	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SMART AND FINAL 378	60.95	Professional Development supplies.
20210731	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SD ZOO MKTGSALES EVE	3,014.78	PLT retreat expenses.
20210731	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	USPS PO 0570200071	2.20	Postage for Board packet mailing.
				<u>7,181.21</u>	
20210728	AVILA,EVONN	BUSINESS SERVICES	ESI ERGONOMIC SOLUTION	243.60	Office supplies.
				<u>243.60</u>	
20210707	BAKER,HOPE	OST PROGRAMS	TARGET 00014852	58.19	Office supply and activity table.
20210711	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	63.87	Classroom supplies.
				<u>122.06</u>	
20210722	BORTS,KATHERINE	HUMAN RESOURCES	ASS CAL SCH ADMIN	549.00	ACSA 2021 Personnel Institute.
				<u>549.00</u>	
20210702	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	AMZN MKTP US*2980F2ZD0	25.86	Purchase of reading material for PLT.
20210726	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	ZOOM.US 888-799-9666	29.98	Video conferencing platform.
				<u>55.84</u>	
20210711	FORSTER,CHASITY	HILL CREEK	PRINCIPAL PRINCIPLES	120.00	Title 1- Online Professional Development.
20210712	FORSTER,CHASITY	HILL CREEK	WAL-MART #1917	16.02	Genreal Fund- supplies.
				<u>136.02</u>	
20210704	GREEN,CHRISHAUN	OST PROGRAMS	SMART AND FINAL 929	32.39	Incentive snacks for Summer Camp.
20210716	GREEN,CHRISHAUN	OST PROGRAMS	SMART AND FINAL 929	76.09	Classroom incentive snacks.
20210731	GREEN,CHRISHAUN	OST PROGRAMS	SMART AND FINAL 929	49.36	Snacks for camp.
20210731	GREEN,CHRISHAUN	OST PROGRAMS	DOLLARTREE	20.47	Incentives for classrooms.
				<u>178.31</u>	
20210713	GRIFFIN,DEBRA	TRANSPORTATION	AMZN MKTP US*2927E7R50	63.49	Trans shop supplies.
20210713	GRIFFIN,DEBRA	TRANSPORTATION	AMZN MKTP US*2E3ZP3TB1	28.00	Trans office supplies.
20210721	GRIFFIN,DEBRA	TRANSPORTATION	PRESSUREWASHERNET	21.64	Trans supplies for bus wash/ shop.
				<u>113.13</u>	
20210721	HICKS,TYLENE	CHET F. HARRITT	AMAZON.COM*2E2ZD5MS0	25.22	Chicken coop bedding.
20210721	HICKS,TYLENE	CHET F. HARRITT	AMAZON.COM*2E6Q057N1	20.10	Chicken scratch (chicken feed).
20210722	HICKS,TYLENE	CHET F. HARRITT	AMZN MKTP US*2E8XD8MZ0	32.30	Chicken feed.
20210723	HICKS,TYLENE	CHET F. HARRITT	WAL-MART #1917	71.84	Curtains and curtain rod to cover an open cubby in the MPR.
20210731	HICKS,TYLENE	CHET F. HARRITT	AMZN MKTP US*2E53F5WH2	17.23	Lanyards for keys and badges.
				<u>166.69</u>	
20210711	HOOKS,TED A	PEPPER DRIVE	AMZN MKTP US*2E09R1OK1	56.84	Storage for math materials.
20210721	HOOKS,TED A	PEPPER DRIVE	BESTBUYCOM806475915486	387.89	Compact refrigerator for Office/Health Office.
20210722	HOOKS,TED A	PEPPER DRIVE	AMZN MKTP US*2E09P35L0	383.56	Storage case for workroom.
				<u>828.29</u>	
20210731	LOCKE,SUMMER	SYCAMORE CANYON	SANTEE LAKES RECREATIO	150.00	Staff Retreat-Santee Lakes.
				<u>150.00</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20210701	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*293354LV0	43.08	3pk of 20' Power extension charging/data sync c.bles for Wyze Cams
20210712	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*293SG3210	75.62	1 Apple USB-C charge Cable 2m for MacBook.
20210714	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM*298R45742	19.91	Apple USB-C charge cable 2m for MacBook.
20210714	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM*2E6P14EF1	346.94	2 of RAM 32GB Kit (2x16GB) laptop memory.
20210714	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2E8AL8EP1	22.39	1 of HDMI to DVI cable and 1 DisplayPort to DVI cable.
20210715	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WAL-MART #1917	12.90	Audio cable.
20210719	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	VB AUDIO	8.34	Audio software.
20210719	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2E2Y67NB2	42.00	3 of mini HDMI to HDMI cable 6-feet.
20210719	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE	24.99	security system.
20210720	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2E0E763T2	387.60	30 of USB C to HDMI, VGA adapters for laptops.
20210725	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2E5262QV0	444.78	7 of 10GB fiber optic cable & 7 of 10GBase-SR SFP+ Transceiver.
20210729	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2P0N0F40	150.85	5 of Dell 65W AC charger adpater power supply.
				<u>1,579.40</u>	
20210702	MCGINTY,MIMI	SPECIAL EDUCATION	SP * MHS: MULTI-HEALTH	80.00	Online protocols for psych's.
20210702	MCGINTY,MIMI	SPECIAL EDUCATION	SP * MHS: MULTI-HEALTH	40.00	Online protocols for psych's.
20210702	MCGINTY,MIMI	SPECIAL EDUCATION	SP * MHS: MULTI-HEALTH	40.00	Online protocols for psych's.
20210702	MCGINTY,MIMI	SPECIAL EDUCATION	SP * MHS: MULTI-HEALTH	40.00	Online protocols for psych's.
20210702	MCGINTY,MIMI	SPECIAL EDUCATION	GPS*LOS ANGELES COUNTY	107.35	Adapted PE protocols.
20210702	MCGINTY,MIMI	SPECIAL EDUCATION	3547.4073.4790 IKEA US	275.24	Bookcase for PreK sensory room.
20210702	MCGINTY,MIMI	SPECIAL EDUCATION	AMZN MKTP US*292UZ5OZ2	38.78	Item for OT.
20210702	MCGINTY,MIMI	SPECIAL EDUCATION	BLT*FUN AND FUNCTION L	37.19	OT item.
20210702	MCGINTY,MIMI	SPECIAL EDUCATION	SP * MHS: MULTI-HEALTH	40.00	Online protocols for psych's.
20210704	MCGINTY,MIMI	SPECIAL EDUCATION	AMZN MKTP US*296OT98S1	34.41	Item for OT.
20210704	MCGINTY,MIMI	SPECIAL EDUCATION	AWL*PEARSON EDUCATION	64.00	Protocol for psych's.
20210706	MCGINTY,MIMI	SPECIAL EDUCATION	AMZN MKTP US*299MO3JI2	58.54	Items for OT.
20210706	MCGINTY,MIMI	SPECIAL EDUCATION	AMZN MKTP US*290VP4JZ2	21.28	Item for OT.
20210712	MCGINTY,MIMI	SPECIAL EDUCATION	PAYPAL *SELF MATCH	400.00	Virtual conference for SDC teachers.
				<u>1,276.79</u>	
20210715	OCHOA,JESSICA	OST PROGRAMS	WALMART.COM AA	<u>349.00</u>	Sunscreen for summer camp.
				349.00	
20210715	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMZN MKTP US*2996F7IA2	37.83	Classroom materials for science pilot.
20210716	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMZN MKTP US*2E0E1GL1	16.71	Classroom materials for science pilot.
20210720	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMZN MKTP US*2E2413QK1	1,752.01	Classroom materials for science pilot.
20210729	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMZN MKTP US*2P9100EZ1	274.70	Classroom materials for science pilot.
				<u>2,081.25</u>	
20210712	STARKEY,MARK	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	10.75	14"x14" Microfiber Cloth Towels (24-pk).
20210712	STARKEY,MARK	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	23.55	8pc reuse furniture movers & mini glass scraper with 10 blades.
				<u>34.30</u>	
				<u>15,837.47</u>	

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
Cajon Park School	4.8	180	\$0.575	\$ 496.80
Cajon Park School	19.6	180	\$0.575	\$ 2,028.60
Carlton Hills School	8.8	180	\$0.575	\$ 910.80
Carlton Hills School	6.8	180	\$0.575	\$ 703.80
Carlton Hills School	7.6	180	\$0.575	\$ 786.60
Rio Seco School	11.6	180	\$0.575	\$ 1,200.60
Sycamore Canyon School	12.8	180	\$0.575	\$ 1,324.80
Davila School	94.4	180	\$0.575	\$ 9,770.40
Lafayette School	58.8	180	\$0.575	\$ 6,085.80
Total:				\$23,308.20

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 \$23,308.20 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: _____

Agenda Item D.2.5.

Consent Item D.3.1.

Approval of Nonpublic School Master Contract
with San Diego Center for Children Nonpublic
School Services

Prepared by Dr. Stephanie Pierce
September 7, 2021

BACKGROUND:

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. One student with disabilities require enrollment at the San Diego Center for Children for the 2021-2022 school year to address their unique needs.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic School Master Contract, Appendix A, and Appendix C Residential Care Contract with San Diego Center for Children School for one student for the term of July 1, 2021 through June 30, 2022.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The terms of the Master Contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day/Mo.	Total Cost
San Diego Center for Children	1 student	7/1/21 - 6/30/22 including ESY (210 days)	\$231.46	\$48,606.60

TOTAL: \$48,606.60

STUDENT ACHIEVEMENT:

Some students require alternative settings to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Consent Item D.3.2.

Approval of Nonpublic School Master Contract with Specialized Education of California Inc. dba Sierra School of San Diego Nonpublic School Services

Prepared by Dr. Stephanie Pierce
September 7, 2021

BACKGROUND:

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. Two students with disabilities require enrollment at Specialized Education of California Inc. dba Sierra School of San Diego for the 2021-2022 school year to address their unique needs.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic School Master Contract with Specialized Education of California Inc. dba Sierra School of San Diego for two students for the 2021-2022 school year. These contracts will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The terms of the Master Contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day	Total Cost
Specialized Education of California Inc. dba Sierra School of San Diegp	1 student	205 days including ESY& Intensive Individual Services	\$208.04	\$42,648.20
			\$132.78	\$27,219.90

TOTAL \$69,868.10

STUDENT ACHIEVEMENT:

Some students require alternative settings to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.2.

Consent Item D.3.3.

Approval of Individual Service Agreement with
The Winston School for Nonpublic School
Services

Prepared by Dr. Stephanie Pierce
September 7, 2021

BACKGROUND:

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. One student with disabilities requires enrollment at The Winston School for the 2021-22 school year to address the student's unique needs.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic School Master Contract with The Winston School for one student for the period of July 1, 2021 through June 30, 2022. The contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The terms of the Contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day	Total Cost
The Winston School	1 student	7/1/21 - 6/30/22 including ESY (210 days)	\$189.04	\$39,698.40

STUDENT ACHIEVEMENT:

Some students require alternative settings to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.3.

Consent Item D.3.4.

Approval of Services Agreement with San Joaquin County Office of Education to Provide Claims Administration Services for the Medi-Cal Billing Option Program

Prepared by Dr. Stephanie Pierce
September 7, 2021

BACKGROUND:

The District has contracted with San Joaquin County Office of Education (SJCOE) to administer and submit claims under the Local Education Agency (LEA) billing option program since 2016 using their MedAsist Program in conjunction with SEIS, our electronic database for special education services. This has allowed for a larger number of Medi-Cal billable claims, which has resulted in increased revenue. Approval of this agreement will continue these services into the 2021-2022 school year.

SJCOE will submit monthly invoices for their fees that are equal to approximately 12% of the value of paid claims submitted on behalf of LEA.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with SJCOE for the LEA billing option program for the period of July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

The revenue projection for the LEA Medi-Cal bill program for 2021-22 is \$110,000 with fees of \$13,200.

STUDENT ACHIEVEMENT:

Support services may provide a greater potential for student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.4.

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. Lindsey, Deena	Rio Seco	IV-01 #30018162	\$0.00	\$54,794.00	08-16-21
2. Littig, Jennifer	Rio Seco	VI-01 #30017982	\$0.00	\$61,545.00	08-13-21
3. Sardariani, Melanie	Hill Creek	VI-01 #30018185	\$0.00	\$54,794.00	08-20-21
4. Sardina, Josephine	Cajon Park	IV-01 #30018443	\$0.00	\$54,794.00	08-30-21

B. Temporary Rehires:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Da Silva, Catriona	Carlton Hills	IV-01 #30017250	\$30,302.40	<i>\$54,794.00</i>	08-30-21
2. Meehan, Sarah	Hill Creek	IV-01 #30002018	\$53,720.00	<i>\$54,975.00</i>	08-11-21
3. Schmitt, Christina	Alternative School	III-01 #30017744	\$53,720.00	<i>\$54,794.00</i>	08-13-21

C. Change of Status/Location:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Register, Celina	Cajon Park	VI-06 #10321451 to #30017643	\$97,105.00	\$97,105.00	08-11-21
2. Turner-Gonzales, Stacey	Rio Seco	VI-26 #10321491 to #30017143	\$106,677.00	\$106,677.00	08-11-21

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date

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

Classified Staff continued

I. Rehires:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Paige, Debra	Rio Seco	Instructional Assistant I 19 C / 6.0 hrs #30017165	\$1,336,71	\$2,184.00	08-18-21

J. Change of Status/Location:

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

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date
1. Hoskins, Myrtle	Pepper Drive	Instructional Assistant Special Education I / 20 D / 5.0 hrs	Personal	Approve	08-18-21 to 01-03-22

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Baker, Hope	Out-of-School Time	Out-of-School Time Coordinator	Retirement	01-31-22
2. Corona Peralta, Alondra	Rio Seco	Instructional Assistant Special Education II	Resignation	08-12-21
3. Cruz, Heather	Carlton Hills	Campus Aide	Resignation	08-27-21
4. Fahl, Penney	Child Nutrition Services	Food Service Worker III	Retirement	08-11-21
5. Lozano, Carlos	Cajon Park	Project SAFE Assistant	Resignation	08-20-21
6. Lippert, Karen	Business Services	Payroll Specialist	Retirement	11-30-21
7. Ortiz, Patricia	Educational Services	Secretary II (Department)	Retirement	11-01-21
8. Sandoval, Sonia	PRIDE Academy	Instructional Assistant I	Resignation	09-02-21
9. Zolina, Bethany	Cajon Park	Campus Aide	Resignation	08-10-21

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.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

BACKGROUND:

Education Code section 45103 allows a governing Board to employ "short term employees" by designating the classification needed and a start and end time for the service. Presented tonight for Board approval are several short-term employment opportunities.

Short-term Early Childhood Assistant I positions will be needed to support the YALE Preschool program during the 2021-2022 school year to remain in compliance with California State licensing guidelines and COVID-19 safety protocol.

RECOMMENDATION:

It is recommended that the Board of Education approve short-term employment for the following positions:

- Up to eight (8) Early Childhood Assistant I positions for up to eight (8) hours per day; from September 8, 2021 – June 30, 2022

FISCAL IMPACT:

The approximate cost to employ the short-term positions are as follows:

- Early Childhood Assistant I position – approximately \$134 per position, per day

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

Consent Item D.4.3.
Prepared by Tim Larson
September 7, 2021

Approval to Create Coordinator,
Maintenance and Operations Job
Description

BACKGROUND:

In an effort to best fit the needs of the District Maintenance and Operations team, it has been requested that a Coordinator, Maintenance and Operations position be created.

This position is new to the district and will provide coordination and oversight of custodial and maintenance operations across the District. The duties outlined in the Coordinator, Maintenance and Operations job description reflect the current needs of the Maintenance and Operations Department and of the Santee School District.

RECOMMENDATION:

Administration recommends the creation of a Coordinator, Maintenance and Operations position as reflected in the attached job description.

FISCAL IMPACT:

The Coordinator, Maintenance and Operations position will be placed on the Classified Management salary schedule. The annual total compensation will be \$106,437.

STUDENT ACHIEVEMENT IMPACT:

This is a personnel item.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

COORDINATOR, MAINTENANCE AND OPERATIONS**JOB SUMMARY:**

Under the direction of the Director of Facilities, Maintenance, and Operations; the Maintenance and Operations Coordinator is responsible to plan, organize, and supervise the custodial operations of the district, assist with the coordination of repair, renovation, alteration and new construction of district buildings and grounds, take appropriate measures to maintain attractive facilities and protect against interior and exterior deterioration of facilities; and ensure that facilities and grounds are kept in clean and sanitary repair and free from safety violations

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

- Oversees custodial operations such as cleaning, sanitizing, small repairs, arranging and moving furniture, and event set-ups, to ensure that work is performed in a safe and efficient manner and that the custodial program provides a sanitary, safe, and attractive environment.
- Coordinates the work of assigned custodians, consults with Principals, other Administrators, and site staff, as appropriate, to ensure provision of required levels of service within the scope of assigned functions.
- Manages a program of custodial equipment maintenance and supplies procurement to ensure the availability of required supplies, machines, equipment, and tools in safe and functional operating condition.
- Develops plans, prepares specifications, and calculates cost estimates to implement custodial, maintenance, repair, and improvement projects in accordance with the district's short and long-term objectives.
- Inspects facilities to monitor, assess, and adjust custodial operations at District sites.
- Participates in various activities such as staff meetings, training sessions, and professional organizations to receive and convey information relating to custodial maintenance functions.
- Prepares required documentation such as schedules, cost and labor estimates, work orders, plans and specifications, and accident reports to ensure effective and efficient delivery of services and compliance with established rules and regulations.
- Recommends policies, procedures, and actions to achieve program goals and improve delivery of services as needed.
- Assists with responding to emergencies relating to site and facility maintenance operations such as broken windows, flooded rooms, etc., as directed.
- Interviews, selects, schedules, supervises, and evaluates assigned custodians.
- Provides training and coaching to ensure effective and efficient custodial operations.
- Researches, interprets, and applies a wide variety of rules and regulations such as health and safety codes, education code, bargaining unit agreements, and professional standards, to ensure that custodial and maintenance services are provided in accordance with established standards and requirements.
- Supports the Director of Facilities, Maintenance, and Operations by providing input, recommendations, technical advice, and assistance related to items such as budget allocations, staffing requirements, reports, hazardous materials management, Federal, State, and local regulations, requests for proposals and bids, and operational priorities to ensure all facilities are maintained in a clean, safe, cost-efficient, and functional condition.
- Performs other job-related duties as assigned.

QUALIFICATIONS GUIDE

Knowledge of:

- Principles and practices related to cleaning and sanitizing school facilities.
- Custodial and maintenance equipment used in upkeep of District school facilities.
- Pertinent codes, policies, regulations, and laws.
- Principles, practices and procedures related to employee performance management, administration, supervision, and training.
- Safety practices, health standards, procedures, and hazards related to maintenance and operations.
- Basic math skills
- Planning, organization and direction of warehouse, custodial, and maintenance and repair activities of District facilities and grounds
- Methods, materials, costs, and equipment used in the various building maintenance and custodial specialties.
- Pesticide/hazardous waste management procedures and regulations
- Budget preparation and control
- Systems of record keeping, inventory control and budget development/control
- Oral and written communication skills
- Interpersonal skills using tact, patience and courtesy

Ability to:

- Administer personnel policies and practices.
- Train, coach, supervise, and evaluate assigned staff as directed.
- Interpret, apply, and explain rules, procedures, codes, and bargaining unit agreements.
- Analyze situations to define issues, determine appropriate course of action, and implement a plan to achieve desired outcomes as directed.
- Plan, organize, and schedule activities, meetings, and events.
- Gather, collate, calculate, and analyze data and prepare supporting documentation and reports.
- Supervise the use of funds as directed.
- Operate standard equipment related to custodial work, as well as standard office equipment including various software applications.
- Work with a significant diversity of individuals and groups in a wide variety of circumstances
- Understand and interpret organizational objectives and develop methods to support those objectives.
- Communicate clearly and effectively, orally and in writing.
- Understand and follow written and oral instructions.
- Work under time constraints and other pressures to meet deadlines and schedules with limited supervision.
- Understand blueprints and schematic drawings
- Adjust work schedule as needed to supervise evening, weekend, and emergency work crews.
- Establish and maintain cooperative and effective working relationships with others

EDUCATION AND EXPERIENCE:

At least three (3) years of progressively increased responsibility in custodial work experience preferably supplemented by at least one (1) year of experience in a supervisory or lead capacity and course work in a mechanical trade, business management, or related field. Associates Degree or equivalent preferred.

LICENSES AND OTHER REQUIREMENTS:

- Valid California driver's license and the ability to qualify and maintain qualification for District vehicle insurance coverage.

WORKING CONDITIONS:

- Driving a vehicle to conduct work.
- This position alternates between office duties performed at a desk and site inspections and training activities in various locations, including on-site work performance at schools which involve performing or demonstrating maintenance and custodial work.

ENVIRONMENT:

- Indoor and outdoor environment; exposure to dust, chemicals, bloodborne pathogens, variances in temperature, and equipment with moving parts.

PHYSICAL REQUIREMENTS:

- Hearing and speaking to exchange information and make presentations.
- Seeing to read a variety of materials.
- Dexterity of hands and fingers to operate a computer keyboard and other equipment.
- Good health and freedom from communicable diseases.
- Good physical condition, agility and strength commensurate with the duties of the position.
- Sitting or standing for extended periods of time.
- Ability to lift 50 – 75 lbs.
- Occasional lifting, carrying, and maneuvering heavy objects; occasional standing, squatting, climbing, kneeling, twisting, simple grasping; frequent to constant walking, including walking on gravel or uneven surfaces; bending at the neck or waist; stooping, reaching, pushing, and pulling.

BOARD ADOPTED:

Consent Item D.4.4.
Prepared by Tim Larson
September 7, 2021

Approval to Revise Out-of-School Time
Regional Leader Job Description

BACKGROUND:

As the needs of the Out-of-School Time Programs have evolved, so has the need to revise the Out-of-School Time (OST) Regional Leader job description.

This position is integral to the day-to-day operations of the OST Department and programs. Revisions to the OST Regional Leader include securing substitute coverage for staff absences and streamlining the job description to reduce redundancy.

RECOMMENDATION:

Administration recommends the revision of the Out-of-School Time Regional Leader job description.

FISCAL IMPACT:

The Out-of-School Time Regional Leader will remain at the current classification of 25 on the Classified Non-Management salary schedule. The annual total compensation is \$71,948.

STUDENT ACHIEVEMENT IMPACT:

This is a personnel item.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

OUT-OF-SCHOOL TIME REGIONAL LEADERJOB SUMMARY:

Under direct supervision of Director of Out-of-School Time Programs and the general direction of the school principal and/or Out-of-School Time Coordinator, to assist in the supervision and direction of students. Assist in the guidance of Project SAFE Assistants, Out-of-School Time Group Leaders, and Site Leaders to oversee the general operation of out-of-school programs at assigned sites.

EXAMPLES OF DUTIES:

1. Substitutes as Out-of-School Time Lead and OST Group Leader as necessary
2. Assists, leads, and monitors out-of-school time personnel in planning, organizing, and implementing a variety of creative indoor and outdoor activities through the use and implementation of "Activity Planning Sheets."
3. Maintains records of monetary collections, weekly work schedules and requested materials.
4. Communicates and assists with the implementation of directions from Director and/or Coordinator concerning department and district programs, goals and procedures.
5. Supports the development and implementation of the student discipline plan.
6. Orders and purchases snacks and instructional materials.
7. Attends meetings and in-services at supervisor's request.
8. Collects information pertinent to out-of-school time programs.
9. Prepares written and oral reports as requested.
10. Supports and facilitates the operation of out-of-school time programs within budgetary constraints and grant guidelines.
11. Supports as needed, the Director of Out-of-School Time Programs and Out-of-School Time Programs Coordinator with planning, implementing and coordinating a safety program (disaster plan, fire drill, earthquake) with the school site.
12. Plans and implements events, field trips, and fundraisers.
13. Promotes and maintains a cooperative relationship with school staff and other district personnel.
14. Creates and maintains a positive child-centered climate.
15. Assists in preparation of department handbook(s) around student focused activities, field trips and fundraisers.
16. Meets scheduled timelines.
17. Train and provide work guidance to Out-of-School Time Group Leaders and Project SAFE Assistants and others as assigned.
18. Work with and around hazardous materials.
19. Secure substitute employees for OST (Project Safe, YALE, ASES) resulting from employee absences/vacancies.
20. Other related duties as assigned.

QUALIFICATIONS GUIDEKnowledge of:

- General goals of the district and out-of-school time programs.
- Developmental stages, behaviors, and characteristics of school-age students.
- Developmental and behavioral characteristics of students with special needs.
- Effective methods of working with students in an out-of-school time setting.
- Current positive methods for controlling and motivating a variety of students.

OUT-OF-SCHOOL TIME REGIONAL LEADER – Page 2

Basic accounting skills.
Previous leadership experience with adults.
Principles of training and providing work guidance to adults.
Health and safety practices and procedures in a variety of settings.
Basic computer programs (e.g., Word, Excel, internet use, print program, etc.) and district computer programs (e.g., PowerSchool, etc.)
Operation of commercial food equipment (e.g., Sno-Cone and cotton candy machines, etc.).
Proper handling techniques of hazardous materials.

Ability to:

Communicate effectively with supervisors, employees, students, parents, and school staff.
Act quickly with sound judgment.
Understand and carry out oral and written instructions.
Work independently and with minimal direction.
Organize and maintain a safe and caring environment for students.
Relate effectively to students with special needs including physical and learning disabilities and emotional problems.

Training and Experience:

Equivalent to completion of the twelfth grade. Twenty-four (24) semester units in School-Age Child Development and Adult Supervision Early Childhood Education or any combination of education/training totaling 24 semester units or experience in school-age/after school programming that provides the required knowledge and ability. Prefer two years' experience in a leadership position within an after-school setting.

Licenses and Other Certification:

Possession of a First Aid/CPR/AED Certificate issued by an authorized agency.
“No Child Left Behind” certification mandated by the State of California for Instructional Assistants. Certification may be granted in three ways:

- 1) Possession of an associate degree (AA).
- 2) Completion of 48 college semester units (official transcripts required); or
- 3) Completion of a District-approved NCLB proficiency test.

Characteristics:

Possess: good health and freedom from communicable diseases; good physical condition, agility and strength commensurate with the duties of the class; honesty; industry; initiative; dependability and good judgment in conjunction with position duties; loyalty and other related qualities.

Working Conditions:

Classroom and off campus setting and playground environments: subject to bending, stooping, lifting, subject to noise, standing for long periods, temperature extremes.

BOARD APPROVED: March 7, 2006

REVISED: January 9, 2007; September 7, 2021

Consent Item D.4.6.
Prepared by Tim Larson
September 7, 2021

Approval of San Diego Fire-Rescue
Department AED/PAD Program Service
Level Agreement

BACKGROUND:

The City of San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, also known as San Diego Project Heart Beat has provided program management for the 23 AED units located on Santee School District sites. The updated agreement will cover the two year service period of September 19, 2021 to September 18, 2023.

The agreement includes PAD program management, incident management, and Critical Incident Stress Defusing (CISD).

RECOMMENDATION:

It is recommended the Board of Education approve the service level agreement with San Diego Fire-Rescue Department AED/PAD Program.

FISCAL IMPACT:

The initial annual cost is \$75.00, with grant assistance, for the first AED unit and \$25.00 for each additional AED units up to 10 units. After 10 AED units, the cost is \$10.00 for each additional unit. The total cost is estimated at \$445.00.

STUDENT ACHIEVEMENT IMPACT:

Program management and upkeep of site/department AED machines provides students and staff a safe place to learn and work.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.6.

SAN DIEGO FIRE-RESCUE DEPARTMENT
AED/PAD PROGRAM
SERVICE LEVEL AGREEMENT

An agreement between City of San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat, and **Santee School District**; 9625 Cuyamaca Street, Santee, CA. 92071 ("Program Participant"), for the period beginning **September 19, 2021 through September 18, 2023 (2yr)**.

This agreement will provide program management for **23** AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff will provide PAD Program Management, Incident Management and Critical Incident Stress Diffusing ("Service Activities") subject to the terms and conditions listed below.

A. Service Activities.

SDFD PAD Program staff will provide the following Service Activities during the duration of this Agreement:

- 1. PAD Program Management.** Services include: a) 24-hour AED Emergency Contact Service with a designated SDFD PAD Program staff member; b) electronic record keeping services to assure quality program management; c) in-service training on hands-only CPR and use of the AED (as can be scheduled with staff); d) Physician Medical Oversight; and e) the arrangement of this Service Level Agreement (SLA) and development of your AED maintenance account.
 - a. *Cost of PAD Program Management:* Initial annual cost of \$75.00 with grant assistance for the first AED and \$25.00 for each additional AED, up to ten units. Subsequent annual reinstatement costs are \$50.00 with grant assistance for the first AED and \$25.00 for each additional AED, up to ten units. After ten AEDs, the price for PAD Program Management is \$10.00 per each additional AED unit.

- 2. Incident Management.** The Incident Management services described in this paragraph are effective at the time of notification of an AED deployment. Should an AED deployment incident occur, a SDFD PAD Program representative will be notified and will arrive at the scene within four-hours from formal point of notification, if deemed necessary by both parties. Once at the scene, the SDFD PAD Program staff member will perform the following services: a) on-site downloading of data from the AED; b) replacement of electrode pads; and c) process and file required reports at the time of an incident for quality assurance and management purposes.
 - a. *Cost of Incident Management:* Incident Management services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All hours requested before or after normal business days/hours, including Saturday and Sunday, and all county recognized holidays, are payable at a rate of \$55.00 per hour. Incident Management will be invoiced for a minimum of two hours of service between 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized holidays within San Diego County limits.

A cost of \$55 per hour will be charged if the request for Incident Management requires a SDFD PAD Program representative to respond outside of the San Diego County limits, regardless of day/time.

A separate charge for the replacement of electrode pads at the scene, beginning at a cost of \$50.00 per set and up to \$75.00, depending on the brand/model of AED, shall be expected in the case of a deployment incident.

SDFD is not responsible for replacement/maintenance equipment.

- b. Recommendation: For program participants who utilize AEDs other than the Cardiac Science Corporation and Philips HeartStart OnSite or FRX manufactured AED units, it is recommended that the facility has a back stock of supplies, (defibrillator pads, spare battery, etc.), and needed equipment (i.e. downloading software) per the manufacturers' recommendation.
3. **Critical Incident Stress Defusing (CISD)**. Upon request, CISD can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. CISD services are provided by SDFD team members certified in Advanced Critical Incident Stress Management.

B. SDFD PAD Program Management Responsibilities.

The SDFD PAD Program shall be responsible for the following:

1. Provide Physician Medical Oversight for program direction and review of AED deployment incidents.
2. Provide quality PAD Program Staff to include a California State Licensed Physician/Surgeon, a PAD Program Manager and other qualified personnel to offer 24-hour AED emergency contact service.
3. In-service course curricula will follow the standards and guidelines approved by the American Heart Association (AHA) and American Red Cross (ARC) for CPR/AED training.
4. Provide record keeping services for program management, AED maintenance, Service Level Agreements, certifications, incident correspondence, data collection and advanced and post notification of expiring program elements.
5. Provide location information about customer's AED(s) to the PulsePoint organization (<http://www.pulsepoint.org/>) a system that allows bystanders to know the location of the AED(s) for use in a CPR event. Program Participant may elect to not participate in this program at any time with written notification to San Diego Project Heart Beat.
6. SDFD Finance Department will invoice Program Participant within 30 days from the date of services rendered or agreed upon to include full execution of this Service Level Agreement (SLA).

C. Program Participant Responsibilities.

The Program Participant shall be responsible for the following:

1. Program Participant will reimburse SDFD for all Service Activities rendered as outlined within this SLA thirty days from the date of invoice for the services provided. All payment remittance shall be sent to:

City of San Diego Fire/EMS
PO Box 129030
San Diego, CA. 92112-9030
2. Program Participant will arrange any certification training needed and may track any current certifications on the San Diego Project Heart Beat online database management system.
3. Program Participant will select a PAD Program Liaison to manage and be the main contact person for its PAD Program site(s). Responsibilities of this position will include: a) oversight of documented maintenance checks; b) scheduling any desired in-service training; and c) responsibility for all necessary correspondence between the AED site(s) and SDFD PAD Program Personnel.
4. Program Participant will follow all requirements for a PAD Program set forth in California Civil Code section 1714.21 and California Health and Safety Code 1797.196.
5. If arranged and approved by SDFD, Program Participant may use a City of San Diego classroom or facility designated for CPR/AED training. Such use shall be limited solely for the purpose of CPR/AED training. Any unauthorized use of a City of San Diego classroom or facility shall constitute a substantial default and subject this agreement to termination.

D. Schedules and Timelines.

All training or other related schedules and timelines related to this Agreement are to be established between SDFD PAD Program Personnel and the Program Participant.

E. Dispute Resolution Process.

Initial disputes, should they arise, will be discussed and a resolution sought between Program Participant and the SDFD PAD Program Manager. If resolution is not achieved, second- and third-level supervisors from SDFD and Program Participant or their designee will seek resolution.

F. Termination.

Either Party may terminate this agreement at any time and for any reason by giving thirty (30) days' written notice to SDFD of such termination and specifying the effective date thereof.

G. Indemnification.

Program Participant shall defend, indemnify and hold the City of San Diego, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

Notwithstanding the foregoing, Program Participant agrees that it shall not hold SDFD, its officers, employees and/or agents, liable whatsoever for the malfunction of an AED, or for any use or misuse of an AED.

H. Modification of this Service Level Agreement.

This Agreement may only be modified with the prior written approval of both parties.

IN WITNESS WHEREOF, this Agreement is executed by City and Program Participant acting by and through their authorized officers.

Program Participant

By: _____

(signature)

Name: _____

Title: _____

Date: _____

City of San Diego

By: _____

Name: Vanessa Delgado

Title: Program Coordinator

Date: _____

Approved as to form this __ day of _____, 20____.

MARA W. ELLIOTT, City Attorney

By: _____

Deputy City Attorney

Print Name

Consent Item D.4.7.
Prepared by Tim Larson
September 7, 2021

Approval of San Diego County
Interagency Agreement for Providing
Educational Support to Foster Youth

BACKGROUND:

The San Diego County Office of Education wants to renew the interagency agreement that addresses the mandates and responsibilities of AB 490. AB 490 delineates the policies that govern foster care with respect to meeting the needs of students.

This agreement has been in force for the past five years and outlines how Child Welfare Services, Probation, Juvenile and Superior court and the Dependency Legal Group will share information to support foster children at school.

Included in Interagency Agreement is the Foster Youth-Student Information System (FY-SIS), which is a web-based student information system that enables school district personnel to quickly identify foster youth in their district. FY-SIS allows Foster Care Liaisons and school personnel to access the information they need to meet the unique educational needs of foster youth, while complying with the mandates of AB490.

RECOMMENDATION:

The administration recommends that the Board of Education approve the Interagency Agreement attached.

FISCAL IMPACT:

There is no fiscal impact.

STUDENT ACHIEVEMENT:

By providing a smoother transition for students involved in the foster care system, Santee School District will enable these students to achieve in school.

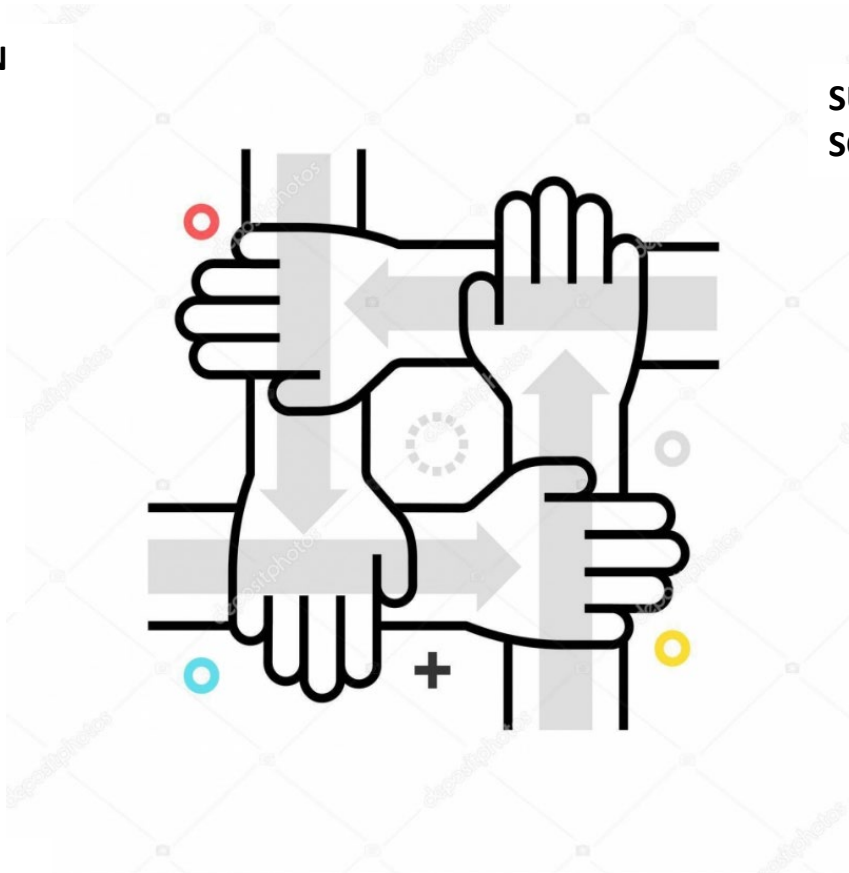
Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.7.

SAN DIEGO COUNTY INTERAGENCY AGREEMENT

**FOR PROVIDING EDUCATIONAL SUPPORT TO
STUDENTS IN FOSTER CARE**

**PROBATION
DEPARTMENT**



**HEALTH AND HUMAN
SERVICES
CWS**

**SUPERINTENDENT OF
SCHOOLS**

**PUBLIC AND
ALTERNATE
PUBLIC DEFENDER**

**SCHOOL
DISTRICTS**

**SUPERIOR
COURT**

**VOICES FOR
CHILDREN**

AUGUST 1, 2021

SAN DIEGO COUNTY

INTERAGENCY AGREEMENT AMONG:
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:
FOSTER YOUTH SERVICES COORDINATING PROGRAM

SAN DIEGO COUNTY LOCAL EDUCATION AGENCIES (LEAs)

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:
JUVENILE COURT AND COMMUNITY SCHOOLS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

SAN DIEGO COUNTY
HEALTH AND HUMAN SERVICES AGENCY CHILD WELFARE SERVICES
(A Placing Agency)

SAN DIEGO COUNTY PROBATION DEPARTMENT
(A Placing Agency)

SAN DIEGO COUNTY DEPARTMENT OF THE PUBLIC DEFENDER (SDPD) AND SAN DIEGO COUNTY
DEPARTMENT OF THE ALTERNATE PUBLIC DEFENDER (SDAPD)

CHILDREN'S LEGAL SERVICES OF SAN DIEGO, INC. (CLSSD)

VOICES FOR CHILDREN
COURT APPOINTED SPECIAL ADVOCATES (CASAs)

Prepared under the auspices of the Foster Youth Services Coordinating Program
Executive Advisory Council.

Copies can be obtained at the San Diego County Office of Education, Foster Youth Services
Coordinating Program & Homeless Education Services Program website

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-forms-and-brochures.aspx>

INTERAGENCY AGREEMENT TABLE OF CONTENTS

PART 1: OVERVIEW

- A. Acknowledgements
- B. Background
- C. Description of the Interagency Agreement

PART 2: AGREEMENT STAKEHOLDERS

PART 3: TERMS OF AGREEMENT AND SIGNATORIES

PART 4: PROCEDURES LISTED BY TOPIC

- A. Educational Rights and District-Appointed Surrogate Parents
- B. School Placement Choice
- C. Change in Schools
- D. Residential Placement
- E. Records, Lists, Student Contact, Notifications and Monitoring

**INTERAGENCY AGREEMENT
TABLE OF CONTENTS
APPENDIX**

All Appendix items listed below can be located at:

<https://drive.google.com/drive/folders/13i5bc5mOPLlvdTsp-Ngc6LQVjsgTZuFr?usp=sharing>

Appendix A Glossary of Terms

Appendix B Samples of Court Forms

B1. JV-535 Order Designating Educational Rights Holder

B2. JV-535(A) Attachment to Order Designating Educational Rights Holder

B3. JV-536 Local Education Agency Response to JV-535—Appointment of Surrogate Parent

Appendix C Placement Change Notification

Appendix D Foster Care Education Fact Sheets

Appendix E Sample Forms/Badges/Agreements

E1. Sample Badges:

A. CWS

B. Probation Department

C. CLS

D. Voices for Children

E2. Sample Agency/Substitute Care Provider Placement Agreement

E3. Sample Health and Education Passport

E4. Sample Placement Needs and Services Plan

E5. Sample Appraisal/Needs and Services Plan for Group Homes

E6. Sample School Emergency Card

E7. Sample Individual Education Program (IEP) Notice

Appendix F Court Companion to the Foster Youth Education Toolkit

Appendix G FYSCP Executive Advisory Council Contact List

Appendix H FYSCP IAA Committee Contact List

Appendix I AB 1909 Letter

Appendix J AB 490 Initial Intake Form

Appendix K AB 490 Case Closure Form

Appendix L Best Interest Determination Form

PART 1: OVERVIEW

A. Acknowledgements

This document was developed by a subcommittee of the Foster Youth Services Coordinating Program, Executive Advisory Council, chaired by Mindy Kukich, Coordinator for Foster Youth Services Coordinating Program of the San Diego County Office of Education. Stakeholders included:

County of San Diego:

Health and Human Services Agency, Child Welfare Services
Melinda Verbon, Policy Analyst
Probation Department
Chrystal Sweet, Division Chief, Placement Division
County Counsel
Jessica Smith, Senior Deputy County Counsel

Children's Legal Services of San Diego, Inc.:

Steve Wedel, Managing Attorney, Firm 3
Larry Fluharty, Director of Legal Services CLS

San Diego County Office of Education

Foster Youth Services Coordinating Program:

Mindy Kukich, Coordinator
Susanne Terry, Coordinator
Christina Luna, Educational Liaison

Juvenile Court and Community Schools:

Stephanie Johnston, Support Services Supervisor

Grossmont Union High School District:

Dr. Omar Zavalza, Coordinator Student Support Services

San Diego Unified School District:

Michele Einspar, Program Manager

Vista Unified School District:

Michelle Walsh, Student Services Coordinator

Sweetwater Union High School District:

Mariana Gomez, Program Manager

Superior Court of California, San Diego:

Beth Brown, Staff Attorney
Joy Lazo, Staff Attorney

Voices for Children:

Jane Wehrmeister, Senior Advocacy Supervisor

Contact information for the subcommittee members is listed in Appendix G.

B. BACKGROUND

STATEMENT OF THE PROBLEM

In 2018-2019 there were more than 2,300 children in foster care in San Diego County. Demographically, the foster care population in San Diego is similar to other jurisdictions, with children of color being overrepresented. The ethnic breakdown was as follows: 26% White, 45% Hispanic, 1% Native American, 4% Asian, 10% African American and 14% Other.

In 2018-2019 DATAQUEST reports show that 47% of students in foster care were below state standards for Smarter Balance English language arts and 56% did not meet Smarter Balance Math standards. The California Dashboard indicators show that students in foster care continue to have high rates of chronic absenteeism and are suspended at three times the rate of their peers. The College/Career indicator shows that students in foster care are far less prepared for college and careers by almost half the rate of other student groups.

Frequent changes in home and school placements can also have a detrimental effect on the academic performance and future success of children in foster care. Some of the barriers that children in foster care face as a result of frequent changes in placement include:

- Loss of education records, resulting in potential loss of academic credits and time spent in school and increased risk of dropping out of school
- Interruptions in their continuity of education, which further exacerbate the learning gaps that these students face
- Loss of health records, resulting in possible duplication of immunizations and a potential break in continuity of essential health care and medication
- Difficulties adjusting to changing care and school environments, resulting in stress and behavioral problems
- Loss of contact with persons familiar with their health, education, and well-being needs, resulting in inadequate care and inappropriate school placements
- Lack of permanent family or family-like support systems upon exit from foster care system
- Lack of bonding with peers, which can lead to higher risk of involvement in the juvenile justice system

LEGISLATIVE RESPONSE

In recent years, the California Legislature has taken an active role in addressing the academic needs of foster children by passing significant foster care education laws to ensure:

- A meaningful opportunity to meet state academic achievement standards
- Stable school placements
- Placement in the least restrictive educational programs
- Access to the academic resources, services, and extracurricular and enrichment activities available to all students
- Educational and school placement decisions that are based on the best interests of the child
- Timely transfer of students and their records when a change of school occurs
- FERPA exemptions for institutions, child welfare agencies and educational agencies working to improve the educational outcomes for students in foster care
- Immediate enrollment

- Placement, suspension, and expulsion notification
- Appointment of appropriate educational representatives who meet with the student
- Extended foster care for non-minor dependents
- Postsecondary support

The following legislation was enacted to support the academic needs of students in foster care and alumni of foster care:

- AB 2463 (Chapter 1129, Statutes of 1996) provides outreach, access, and retention services for foster youth interested in attending a California State University or community college.
- AB 490 (Chapter 862, Statutes of 2003) ensures school stability and enhanced educational opportunities for youth in foster care.
- SB 464 (Chapter 413, Statutes of 2003) requires a school district, special education local plan area, or county office of education to invite to the individualized education program (IEP) team meetings a representative of the group home in those cases in which a pupil with exceptional needs has been placed in a group home by a juvenile court.
- AB 1858 (Chapter 914, Statutes of 2004) sets standards and mandates to enhance the quality of non-public schools for students in foster care.
- SB 1639 (Chapter 668, Statutes of 2004) supports foster youths' right to access information on higher education and encourages the California Community Colleges, the California State University, and the University of California to disseminate information to foster care agencies regarding admissions requirements and financial aid.
- AB 1261 (Chapter 639, Statutes of 2005) amends an AB 490 section on school placement disputes, requires an organized process for school placements and requires local educational agencies to provide explanations regarding placements if they are disputed.
- The federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351) amended Title IV-E of the Social Security Act to require that case plans for children and youth in foster care include specified assurances for educational placement stability. It also provides for the cost of reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement as an allowable cost of foster care maintenance.
- In January 2008, the Judicial Council of California adopted a new set of court rules that make education a priority at every juvenile court hearing.
- AB 1393 (Chapter 391, Statutes of 2009) requires California State Universities and encourages the University of California and California Community Colleges to give priority for on-campus housing to emancipated foster youth.
- AB 167 (Chapter 223, Statutes of 2009), as amended by AB 216 (Chapter 324, Statutes 2013) exempts a youth in foster care who transfers from a new school during the eleventh or twelfth grade from completing locally imposed course requirements that exceed minimum state standards if those requirements would prevent graduation while the student remains eligible for foster care.
- AB 669 (Chapter 251, Statutes of 2009) exempts current or former foster youth 19 years of age or younger from California State University, University of California and California Community Colleges in-state residency requirements for tuition and fees.
- AB 81 (Chapter 76, Statutes of 2009) requires that a foster child who changes residences pursuant to a court order or the decision of a child welfare worker be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.
- SB 597 (Chapter 339, Statutes of 2009) conforms state law to the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 so that California's children and families can benefit from the opportunities in the federal law.

- SB 4 (Chapter 3, Statutes of 2009-10 Fifth Extraordinary Session) improves student achievement and enhances parental choice in education by providing additional options to pupils to enroll in public schools without regard to the residence of their parents. The Open Enrollment Act provides students enrolled in one of the 1,000,000 Open Enrollment schools the option to enroll in a school within the same district or any other district provided the school to which they are applying has a higher Academic Performance Index (API) than the pupil's school of residence.
- SB 1317 (Chapter 647, Statutes of 2010) defines a misdemeanor for parents or guardians of students in grades K-8 who are chronically truant and establishes a deferred entry of judgment program for such parents and guardians. A chronic truant is "any pupil subject to compulsory full-time education or to compulsory continuing education who is absent from school without a valid excuse for 10 percent or more of the schooldays in one school year, from the date of enrollment to the current date, provided that the appropriate school district officer or employee has complied with specified provisions of law."
- SB 1357 (Chapter 704, Statutes of 2010) requires the CDE, contingent on federal funding and in consultation with the Department of Finance and the Legislative Analyst's Office, to prepare CALPADS to include data on a quarterly rate of pupil attendance. It also requires that CALPADS be capable of issuing to local educational agencies periodic reports on district, school, class, and individual pupil rates of absence and chronic absentees, and states the intent of the Legislature to support the development of early warning systems to identify and assist pupils at risk of academic failure or of dropping out.
- AB 12, the California Fostering Connections to Success Act (Chapter 559, Statutes of 2010), as amended by AB 212 (Chapter 459, Statutes of 2011) conforms state law to federal law in order to maximize federal financial participation by opting in to kinship guardianship assistance payments provisions and extends transitional foster care services, including support of education, for eligible youth between 18 and 21 years of age pursuant to the federal Fostering Connections to Success and Increasing Adoptions Act of 2008. AB 12 also requires the placing agency to ensure that every school-aged child is enrolled or in the process of enrolling in a full-time school.
- AB 1933 (Chapter 563, Statutes of 2010) requires a local educational agency (LEA) to allow a child in foster care to remain in his or her school and district of origin for the duration of the court's jurisdiction. If the court's jurisdiction over a student terminates during the school year, the student may remain in the school through the end of the school year.
- SB 1353 (Chapter 557, Statutes of 2010) further defines "best interests of the child" for purposes of educational school placement. In addition, if out-of-home placement is used to attain case plan goals, the choice of placement must be close to the parent's home and must promote educational stability.
- AB 1573 (Chapter 93, Statutes of 2012) deems that a student in foster care, who remains in the school of origin, has met the residency requirements for attendance within that school district.
- AB 1712 (Chapter 846, Statutes of 2012) extends specified benefits to youth up to 21 years of age, described as nonminor dependents.
- AB 1909 (Chapter 849, Statutes of 2012) requires notification of meetings and hearings related to the discipline of a student in foster care to be provided to the holder of educational rights, the social worker, and the attorney for the student.
- AB 2060 (Chapter 176, Statutes of 2012) requires the court to determine the best appropriate educational rights holder for a student when a parent's educational rights have been limited. It also requires the educational surrogate to meet with the student and investigate the educational needs of the student.
- SB 121 (Chapter 571, Statutes of 2012) authorizes an LEA to provide the holder of educational rights with specified information and prohibits a licensed children's institution from requiring that a child be identified as an individual with exceptional needs as a condition of admission or

residency.

- SB 1568 (Chapter 578, Statutes of 2012) mandates that students in foster care be allowed to remain in their school of origin through graduation if their placement in care is terminated while the student is in high school.
- The Federal Uninterrupted Scholars Act (USA) of 2013 allows educational agencies to disclose pupil records, or the personally identifiable information contained in those records, to appropriate child welfare agency representatives engaged in addressing the pupil's educational needs (see 20 USC 1232g; 34 CFR 99.31).
- The Local Control Funding Formula (LCFF) (2013) overhauled the way California's public K-12 schools are funded, including new provisions related to foster youth.
- AB 1432 (Chapter 797, Statutes of 2014) requires the CDE to provide information to all schools, districts, and county offices of education regarding child abuse detection and reporting responsibilities of mandated reporters.
- SB 1023 (Chapter 771, Statutes of 2014) provides funds for services in support of postsecondary education for students in foster care.
- AB 2276 (2014) requires county offices of education and probation departments to develop a joint transition and planning policy to ensure all youth are effectively reintegrated into the district school system.
- AB 220 (Chapter 165, Statutes of 2015) provides that a student completing coursework which meets or exceeds the content standards for Algebra I or Mathematics 1 shall be deemed to have satisfied the graduation requirement.
- AB 224 (Chapter 554, Statutes of 2015) requires the CDE to develop a standardized notice of the educational rights of students in foster care and make the notice available to educational liaisons for dissemination.
- AB 379 (Chapter 772, Statutes of 2015) allows students in foster care to enforce their educational rights through the State's Uniform Complaint Procedure.
- AB 854 (Chapter 781, Statutes of 2015) changes "Foster Youth Services Programs" to "Foster Youth Services Coordinating Programs," aligning its definition with the LCFF definition which includes all students in foster care.
- AB 1166 (Chapter 171, Statutes of 2015) provides that if a district fails to provide timely notice of a student's eligibility determination for AB 167/216, the student is to be declared eligible for the exemption, even if the student is no longer in foster care.
- SB 445 (Chapter 289, Statutes of 2015) revises the definition of a local educational agency, as it pertains to the required appointment of a foster care educational liaison, to include all charter schools.
- The Every Student Succeeds Act (2015) reauthorizes the 50-year-old Elementary and Secondary Education Act (ESEA), the nation's education law. It contains provisions specific to foster youth, including protections related to school stability and transportation, mandatory data reporting, and agency collaboration.
- AB 379 (2015) makes foster youth education rights enforceable through the State's Uniform Complaint Procedure (UCP).
- AB 1432 (2015) requires all school personnel to complete an approved Mandated Reporter Training annually.
- AB 288 (2015) authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education or preparation for students.
- AB 1962 (2018) changes the definition of "foster youth" for state funding and accountability purposes by adding a dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the tribal

court's jurisdiction in accordance with the tribe's law, provided that the child would also meet one of the descriptions in WIC § 300 describing when a child may be adjudged a dependent child of the juvenile court. This change is effective the 2020-2021 fiscal year.

- AB 1974 (Chapter 577, Statutes of 2018) prohibits a public school or school district from taking negative action against a pupil or former pupil in foster care.
- AB 2083 (2018) requires each county to develop and implement a memorandum of understanding, as specified, setting forth the roles and responsibilities of agencies and other entities that serve children and youth in foster care who have experienced severe trauma.
- AB 2657 (2018) prohibits an educational provider from using a behavioral restraint or seclusion in certain circumstances, including, but not limited to, for the purpose of coercion, discipline, convenience, or retaliation, and prohibits the use of certain restraint and seclusion techniques.
- AB 1835 (2020) requires each school district, county office of education, and charter school to identify unspent supplemental and concentration grant funds by annually reconciling and reporting to the department its estimated and actual spending of those moneys. Requires unspent funds identified pursuant to these provisions to continue to be expended to increase and improve services for unduplicated pupils and requires each local educational agency to report the amounts of unspent funds identified in its local control and accountability plan.
- SB 860 (2020) requires the plan to also describe how the program will coordinate efforts to ensure, to the extent possible, the completion of the Free Application for Federal Student Aid or the California Dream Act Application for foster youth pupils who are in grade 12 as part of the Foster Youth Services Coordinating Program.

PURPOSE OF THE INTERAGENCY AGREEMENT

The ability of the system to mitigate academic obstacles faced by children and youth in foster care is too often hampered by unclear lines of responsibility and accountability and unshared or incomplete information. For the purposes of this agreement, students in foster care are defined by:

EC 48853.5(a) This section applies to a foster child. "Foster child" means a child who has been removed from his or her home pursuant to Section 309 of the Welfare and Institutions Code, is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code, or has been removed from his or her home and is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code.

EC 42238.01(b) "Foster youth" means any of the following:

A child who is the subject of a petition filed pursuant to Section 300 of the Welfare and Institutions Code, whether or not the child has been removed from his or her home by the juvenile court pursuant to Section 319 or 361 of the Welfare and Institutions Code.

A child who is the subject of a petition filed pursuant to Section 602 of the Welfare and Institutions Code, has been removed from his or her home by the juvenile court pursuant to Section 727 of the Welfare and Institutions Code, and is in foster care as defined by subdivision (d) of Section 727.4 of the Welfare Institutions Code.

A non-minor under the transition jurisdiction of the juvenile court, as described in Section 450 of the Welfare and Institutions Code, who satisfies all of the following criteria:

- He or she has attained 18 years of age while under an order of foster care placement by the juvenile court, and is not more than 21 years of age, on or after January 1, 2014, and as described in Section 10103.5 of the Welfare and Institutions Code.

- He or she is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization that entered into an agreement pursuant to Section 10553.1 of the Welfare and Institutions Code
- He or she is participating in a transitional independent living case plan pursuant to Section 475(8) of the federal Social Security Act (42 U.S.C. Sec. 675), as contained in the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351), as described in Section 11403 of the Welfare and Institutions Code.

A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the tribal court's jurisdiction in accordance with the tribe's law, provided that the child would also meet one of the descriptions in Section 300 of the Welfare and Institutions Code describing when a child may be adjudged a dependent child of the juvenile court.

Therefore, the purpose of the Interagency Agreement is to specify the roles and responsibilities of the agreement stakeholders collectively referred to hereafter as "stakeholders" and to establish procedures for the implementation of the law at the local level.

WEB-BASED INFORMATION SHARING

The Foster Youth Services Coordinating Program of the San Diego County Office of Education (FYSCP) retired a secure web-based system, Foster Youth – Student Information System (FY-SIS[®]) in 2019. FYSCP agreed to provide a new secure web-based information system known as Foster Focus in 2020 to store demographic, health, and education information for youth who are under the jurisdiction of the Superior Court of California, County of San Diego, Juvenile Division (Juvenile Court).

The Sacramento County Office of Education (SCOE) administers the Foster Focus Student System and provides secure, web-based communication between education agencies and placement agencies. Foster Focus allows for the automatic matching of records from district student information systems, the Child Welfare System/Case Management System (CWS-CMS) and CALPADS. This system allows information to be exchanged between schools and districts as students experience school placement changes.

The new Memorandum of Agreement (MOA) was signed and executed between the County of San Diego (County) Health and Human Services Agency, Child Welfare Services (HHS- CWS) and Department of Probation (Probation), and the San Diego County Superintendent of Schools (SDCSS) in 2020.

The sharing of records and information is consistent with amendments to the Federal Education Records and Privacy Act and the Education Code which allow educational agencies to share a foster youth's education records directly with appropriate child welfare agency representatives who have legal responsibility for the care and protection of the pupil, for purposes of addressing the pupil's educational needs. (See 20 USC 1232(g); 34 CFR 99.31; EC 49076)

WEB-BASED INFORMATION AVAILABLE

School districts benefit from Foster Focus by having access to information that is otherwise difficult to obtain. Schools and districts can identify all students in their school or district who are currently supervised by Juvenile Court, either as a dependent or as a ward. Additional information available includes (but is not limited to): the name and contact information for the child's social worker or probation officer and the person holding educational rights; education records (prior school placements, attendance, grades, etc.). EC 49076; WIC 827(a)(1)(G) & (b); San Diego Superior Court Local Rule. 6.4.16.

AGREEMENTS

The school district of attendance will share educational data from its local student information system to Foster Focus for students under the jurisdiction of the court after a linking agreement is executed between FYSCP and the school district. School districts will pay an initial linking fee of \$5,000. The school district will pay a fee of \$500 for each additional year thereafter.

SCOE will provide support to linking school districts to securely transfer student information to Foster Focus using a secure server.

Only those individuals authorized to use Foster Focus will be given access to information via an approval from the agency or district representative designated as their Foster Focus administrator. All agencies shall comply with relevant State and Federal law and other applicable local rules which relate to records use, security, confidentiality, privacy, dissemination, and retention/ destruction. This includes (but is not limited to) the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), the California Education Code, and the California Welfare and Institutions Code. A complete listing of duties and responsibilities may be found in the San Diego County Foster Focus MOA. EC 49076 and WIC 827(b) and WIC 827(a)(1)(G) and San Diego Local Rules 6.6.4.16.

PRIOR AGREEMENTS ARE SUPERSEDED

This agreement supersedes all prior agreements made with respect to Foster Focus and the FOSTER FOCUS[®] system, with the exception of the San Diego County Foster Focus MOA, which remains in full force and effect.

No agency is required to share student records or information if not permitted by applicable state or federal laws and no agency receiving student records or information under this Agreement may further disclose it unless as permitted by applicable laws.

Relevant to participation in an interagency data information system:

- Each participating agency/district must develop security procedures or devices by which unauthorized personnel cannot access data in the system.
- Each participating agency/district must develop procedures or devices to secure privileged or confidential data from unauthorized disclosure.
- Each school district must comply with the access log requirements of Section 49064.
- The right to access information shall not include the right to add, delete, or alter data without written permission of the agency holding the data; and
- Each agency or district shall not make public or otherwise release information on an individual contained in the database if the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation

C. Description of the Interagency Agreement

FOUNDATION

This is San Diego County's fifth Interagency Agreement. It is based on:

- The first, second, third, and fourth Interagency Agreements (which, as noted in Part 1(B), are superseded by this fifth Interagency Agreement).
- The legal requirements for addressing the academic needs of foster youth.

CHANGES

Following the adoption of the first four Interagency Agreements, the San Diego County Superintendent of Schools/San Diego County Office of Education: Foster Youth & Homeless Education Services conducted workgroups with cross-system stakeholders to solicit review and feedback on how the Agreement was working. Stakeholders indicated changes to reflect a more accurate picture of how specific topics were being put into practice. In addition, the policy and procedure sections from the previous agreement were joined into one section where information is more easily found in one place.

In addition, new legislation has expanded the legal requirements for meeting the academic needs of students in foster care. These additions were incorporated into this Agreement.

The Interagency Agreement is a living document that will continue to develop as the legislation and the systems serving youth continue to evolve. These changes will be reflected by amendments with revisions sent to all.

THE BODY

The Interagency Agreement has four major components as well as appendices for the Reader's Reference.

- Part 1: Overview
- Part 2: Agreement Stakeholders
- Part 3: Terms of Agreement and Signatories
- Part 4: Procedures Listed by Topic

THE APPENDICES

Because the Interagency Agreement represents the intersection of Health and Human Services, Probation and Education, the subcommittee took this opportunity to provide supplemental information that may help each profession gain a better understanding of the others. For example, the glossary has been substantially expanded and includes a few commonly used terms as well as those specifically included in the body. Another major component of the appendices is the inclusion of the California Foster Youth Education Task Force (CAFYETF) California Foster Youth Education Law Fact Sheets that explain key education functions related to foster care.

Forms and sample letters include:

- Modification from prior agreement
- Glossary
- Sample JV-535
- Sample JV-535(A)
- Sample JV-536
- Sample Badges: CWS, Probation, CLSSD & Voices for Children
- Sample Group Home and Foster Home Agreements
- Sample School Emergency Card
- Judicial Checklist re: Education
- Sample Health & Education Passport
- Sample Needs & Services Plan

- Sample Appraisal/Needs & Services Plan for Group Homes
- Foster Care Education Fact Sheets
- School Enrollment / Disenrollment Notice for Foster Youth
- Contact List by Agency
- Subcommittee Contact Information
- AB 1909 Letter
- AB 490 Initial Intake Form
- AB 490 Case Closure Form
- Best Interest Determination Form

All Appendices items can be located at <https://drive.google.com/drive/folders/13i5bc5mOPLlvdTsp-Ngc6LQVjsgTZuFr?usp=sharing>

IMPLEMENTATION

Training is provided to all stakeholders on an ongoing basis, including implementation of the procedures in the Interagency Agreement. Stakeholders having difficulties with any aspect of the procedures are encouraged to contact the FYSCP office at (858) 298-2060, which will facilitate the communication so that solutions can be explored for incorporation into updates.

FORMAT

The Interagency Agreement will be accessible electronically at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-forms-and-brochures.aspx>

PART 2 AGREEMENT STAKEHOLDERS

This Agreement is entered into by the following stakeholders:

Education Agencies:

- SDCOE: Foster Youth Services Coordinating Program (FYSCP)
- San Diego County Local Education Agencies (LEAs)
- SDCOE: Juvenile Court and Community Schools

Placing Agencies:

- County of San Diego Probation Department (Probation)
- County of San Diego Health and Human Services Agency (HHSA) - Child Welfare Services (CWS)

Superior Court of California, County of San Diego (SCCSD)

Children's Legal Services of San Diego, Inc. (CLSSD)

San Diego County Department of the Public Defender (SDPD)

San Diego County Department of the Alternate Public Defender (SDAPD)

Voices for Children - Court Appointed Special Advocates (CASAs)

AGREEMENT PARTICIPANT DESCRIPTIONS

EDUCATION AGENCIES

Foster Youth Services Coordinating Program (FYSCP):

As outlined in AB 854, the Foster Youth Services Coordinating Program has successfully supported the educational achievement of pupils in foster care. This success has contributed to landmark California education finance reform that prioritizes the educational needs of pupils in foster care. The County Office of Education is uniquely situated to support interagency collaboration and capacity building, both at the system and individual pupil level, focused on improving educational outcomes for pupils in foster care.

As a key component to the successful implementation of the local control funding formula (LCFF), the FYSCP should support and facilitate such collaboration and capacity building while preserving the ability to provide direct services when there are identified gaps in services at the local level and the local Executive Advisory Council determines that these services are needed and aligned with local control and accountability plan priorities.

San Diego County Local Education Agencies (LEAs):

An LEA can be a public school district or a body that oversees multiple schools, including primary and secondary public and private schools. The responsibilities of an LEA may include operating the public school system, distributing grant money to school projects, and contracting for educational services.

PLACING AGENCIES

County of San Diego Probation Department (Juvenile Probation):

The Probation Department reports directly to the Juvenile Court on compliance with the Court's orders, provides supervision of the youth on Probation, and provides custodial programming for youth at three locations: Kearny Mesa Juvenile Detention Facility, East Mesa Juvenile Detention Facility, and Urban Camp. Probation provides services to strengthen families and keep families together as well as ongoing efforts to reunify youth with their family following a removal. Probation assesses youth for trauma, mental health, medical, familial, and criminogenic needs. Probation utilizes a wide variety of evidence-based prevention and intervention programs, case planning and case management to assist youth and their families. In conjunction with effective case planning, Probation works collaboratively with local

schools, community-based organizations, Health and Human Services (HHS), Child Welfare Services (CWS), and Behavioral Health Services (BHS), to provide the most appropriate and pertinent services. Through its Youth Development and Community Support Services (YDCSS) team members and client-centered partnerships, Probation continues to stand in Department values and become innovative through evidence-based and best practices in continuum of care, supervision, accountability, and a restorative practice philosophy within a culture of caring in promoting public safety.

County of San Diego Health and Human Services Agency (HHS) - Child Welfare Services (CWS):

Child Welfare Services (CWS) is committed to excellence in the delivery of culturally competent, family-centered, and child-focused protective services. CWS investigates reports of suspected child abuse and neglect and intervenes with families who do not meet the minimum community standards of health and safety as required by law. Investigations are conducted in a thorough and professional manner. Family interventions are completed in the least intrusive manner necessary for the protection of the child. In addition to these services, CWS administers the following: Polinsky Children’s Center, a 24-hour facility for the temporary emergency shelter of children; San Pasqual Academy, a first-in-the-nation residential education campus for adolescent foster youth; foster care eligibility and licensing; group home placement services for foster youth with emotional and behavioral issues; services to emancipating foster youth; adoptive home assessments and placements; and critical support services to regional operations.

This Agreement is not applicable in situations where there is another placing agency not listed in this definition.

SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO (SCSD):

The San Diego Superior Court serves all of San Diego County as one of the state’s 58 trial courts. The court has jurisdiction over criminal cases, traffic and minor offense cases, civil cases, family law cases, probate cases, and juvenile cases, including dependency, juvenile justice, and emancipations.

CHILDREN’S LEGAL SERVICES OF SAN DIEGO, INC. (CLSSD):

Children’s Legal Services of San Diego, Inc. (CLSSD) is a non-profit public benefit corporation representing indigent children in San Diego County’s juvenile dependency courts, as well as juvenile justice-involved youth.

SAN DIEGO COUNTY OFFICE OF THE PUBLIC DEFENDER:

The San Diego County Office of the Public Defender provides quality legal assistance to individuals charged with a crime in state court who are financially unable to retain private counsel. Juvenile justice matters are handled by three special units within the office.

SAN DIEGO COUNTY DEPARTMENT OF THE ALTERNATE PUBLIC DEFENDER (SDAPD):

The SDAPD represents defendants in cases where the Primary Public Defender has a conflict of interest or is unable to represent the accused for various reasons. For example, it would be a conflict of interest for the same office to represent all defendants charged with the commission of the same crime. As a result, the Board of Supervisors voted to create a second public defender office in 1990.

VOICES FOR CHILDREN – COURT-APPOINTED SPECIAL ADVOCATES (CASAs):

Voices for Children works with key agencies, legal counsel, educational institutions, and community programs to identify and protect the best interests of each child. A court order grants the CASA volunteer access to educational records and to speak with school staff, regardless if they are appointed as the child’s educational surrogate. Voices for Children staff members are also privy to this information if a CASA is assigned. CASAs make recommendations to the Court about the permanent placement of a child (or sibling group); follow the child's progress through various placements; facilitate communication with all parties involved in a case; and commit to serve as a CASA for at least 18 months. Voices for Children also employs Case Liaisons who are stationed in each of San Diego’s dependency courtrooms. These paid employees triage cases in real time, capture important information about the complexity and severity of each child’s case, and find and advocate for services on less urgent cases. Case Liaisons have the same right to information as CASA volunteers.

PART 3 TERMS OF AGREEMENT AND SIGNATORIES

TOBACCO-FREE FACILITY

The San Diego County Office of Education (SDCOE) is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office of Education property.

PERIOD OF AGREEMENT

This agreement will be effective from August 2021 to July 2026. SDCOE: Foster Youth Services Coordinating Program will convene a subcommittee to review the document annually in response to legislative changes and input from member agencies. All of the parties may elect to extend this Agreement for any period beyond five years, pursuant to the amendment requirements described under the “Amendments to this Agreement” section below.

TERMINATION

Prior to the expiration date of this Agreement, a party may terminate this Agreement for convenience at any time by providing written notice of the intent to terminate upon all parties pursuant to the ‘Notice’ requirement in Part 4 of this Agreement. Upon termination of this Agreement, if a party retains information received under it, any subsequent use, storage, and access to such information will continue to be subject to the terms and conditions of this Agreement.

CONFIDENTIALITY AND INFORMATION SHARING

Release of information and information sharing with and to SDCOE-FYSCP and among signatories of the Agreement is pursuant to EC 49076 (a)(1), WIC 827(a)(1)(G) & (b) and San Diego Superior Court Local Rules, rule 6.6.4.(16).

Any sharing of specific information is in compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the Uninterrupted Scholars Act of 2014, the Child Abuse Prevention and Treatment Act (CAPTA), and the Health Insurance Portability and Accountability Act (HIPAA). This information will be used solely for meeting the educational needs of foster youth and shall not be shared with others or

used for any other purposes. All such released information is also subject to all applicable federal, state, and local laws, rules, regulations, policies and other applicable court orders regarding confidentiality and privacy.

INSURANCE

Each party must obtain at its own cost and expense, and keep in force and effect during the term of this Contract, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.

INDEMNIFICATION

- 1.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party:** Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.
- 1.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 1.3 below.
- 1.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 1.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

Notwithstanding the foregoing language, nothing in this Agreement shall be construed as (1) a waiver of any legal rights to judicial or quasi-judicial immunity that apply to the San Diego Superior Court, its employees, and/or its judicial officers; or (2) a promise to indemnify any party to this Agreement with respect to any actions by the Court, its employees, and its judicial officers that are subject to judicial or quasi-judicial immunity; or (3) limitations on the judicial discretion of the Court's judicial officers.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and, with the exception of the FOSTER FOCUS[®] MOA referenced in Part 1(B) of this Agreement and the Countywide Transportation MOA and County Contract 564834 referenced in Part 4(E), no prior writings, or representations of any nature, written or oral, shall be deemed to vary the provisions hereof.

AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended to reflect changes in legislation or policy. Amendments will be sent in writing to a representative of each party to this Agreement. Parties to this Agreement are identified below in the 'Signatories to Agreement' section of Part 4.

GOVERNING LAW

This Agreement will be deemed to have been made in and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California.

COMPLIANCE WITH APPLICABLE LAWS

All responsibilities identified in this Agreement shall be performed in accordance with applicable federal, state, and local laws, rules, regulations, and policies.

NOTICE

All notices, requests, demands and other communications made to parties under this Agreement shall be in writing and delivered personally or sent by United States first class mail, postage prepaid, to the addresses set forth in the "Signatories to Agreement" section below.

NON-ASSIGNMENT

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto. None of the rights, privileges, interests, duties or obligations created by this Agreement are assignable by a party without the prior written consent of all the remaining parties.

Signatories to Agreement

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

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SAN DIEGO COUNTY
HEALTH & HUMAN SERVICES AGENCY**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**COUNTY OF SAN DIEGO PROBATION
DEPARTMENT**

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHILDREN'S LEGAL SERVICES OF SAN DIEGO, INC.

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

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

**SAN DIEGO COUNTY OFFICE OF
THE PUBLIC DEFENDER**

By (Authorized Signature)

Name (Type or Print)

Title

Date

VOICES FOR CHILDREN

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SAN DIEGO COUNTY OFFICE OF THE
ALTERNATE PUBLIC DEFENDER**

By (Authorized Signature)

Name (Type or Print)

Title

Date

JCCS

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

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

ELEMENTARY SCHOOL DISTRICTS

ALPINE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CAJON VALLEY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHULA VISTA

By (Authorized Signature)

Name (Type or Print)

Title

Date

BONSALL UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARDIFF

By (Authorized Signature)

Name (Type or Print)

Title

Date

DEHESA

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

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

ELEMENTARY SCHOOL DISTRICTS (continued)

DEL MAR UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ENCINITAS UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION ELEMENTARY

By (Authorized Signature)

Name (Type or Print)

Title

Date

ESCONDIDO UNION ELEMENTARY

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION ELEMENTARY

By (Authorized Signature)

Name (Type or Print)

Title

Date

LA MESA-SPRING VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

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

ELEMENTARY SCHOOL DISTRICTS (continued)

LAKESIDE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

NATIONAL

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN PASQUAL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

LEMON GROVE

By (Authorized Signature)

Name (Type or Print)

Title

Date

RANCHO SANTA FE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN YSIDRO

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

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

ELEMENTARY SCHOOL DISTRICTS (continued)

SANTEE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOUTH BAY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLECITOS

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOLANA BEACH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SPENCER VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

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

HIGH SCHOOL DISTRICTS

ESCONDIDO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

GROSSMONT UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGUITO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SWEETWATER UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

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

UNIFIED SCHOOL DISTRICTS

BORREGO SPRINGS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CORONADO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

OCEANSIDE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARLSBAD UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

MOUNTAIN EMPIRE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

POWAY UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

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

UNIFIED SCHOOL DISTRICTS (continued)

RAMONA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN MARCOS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VISTA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLEY CENTER-PAUMA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

WARNER UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

PART 4

PROCEDURES LISTED BY TOPIC

OVERVIEW

This section of the Interagency Agreement sets forth specific procedures and responsibilities of stakeholders in addressing the educational needs of children in foster care. This section combines two sections from the previous agreement (Policies and Procedures) and outlines the basis in law as well as local agreement.

TOPICS COVERED

The six major components of Part 4 are:

- Educational Rights and District-Appointed Surrogate Parents
- School Placement Choice
- Change in Schools
- Residential Placement
- Records, Lists, Notifications and Monitoring
- Transportation

A. Educational Rights and District-Appointed Surrogate Parents

DEFINITIONS

California law refers to the person who has been given educational rights by the court as an “educational representative” or “educational rights holder” and the person appointed by school districts as a “surrogate parent.” However, the federal government refers to the person appointed by the court as a “surrogate parent.” In this document the phrase “person holding educational rights” is used when referring to the person appointed by the court and the term “district-appointed surrogate parent” is used when referring to the person appointed by the school district.

ORGANIZATION OF THIS SECTION

The authorities, responsibilities and procedures regarding educational rights are presented first, followed by those relating to district-appointed surrogate parents.

Educational Rights

OVERVIEW

Normally, parents or legal guardians have the right to make educational decisions for their children. This continues to be the case, even after children enter the foster care system, unless the court determines that it is in the best interest of the child to limit the educational rights of the parents and assign

someone else as the responsible person to serve this function. Resource parents/caregivers may or may not be the persons holding educational rights. The court may appoint one or more persons to jointly hold a student’s educational rights (please refer to “Procedures re: Educational Rights” section).

PLACING AGENCY RESPONSIBILITIES

Placing agencies will:

1. Identify who holds educational rights at the time of out-of-home placement (and at all subsequent hearings) and state whether it is appropriate for them to retain those rights
2. When appropriate, recommend to the court that educational rights be limited and recommend an alternate rights holder
3. Keep a record of who holds educational rights for a foster youth
4. Inform the person holding educational rights of their role and responsibilities
5. In the event that the person holding educational rights resigns, notify the court so that an alternate can be assigned
6. Notify the caregivers of who holds educational rights and of any change in the educational rights holder
7. Inform the AB 490 School District Foster Care Liaison of who holds educational rights and of any changes in the educational rights holder

CRC 5.651(b)(2); WIC 358.1, 366.1, 727.2

EDUCATIONAL RIGHTS HOLDER RESPONSIBILITIES

The person who holds educational rights represents the child in matters relating to regular and special education. A person holding educational rights has the same educational rights as a parent/legal guardian and should be a strong advocate for the child in all education matters. All decisions made must be based on the best interest of the child. The person holding educational rights is also required to:

1. Meet with the child at least once
2. Consult with those involved in the child’s education
3. Review education records
4. Request/provide written consent for all assessments and services
5. Participate in determining whether it is in the child’s best interest to attend a school operated by the local school district, be placed in another educational program, or continue in the school of origin when moved to a new placement
6. Comply with laws pertaining to confidentiality of student records
7. Notify the placing agency upon resignation from the child’s case
8. With respect to an Individualized Education Program (IEP):
 - a. Request an assessment if appropriate, and approve all IEPs
 - b. Attend all meetings
 - c. Meet with the child at least once in advance of a meeting
 - d. Review and revise the plan
 - e. Provide written consent to the IEP

EC 48850 et seq., 56055; GC 7579.5; WIC 16000(c); CRC 5.650(f)

Concerns regarding the roles and responsibilities of a student’s educational rights holder should be directed to the youth’s assigned case worker or probation officer.

SCCSD (JUVENILE COURT) RESPONSIBILITIES

The SCCSD (Juvenile Court) shall:

- Require that court reports, case plans, assessments and permanency plans address the following:
 - (a) The child’s educational entitlements and how those entitlements are being satisfied.
 - (b) Information to assist the court in deciding whether the right of the parent/guardian to make educational decisions should be limited; and
 - (c) Information concerning whether the school has met its obligation to provide educational services to the child.
- Where feasible, provide oversight of placing agencies to ensure the child’s educational rights are investigated, reported, and monitored.
- Ensure that each parent/ guardian receives information and available assistance concerning the child’s educational entitlements. (Standards of Judicial Administration 5.40(h).)

A. The court may appoint a responsible adult to make educational decisions.	
IF the.....	THEN the court.....
B. court cannot identify a responsible adult, but no IEP is involved or potentially involved	with input from others, will make the educational decisions
C. court cannot identify a responsible adult AND the child is potentially eligible for special education or already has an IEP	will refer the child to the LEA to appoint a district surrogate.
D. child is in a permanent placement formerly called long term foster care	may: <ul style="list-style-type: none"> • Allow resource parents/caregiver to represent the child without a court appointment. However, current local policy requires the submission of a JV-535 to the court • Determine that any or all of the above may not make educational decisions for the child. CRC 5.651(b)(1)

SDCOE: FYSCP RESPONSIBILITIES

SDCOE: FYSCP will maintain a secure web-based database known as Foster Focus. Utilizing data received from HHSA-CWS, San Diego Juvenile Court, San Diego Probation and all San Diego County School Districts, Foster Focus will collect and store education information for foster youth in the dependency and juvenile justice systems. This includes information about educational representatives on the JV-535 forms received from the Juvenile Court Clerk. FYSCP will maintain the strictest confidentiality of this information and will ensure that only authorized users are allowed access to Foster Focus. FYSCP will ensure that all schools and school districts have access to this information in order to identify the educational rights holder by emailing an encrypted or password-protected copy of the JV-535 after it is uploaded to Foster Focus.

EDUCATIONAL RIGHTS HOLDER PROGRAM (ERHP)

This program is an agreement between the Children's Legal Services of San Diego, Inc. (CLSSD), HHSA-CWS, San Diego County Superintendent of Schools, FYSCP, San Diego Volunteer Lawyer Program, Inc. (SDVLP), University of San Diego – Education and Disability Clinic (USD-EDC), and University of San Diego -- Children's Advocacy Institute (USD-CAI) & Advocates for Children and Education (USD-ACE). The ERHP intends to eliminate delays in meeting the educational rights of foster youth by training and providing student volunteers from USD to serve as Educational Rights Holders (ERHs) on a short-term basis until a permanent ERH can be appointed. In appropriate cases and considered on a case-by-case basis, a volunteer from ERHP can serve as a temporary ERH until educational rights are transferred to another individual who can serve as a permanent ERH or educational rights are transferred back to the parent(s), guardian(s), or Indian custodian(s) of the student in foster care.

LOCATION OF INFORMATION

Sources for identifying who holds educational rights are the:

- FOSTER FOCUS®
- Health and Education Passport (See Appendix E3)
- Placing Agency
- Minor's counsel

DURATION OF APPOINTMENT

If a person is assigned to hold educational rights, the assignment lasts until:

- The youth reaches age 18
- A non-minor dependent chooses to have another adult appointed while in extended foster care
- Another adult is appointed instead
- The educational rights of the parent, guardian or Indian custodian are restored
- A successor guardian or conservator is appointed
- The person resigns

WIC 361, 726; GC 7579.5; CRC 5.650.

Procedures Re: Educational Rights

Step 1: PETITION THE COURT

The following entities may petition the court to limit the educational rights of the parents. The table below sets forth the process.

Who can petition the court?	<ul style="list-style-type: none">• The placing agency• The child's attorney <p>Note: Others with concerns re: the person holding educational rights should contact the placing agency.</p>
-----------------------------	---

How?	<ul style="list-style-type: none"> • Complete the Order Designating Educational Rights Holder (Form JV-535) and Attachment to Order Designating Educational Rights Holder (Form JV-535(A)). See Appendix B1. • Be prepared to recommend a responsible adult to serve as the ERH.
When?	At any stage in the case, or an ex parte or special hearing may be requested.

STEP 2: THE COURT DECIDES

After hearing evidence, the court may limit the educational rights of the mother, father, guardian, Indian custodian, or anyone holding educational rights.

If the court has limited the educational rights of the parents, guardian, or Indian custodian, there are four possible outcomes which are listed in the table below:

E. The court may appoint a responsible adult to make educational decisions.	
IF the.....	THEN the court.....
F. court cannot identify a responsible adult, but no IEP is involved or potentially involved	with input from others, will make the educational decisions.
G. court cannot identify a responsible adult AND the child is potentially eligible for special education or already has an IEP	will refer the child to the LEA to appoint a district surrogate.
H. child is in a another planned permanent living arrangement (APPLA, formerly called long term foster care)	may allow resource parents/caregiver to represent the child without a court appointment (however, current local policy requires the submission of a JV-535 to the court)

STEP 3: CHOICE OF APPOINTMENT

The first choice for appointment of a person to hold educational rights is the child's Substitute Care Provider (includes relative, non-related extended family member, foster parent, or resource parent/caregiver).

If none of the above is feasible, the next choice is another involved adult such as:

1. A relative who is not a current caregiver
2. A non-related extended family member who is not a current caregiver
3. A CASA volunteer
4. A mentor to the child
5. Another adult known to the child

PERSONS NOT APPROPRIATE FOR APPOINTMENT DUE TO A CONFLICT OF INTEREST

1. Licensed Care Institution (LCI) staff
2. Placing agency staff
3. The child's attorney

STEP 4: TRANSFER OF DOCUMENTS

The following documents are transferred when the educational rights holder changes:

Task	Action
1.	The juvenile court clerk emails the JV-535 and JV 535(A) Forms (Appendix B1) to: a. the FYSCP Designee
2.	The FYSCP Designee: a. enters the information into Foster Focus® b. sends an encrypted email with the JV-535 Form to the AB 490 School District Foster Care Liaison and Regional FYSCP Liaison to share with the Placing Agency HEP OA.
3.	The AB 490 School District Foster Care Liaison sends the JV-535 Form to the designated school personnel.

Note: The minor's attorney is notified of the change in educational rights holder via the court minute order or at the next court hearing.

STEP 5: COMMUNICATION

The school provides the following to the person holding educational rights and the CASA, if one is assigned, regardless of whether the CASA is assigned educational rights. The CASA's court order gives the CASA the right to receive information related to a child's education, regardless of whether the CASA is assigned to hold educational rights, including:

- Copies of progress reports, report cards, transcripts, and any other pertinent school records, including disciplinary reports.
- Inclusion in:
 - o all meetings pertaining to special education and general education programs
 - o review of and consent to the recommendations of the IEP team
 - o the determination of whether it is in the child's best interest to attend a school operated by the local school district, be placed in another educational program, or continue in the school of origin when moved to a new placement
- Notification of:
 - o all meetings, including but not limited to parent-teacher conferences, student study team meetings, IEP and Student Attendance Review Board (SARB) meetings
 - o disciplinary actions, including suspensions and expulsions
 - o attendance issues

District-Appointed Surrogate Parents

OVERVIEW

There are times when the court limits the educational rights of the parents, guardian, or Indian custodian but:

- No substitute has been appointed as the responsible person, or
- No parent, guardian, or Indian custodian can be identified, or
- No parent, guardian, or Indian custodian can be located.

If this situation exists for a child who has an IEP or is referred for an IEP assessment, the court will ask the LEA to appoint a district surrogate parent.

LOCATION OF INFORMATION

Sources for locating the identity of the district-appointed surrogate parent, if applicable, are the:

- Health and Education Passport (Appendix E3)
- Foster Focus[®]
- Placing Agency
- AB 490 School District Foster Care Liaison (a current list of AB 490 School District Foster Care Liaisons can be found on the FYSCP website at: <https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-programs-services.aspx>)

DURATION OF APPOINTMENT

The duration of appointment as a district surrogate parent is the same as for a person assigned to hold educational rights, except when the child moves to a different school district. At that time, a new surrogate would have to be appointed by the district serving the child.

RESPONSIBILITIES

The district-appointed surrogate parent shall:

- Represent the child in matters relating to regular and special education. A person holding educational rights has the same educational rights as a parent/legal guardian and should be a strong advocate for the child in all education matters. All decisions must be based on the best interest of the youth.
- Meet with the child at least once
- Consult with those involved in the child's education
- Review education records
- Request and provide written consent for all assessments and services
- Participate in determining whether it is in the child's best interest to attend a school operated by the local school district, be placed in another educational program, or continue in the school of origin when moved to a new placement

- Comply with laws pertaining to confidentiality of student records
- Notify the placing agency upon resignation from the child’s case
- With respect to an Individualized Education Program (IEP):
 - request an assessment if appropriate, and approve all IEPs
 - attend all meetings
 - meet with the child at least once in advance of a meeting
 - review and revise the plan
 - provide written consent to the IEP

EC 48850 et seq.; GC 7579.5; WIC 16000(c); CRC 5.650(f)

Procedures Re: District-Appointed Surrogate Parents

STEP 1: COURT DETERMINES NEED FOR DISTRICT-APPOINTED SURROGATE

As indicated in Step 2 under “Procedures Re: Educational Rights,” the court will determine the legal need for a district-appointed surrogate parent under the following circumstances:

- The court has limited the educational rights of the parent(s), guardian, or Indian custodian, AND
- The court cannot identify a responsible adult to hold educational rights, AND
- The child is potentially eligible for special education or already has an IEP

STEP 2: REFERRAL TO LEA

Once the need for a district-appointed surrogate parent is determined, the court will refer the matter to the LEA. The JV-535 is the form the court uses to notify the LEA of the need to appoint a surrogate. (For JV-535 see Appendix B1.)

STEP 3: INITIAL TRANSFER OF DOCUMENTS

Once the court has limited educational rights, the same process for transferring documents is followed as described in Step 4 under “Procedures Re: Educational Rights.” There are two additional document transfers as well:

1. Along with the JV-535 Form, the court clerk emails the Local Education Agency Response to JV-535—Appointment of Surrogate Parent (Form JV-536) to the FYSCP designee who emails the appropriate AB 490 School District Foster Care Liaison. (For JV-536 see Appendix B2.)
2. The AB 490 School District Foster Care Liaison provides both the JV-535 and the JV-536 Forms to the designated school personnel at the child’s current school and/or the special education director and/or school site personnel.

STEP 4: LEA APPOINTS DISTRICT SURROGATE

Upon receipt of the referral from the court, the LEA promptly appoints a district surrogate parent for the child. Selection criteria are as follows:

- The person is NOT an employee of any agency that is involved in the education or care of the child.
- The person has no interests that conflict with the interests of the child.
- The person has knowledge and skills that ensure adequate representation of the child.
- The person may be an employee of a nonpublic agency that provides only non-educational care for the child as long as the person also meets the other selection criteria.

The preferred choices for appointment of a person to serve as district surrogate parent are the same as for appointment of an educational rights holder. These are:

1. the child's caregiver (includes relative, NREFM or resource parent/caregiver)
2. a Court-Appointed Special Advocate (CASA)

STEP 5: NEXT TRANSFER OF DOCUMENTS

The LEA completes the JV-536 Form and returns it to the court clerk within 21 calendar days of the appointment of a district surrogate parent. The court clerk emails the data to the FYSCP designee, who enters it into FOSTER FOCUS[®] and forwards a copy of the JV-536 Form to the placing agency.

STEP 6: CHANGE IN DISTRICT SURROGATE

If the appointed surrogate resigns or is terminated or replaced, the LEA notifies the court's clerk via the JV-536 Form. Again, the LEA must complete and submit the JV-536 Form to the court within five business days of the appointment, termination, or replacement of the district-appointed surrogate parent, or within 30 days of receipt if no surrogate is appointed. The court clerk notifies the FYSCP designee, who enters the data into FOSTER FOCUS[®] and forwards a copy of the JV-536 Form to the placing agency. If the court cannot identify a responsible adult to make educational decisions for the child, the appointment of a district surrogate parent as defined in EC 56050(a) is not warranted, and there is no resource parent/caregiver to exercise the authority granted by EC 56055, the court may, with the input of any interested person, make educational decisions for the child.

B. School Placement Choice

OVERVIEW

At the initial detention, placement, or any subsequent change in placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue attending the school of origin for the duration of the jurisdiction of the court. The first key decision is whether the child will remain in the same school. The federal Fostering Connections legislation states that the child's case plan must contain both of the following:

- An assurance that the placement takes into account the appropriateness of the current

educational setting and the proximity to the school in which the child is enrolled at the time of placement.

- An assurance that the placement agency has coordinated with the person holding the right to make educational decisions for the child and appropriate local educational agencies to ensure that the child remains in the school in which the child is enrolled at the time of placement or, if remaining in that school is not in the best interests of the child, assurances by the placement agency and the local educational agency to provide immediate and appropriate enrollment in a new school and to provide all of the child's educational records to the new school.

WIC 16501.1(g)(8).

A foster child who remains in the school of origin pursuant to EC 48853.5(f) and (g) complies with the residency requirements for school attendance in the school district operating the school of origin.

School stability is critical for academic achievement. Studies show students who switch schools score lower on standardized tests, take four to six months to recover academically and, if moved during high school, are much less likely to graduate. Therefore, the law allows the child to remain in the school of origin if the child, the person holding educational rights and the AB 490 School District Foster Care Liaison all determine that remaining in the school of origin is in the best interest of the child. The factors to consider in assessing whether the child should remain in the school of origin are listed in step three of this section.

Other guiding principles for decisions regarding school placement are:

- School placement must be based on the best interests of the youth.
- Placement in a regular public school where the youth would otherwise attend must be the first option considered.
- The youth must be in the least restrictive educational environment.

RESPONSIBILITIES

All agencies are responsible for working together to ensure that all educational and school placements for foster youth are made so that:

- The child is in the least restrictive educational program.
- The child has access to academic resources, services and extracurricular and enrichment activities that are available to all students.
- Preference is given to a regular public-school placement unless certain conditions outlined in an IEP or expulsion order exist.
- All placement decisions are in the best interest of the child and shall consider, among other factors, educational stability, and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.
- The AB 490 School District Foster Care Liaison, in consultation with, and with the agreement of, the foster child and the educational rights holder for the foster child, may recommend, in accordance with the foster child's best interests, that the foster child's right to attend the school of origin be waived and the foster child be enrolled in a public school in the attendance area where the foster child resides. EC 48853.5(f)(6).

The AB 490 School District Foster Care Liaisons of the school district of origin and school district of attendance, if different, are responsible for participating in the best interest decision process.

San Diego County Office of Education FYSCP will notify each Short-Term Residential Therapeutic

Program (STRTP) of whom to contact (the AB 490 School District Foster Care Liaison) regarding students in their placement. SDCOE will also provide information to placing agencies about education options for children residing in LCIs, along with an appropriate contact person. EC 48850(b).

Local Education Agencies (LEAs) will:

- consider a comprehensive public school in the area where the pupil is residing and would otherwise attend as the first school placement option and allow the child to remain in the school of origin, if in their best interest:
 - for the duration of the court’s jurisdiction,
 - through the end of the school year if the court’s jurisdiction is terminated and the student is in grades K-8,
 - through high school graduation if the court’s jurisdiction is terminated and the student is in grades 9-12. EC 48853.5(f).
- place the child in the least restrictive environment, to be handled by the AB 490 School District Foster Care Liaison, in conjunction with the school. EC 48853(h).
- ensure immediate enrollment and appropriate educational placement without delay, to be handled by the AB 490 School District Foster Care Liaison, via the school registrar or designee. EC 48853.5(f)(8)(B).

Note: School placement decisions for students receiving special education are made by the IEP and the District or SELPA in which the foster youth’s home, group home or STRTP is located. That District or SELPA is responsible for convening these meetings and providing FAPE, absent another placing agency. EC 56167.

A Short-Term Residential Therapeutic Program (STRTP) shall not require as a condition of placement that it (the STRTP itself) provide the education through a nonpublic school that is owned, operated, or associated with the STRTP. EC 56366.9.

Placing agencies will:

- include in case plans an assurance that the child’s foster care placement takes into account proximity to the school in which the child is enrolled at the time of the placement as well as a summary of health and education records.
- include in case plans specified information about the child such as names and addresses of the child’s education providers, grade level performance, school record and other relevant education information. WIC 16010(a), 16501.1(g)(8).
- notify school personnel and AB 490 School District Foster Care Liaison at the time of a placement change and work together to determine whether the child can and should remain at the school of origin for purposes of educational stability and the child’s best interest.
- ensure that information in the student information system and Emergency Card is up to date and inform school personnel when the student has reunified or is otherwise changing home placement.

Resource Parents/Caregivers will:

- comply with the provisions of law as designated by the placing agency.
- support the education of the foster youth by ensuring that:
 - Youth who wish to remain in the school of origin under EC 48853.5 receive the

- opportunity to do so provided that it is in their best interest.
- If youth are reluctant to attend school, the placing agency and schools will be notified immediately.
- All youth are immediately taken to school for enrollment and the student information system has all necessary contacts and phone numbers for the caregiver as well as any restrictions imposed by the placing agency or the Juvenile Court.
- If youth remain in the school of origin, student information will be updated in the student information system and emergency cards.
- Attendance at school-related activities is facilitated and encouraged.
- A comprehensive public school is considered as the first school placement option.
- All youth receive assistance in the development and achievement of academic goals, including receiving credit for full or partial coursework.
- All youth receive assistance in the preparation and completion of homework.
- Eligible youth are referred for tutoring, special education services and advanced academic placement services, as necessary and appropriate.
- A care provider attends school conferences regarding the foster child.
- All youth have a needs-and-services plan, and the youth's health and education summary are maintained.
- Communication is maintained with the educational rights holder when this person is not the caregiver.

Remaining in School of Origin - Considerations

STEP 1: YOUTH WILL CHANGE RESIDENCES

When the placing agency becomes aware that a youth will change residences, the placing agency or its designee must notify the school and the AB 490 School District Foster Care Liaison of both the current school and the school district in which the youth will live. If the school of origin and the school of residency differ, the youth has the right to remain in the school of origin for as long as the court has jurisdiction over the child's placement, including matriculation between grades within established feeder patterns, provided that it is in the youth's best interest. The youth also has the right to attend school where the youth is living, and a best interest determination should be made.

If court jurisdiction ends during the course of a school year, the student retains the right to remain in the school of origin until the end of the school year. If jurisdiction ends while the student is in high school, the student retains the right to remain in the school of origin through graduation. EC 48853.5(f).

Within one court day of determining that a proposed placement or placement change would result in a school change, the social worker or probation officer must notify the court, the child's attorney, and the educational rights holder or surrogate parent. CRC 5.651(e)(1)(A).

- Children awaiting foster care placement cease to be entitled to protections under the McKinney Vento Homeless Assistance Act on December 10, 2016. However, children in emergency homeless shelters are still covered under the McKinney Vento Act.

STEP 2: CONSULT WITH PERSON HOLDING EDUCATIONAL RIGHTS & YOUTH

The AB 490 School District Foster Care Liaison contacts the person holding educational rights and the youth to see if they agree about school placement. The AB 490 School District Foster Care Liaison will,

whenever possible, comply with the wishes of the youth and the person holding educational rights in terms of which school placement is in the best interest of the youth. If there is not agreement, the AB 490 School District Foster Care Liaison notifies the placing agency of the decision. Note: The role of the AB 490 School District Foster Care Liaison is advisory. EC 48853.5(e) specifically states:

“(e) This section does not grant authority to the educational liaison that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible adult appointed by the court to represent the child pursuant to Section 361 or 726 of the Welfare and Institutions Code, a surrogate parent, or a foster parent exercising the authority granted under Section 56055. The role of the educational liaison is advisory with respect to placement decisions and determination of the school of origin.”

When a request is made for a student to attend a school that is neither the school of residency nor the school of origin, the AB 490 School District Foster Care Liaison will work with the placing agency and the person holding educational rights to follow the procedures for intra or inter district transfers.

STEP 3: EVALUATE BEST INTEREST OF YOUTH

The youth, the person holding educational rights, the AB 490 School District Foster Care Liaison, the placing agency, and the Substitute Care Provider (as appropriate) should consider the following factors in evaluating what is in the best interest of the youth:

Remaining in the Same School (School of Origin) Considerations		Transferring to a New School Considerations	
Continuity of Instruction			
The child is best served at the same school due to prior history.		The child is best served at a different school due to his or her future.	
Age and Grade Placement of the Child			
Maintaining friends and contacts with peers is critical to the child’s meaningful school experience and participation.		Maintaining friends and contacts with peers is not critical to the child’s meaningful school experience and participation.	
The child has been in this environment for an extended period of time.		The child has attended the school of origin for only a brief time.	
Academic Strength			
The child’s academic performance is weak, and the child would fall further behind if transferred to another school.		The child’s academic performance is strong and at grade level, and the child would likely recover academically from a school transfer.	
Social and Emotional State			
The child is suffering from the effects of mobility, has developed strong ties to the current school, does not want to leave, or is involved in school related or extracurricular activities.		The child seems to be coping adequately with mobility, does not feel strong ties to the current school, does not mind transferring to another school, or is not involved in school-related or extracurricular activities.	
Distance of the Commute and Impact on the Child’s Education and/or Special Needs			
The advantage of remaining in the school of origin outweighs any potential disadvantages presented by the length of the commute.		A shorter commute may help the child’s concentration, attitude, or readiness for school. The new school can meet all of the educational and special needs of the child.	
Personal Safety of the Child			

	The school of origin has advantages for the safety of the child.		The new school has advantages for the safety of the child.
Child's Need for Special Instruction			
	The child's need for special instruction, such as Section 504 or special education and related services, can be met better at the school of origin.		The child's need for special instruction, such as Section 504 or special education and related services, can be met better at the new school.
Length of Anticipated Stay in a Placement			
	The child's current living situation is outside the school of origin attendance area, but the living situation or location continues to be uncertain. The child will benefit from the continuity of remaining in the school of origin.		The child's current living situation appears to be stable and unlikely to change suddenly. The child will benefit from developing relationships with school peers who live in the community.
School Academic Performance/Progress			
	The child is connected (academically or socially) to the school of origin, and this connection outweighs transferring to a new school that can provide more academic supportive services and greater opportunities.		The new school can provide more academic support services and greater opportunities than the school of origin.

STEP 4: DISPUTE RESOLUTION PROCEDURE

If agreement among the AB 490 School District Foster Care Liaison, the person holding educational rights and the youth cannot be reached, the AB 490 School District Foster Care Liaison is responsible for informing the person holding educational rights and the youth of the district's enrollment dispute procedures in writing. See EC 48853.5(f)(9).

Effective January 1, 2016, these protections are included in the Uniform Complaint Process afforded to all students.

STEP 5: PLACEMENT DURING DISPUTE

If any dispute arises as to the placement of a pupil, the pupil has the right to remain in the school of origin pending resolution of the dispute. EC 48853(d), 48853.5(f)(9).

EXCEPTIONS TO STEP 5

Foster children living in emergency shelter homes may receive educational services at the emergency shelter as necessary for short periods of time for either of the following reasons:

- For health and safety emergencies
- To provide temporary, special, and supplementary services to meet the child's unique needs if agreed by the educational rights holder that it is in the child's best interest to attend the shelter school.

STEP 6: SPECIFIC SCHOOL CHOICE

A student in foster care must attend programs operated by the school district in which the child lives unless the child remains in the school of origin, the child has an IEP requiring a different educational placement, or the educational rights holder determines it is in the child's best interest to attend a different educational program. Before placing a child in a county office of education juvenile court setting, the educational rights holder must consider placement in the regular public school. EC 48853(a)(c).

C. Change in Schools

OVERVIEW

This section covers the procedures to follow once the decision has been made to transfer a student from one school to another. Whether or not a change of schools is in the best interest of the child is covered in the section of this Agreement titled "School Placement Choice."

Due to changes in placements, students are subject to frequent changes in schools. The goals of the Interagency Agreement with respect to a change in schools are to:

- Expedite enrollment
- Transfer complete records within two days
- Ensure transfer of credits
- Ensure that the child is placed in the most appropriate setting
- Minimize absences from school

RESPONSIBILITIES

Shared by LEAs and Placing Agencies:

The timely (two-day) transfer of a student and the student's records from one school to another is the responsibility of both the local education agency (LEA) and the placing agency. This includes all appropriate enrollment and disenrollment documentation. On behalf of the LEA, this responsibility will be handled by the school registrar or designee. EC 49069.5(b).

The LEA and placing agency representatives shall each monitor a placement in a nonpublic school (NPS). Placing agency concerns about the education provided at a NPS should be communicated to the LEA via the AB 490 School District Foster Care Liaison. EC 48856.

Shared by Resource Parents/Caregivers and Placing Agencies: Resource parents/caregivers and placing agencies are responsible for maintaining accurate and updated records regarding the youth's health and education. WIC 16010(a).

Placing agencies, via resource parents/caregivers, are responsible for notifying the school when a child is absent due to a placement change, attendance at a court hearing or other court-related activity so that grades are not lowered as a result. EC 48852, 49069.5(h), GC 7579.1.

When a child is disabled and identified as eligible for special education under the Individuals with Disabilities Education Act, the following responsibilities are specific to Special Education Local Plan Areas (SELPAs):

The SELPA that serves the geographic area where the student resides (including children placed in Short-Term Residential Therapeutic Programs and foster family homes) is responsible for providing special education services. Typically, these services are provided by the district in which the foster family home, group home, or STRTP is located. The County Office is responsible for ensuring each SELPA has a plan in place. EC 56156.4. This is the case even when children exercise their right to remain in the school of origin which may be in another SELPA. If that is the case, both SELPAs should coordinate to ensure the student is being appropriately served in the least restrictive environment by the responsible agency.

Charter schools are also responsible for compliance with the IDEA, although they may have different levels of responsibility depending on whether the charter school is a member of the SELPA or operating as a school of the district that authorized it. If a charter is a participating member of a SELPA, it must provide special education services. See *Wells v. One2One Learning Foundation* (2006) 39 Cal. 4th 1164. In addition, if a charter school receives federal funding under the IDEA, it must comply with all code sections under AB 490. The CDE Charter School Locator can be found here:

<https://www.cde.ca.gov/ds/si/cs/>

Each SELPA must describe a process for evaluating NPS placements, including whether the student is making progress, and must ensure that the NPS is meeting all of the requirements of an IEP. EC 56205(c).

Each SELPA will provide the placing agencies with information about the availability of appropriate public or nonpublic special education programs in the area where the youth's foster home, group home or STRTP is located. On behalf of the SELPA, this responsibility will be handled by the San Diego County Office of Education, Foster Youth Services Coordinating Program.

“Prior to placing a disabled child or a child suspected of being disabled in a residential facility, outside the child's home, a court, regional center for the developmentally disabled, or public agency other than an educational agency, shall notify the administrator of the special education local plan area in which the residential facility is located. The administrator of the special education local plan area shall provide the court or other placing agency with information about the availability of an appropriate public or nonpublic, nonsectarian special education program in the special education local plan area where the residential facility is located.” GC 7579(a).

The SELPA must first consider services in public education agencies for children with disabilities who reside in LCIs and foster homes. Only if these programs are not appropriate can nonpublic services be utilized. EC 56157(a). Generally, the agency making the NPS placement remains responsible to determine the NPS's ongoing appropriateness and the student's need for such a restrictive environment.

Specific to LEAs:

Students shall attend programs operated by the LEA where the STRTP or foster home is located unless the child remains in the school of origin, the child has an IEP requiring a different educational placement, or the educational rights holder determines it is in the child's best interest to attend a different educational program. Before placing a child in a juvenile court school, community school, or other alternative school setting, the educational rights holder must consider placement in the regular public school. EC 48853(a)-(c).

*Please note that placement decisions for students in special education are made by the IEP team,

which requires consent by the educational rights holder.

A child who changes schools has the right to be enrolled in the new school immediately, even if there are outstanding fees, fines, textbooks, or other items due to a school or if the child does not have the clothing or records normally required for enrollment. EC 48853.5(f)(8)(B).

LEAs must award all students credit for full or partial coursework satisfactorily completed at a public school, juvenile court school, or nonpublic, nonsectarian school or agency. EC 48645.5.

A child's grades may not be lowered due to absences caused by a change in placement, a court appearance, or a court-ordered activity. EC 49069.5(g)-(h).

For students identified as eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA), the LEA shall appoint a district surrogate parent for a foster youth if requested by the juvenile court. If the court is unable to locate a responsible adult for the child, including via the Educational Rights Holder Program referenced on page (31) of this Agreement, and the child has either been referred to the LEA for special education or has an IEP, the court must refer the child to the LEA for appointment of a surrogate parent. WIC 361(a), 726(c); GC 7579.5-.6; CRC 5.650(d).

A surrogate parent makes decisions related to special education evaluation, eligibility, planning, and services. GC 7579.5(c). The LEA must make reasonable efforts to appoint a surrogate parent within 30 days after a determination that the child needs a surrogate parent. GC 7579.5(a). The LEA must select a relative caretaker, foster parent, or CASA if one is willing and able to serve. GC 7579.5(b). The LEA must use court form JV-536 to tell the court about appointments and changes. CRC 5.650(d).

When a child who has an IEP is transferred from one district to another within the state, the new school district shall provide a free appropriate public education (FAPE) without delay, including services comparable to the existing IEP, for the initial 30 days of enrollment. After 30 days, the district should convene an IEP meeting to adopt the previous IEP or present a new offer of FAPE for the parents or educational rights holder's consent. EC 56325; see also 5 CCR 3024.

FAPE refers to the provision of individualized special education and related services provided at public expense. 20 USC 1401(9); 34 CFR 300.17; EC 56000.

Four factors should be considered to determine whether a placement represents the least restrictive environment (LRE):

- Academic benefits of placement in regular education.
- Non-academic benefits of placement in regular education.
- Negative effects that the student's presence may have on the regular education environment and other pupils in it; and
- Cost of educating the student in a mainstream environment.

Sacramento City Unified Sch. Dist. v. Rachel H., 14 F.3d 1398, 1400-1401 (9th Cir. 1994).

School Districts/SELPA/County Offices of Education shall first consider placement and services available in public schools – regardless of whether the child is placed with a relative, foster parent, or group home/licensed children's institution (LCI). Foster youth with special needs may be placed in an NPS only if the district/SELPA does not have a public program that can meet the child's needs. EC 56157(a).

When a child is placed in an STRTP with an on-grounds NPS, the child may attend the on-grounds school only if the IEP team has determined that there is no appropriate public program in the community (e.g., resource specialist program, special day class, etc.) and the on-grounds program is appropriate and can implement the child's IEP. 2 CCR 60510(c)(2). The placing agency typically retains responsibility to monitor the student's progress and ensure placement in the NPS continues to meet LRE requirements.

LEAs will provide access to school records to both placing agencies and dependency attorneys. CASAs will have a court order authorizing access to educational records. The County placing agency (social workers and probation officers) is authorized to access the child's school records—without parental consent or a court order—to help with school transfer and enrollment, compile the child's education summary, and conduct case management. EC 49076(a)(1)(K). The child's dependency attorney shall have access to all records regarding the child which are maintained by the LEA. WIC 317(f).

Specific to LEAs/AB 490 School District Foster Care Liaison:

Each school district and county office of education must designate an AB 490 School District Foster Care Liaison, whose duties are and may be fulfilled by a designee:

- To ensure proper educational placement, school enrollment and checkout from school.
- To assist with the transfer of grades, credits, and records when there is a school change.

EC 48853.5 (c)(1)(2).

A student in foster care must attend programs operated by the LEA unless the child remains in the school of origin, the child has an IEP requiring a different educational placement, or the educational rights holder determines it is in the child's best interest to attend a different educational program. Before placing a child in a juvenile court school, community school, or other alternative school setting, the educational rights holder must consider placement in the regular public school. EC 48853(a)-(c).

A child who changes schools has the right to be enrolled in the new school immediately, even if there are outstanding fees, fines, textbooks, or other items due to a school or if the child does not have the clothing or records normally required for enrollment. EC 48853.5(f)(8)(B).

Within two business days of receiving a request for enrollment, the new school's AB 490 School District Foster Care Liaison (or designee) must contact the school last attended to obtain all of the child's records. EC 48853.5(f)(8)(C).

Within two business days of receiving a transfer request, the current school district must transfer the child out and deliver the child's records to the new school. The records must include a determination of seat time, full or partial credits earned, classes and grades, immunization records, and, if applicable, special education or Section 504 records. EC 49069.5(d)-(e). All records must be provided regardless of any fees, fines, textbooks, or other items or money owed to the school last attended. EC 48853.5(f)(8)(C).

Specific to Placing Agencies:

As soon as the social worker or probation officer becomes aware of the need to transfer a child to a new school, s/he must notify the AB 490 School District Foster Care Liaison and the school site of the child's last expected day of attendance and request that the child be transferred out. EC § 49069.5(c); see WIC 16501.1(g)(8)(B). Social workers and probation officers may access the child's school records—without parental consent or a court order—to help with school transfer and enrollment, compile the child's education summary, and conduct case management. EC 49076(a)(1).

The placing agency will assist the caregiver in compiling the information needed for enrollment. The placing agency must make certain that arrangements for, and monitoring of the child's educational progress while in placement are undertaken. CDSS Manual of Policies and Procedures (hereinafter MPP) 31-405.25.

Specific to Resource Parents/Caregivers:

Resource parents/caregivers will interact with other agencies to communicate with educational representatives, including, but not limited to, the placing agency, the LEA, teachers and teaching assistants, and the AB 490 School District Foster Care Liaison.

Resource parents/caregivers will notify the school when a youth must miss school due to court appearance, placement changes or court-ordered activities.

The STRTP will notify the school district and SELPA about children who may qualify for special education. EC 56156(c).

Resource parents/caregivers will maintain health and education records while a child is in their care, keep the placing agency informed as to updates and changes, and provide all updated health and education records to the placing agency upon change of placement. WIC 16010(e).

Resource parents/caregivers shall enroll the student in school and sign forms where the signature of the parent/guardian is requested. They are responsible for compiling the information needed for enrollment, with assistance from the placing agency. A STRTP must ensure that each child has a needs and services plan that identifies the child's educational needs and information about services to meet those needs. 22 CCR 84068.2(b)(2). A STRTP also must ensure each child's attendance at an educational program in accordance with state law. 22 CCR 84079(a)(4).

Specific to Superior Court of California, County of San Diego (Juvenile Court), Attorneys and Court-Appointed Special Advocates (CASAs):

With respect to special education, the court shall:

- See that children who come before the court and are suspected of having exceptional needs or other educational disabilities are referred for assessment. Standards of Judicial Administration 5.40(h).
- Make efforts to ensure that special education services and accommodations are provided when there are placement changes. Standards of Judicial Administration 5.40(h). The child's attorney must discuss any proposed school change with the child and the child's educational rights holder, as appropriate, and may request a hearing on the proposed change. The educational rights holder also may request a hearing. CRC 5.651(e)(2). If the court sets a hearing, the social worker or probation officer must provide a report on the proposed change within two court days, and the hearing must be held within five court days. Pending the hearing, the child has a right to remain in the current school. CRC 5.651(e)(2)-(4).
- Facilitate coordination of services by joining the LEA when it appears that an educational agency has failed to fulfill its legal obligations to provide special education to a child who has been identified as having exceptional needs or educational disabilities. Standards of Judicial Administration 5.40(h).

Procedures for Checking Youth Out of School

STEP 1: RETURN PROPERTY

As soon as the student's checkout date is known, the placing agency via the resource parent/caregiver arranges for the return of all school property and payment of any debts.

STEP 2: PLACING AGENCY NOTIFIES SCHOOL AND SDFCL OF TRANSFER REQUEST

As soon as the student's checkout date is known (within a two-day range), the placing agency notifies the current school registrar/attendance personnel or designee and the AB 490 School District Foster Care Liaison to transfer the child out of school via the placing agency.

STEP 3: SCHOOL COMPLETES TRANSFER REQUEST

Within two business days of receiving a transfer request, the current school must transfer the child out and deliver the child's records to the new school. The records must include a determination of seat time, full or partial credits earned, classes and grades, immunization records, and, if applicable, special education or Section 504 records. EC 49069.5(d)-(e). All records must be provided regardless of any fees, fines, textbooks, or other items or money owed to the school last attended. EC 48853.5(f)(8)(C).

STEP 4: MONITOR GRADES

A child's grades may not be lowered due to absences caused by a change in placement, a court appearance, or a court-ordered activity. EC § 49069.5(g)-(h). In addition, LEAs must award all students credit for full or partial coursework satisfactorily completed at a public school, juvenile court school, or nonpublic, nonsectarian school or agency. EC § 48645.5.

STEP 5: PREVIOUS SCHOOL SENDS OFFICIAL RECORDS TO NEW SCHOOL UPON REQUEST

Within two business days of receiving a request for enrollment, the new AB 490 School District Foster Care Liaison or their designee must contact the school last attended to obtain all of the child's records. EC 48853.5(f)(8)(C).

Criteria for Enrolling Youth in New School

Barring current expulsion status, the school must immediately enroll the youth without the normal enrollment records. For safety reasons, the following health information is critical, but should not delay immediate enrollment:

- Immunization records
- Health alerts
- Current medications

The new school should acquire the information above as soon as possible.

Please note that all students in foster care are active to the San Diego County Immunization Registry.

Enrollment Procedures

This section sets forth the tasks to be performed by the following:

- Placing agency or designee
- School
- SDCOE: Foster Youth Services Coordinating Program

PLACING AGENCY (OR DESIGNEE) TASKS

As soon as it is decided that a student will be enrolling in a new school, ensure that the substitute care provider (SCP) has all the information needed for enrollment and emergency contact information at the school. The SCP also should be aware of any contact or court-ordered restrictions that the school should know about, including if the placement is confidential or if there are any restraining orders or probation conditions.

Ensure the SCP has placing agency information to complete enrollment and is aware of what information can and cannot be shared with the school.

Arrange for the youth's enrollment in school the next school day after disenrollment from the previous school.

Ensure that the student information system is up to date.

If the student does not have an IEP but is suspected of having a disability, request an assessment in writing.

Ensure that the SCP knows to contact the social worker or probation officer if there is an enrollment issue.

The social worker or probation officer should contact the SDCOE School Success Liaison in their region office regarding any enrollment issues.

Although neither is required for enrollment, provide any IEP or transcripts at enrollment to ensure appropriate services are provided.

Ensure that the SCP can provide appropriate school supplies, including any uniforms, etc.

SCHOOL TASKS

Review enrollment documents and request material if any information is missing or outdated.

Except for credit any full or partial coursework the student earned while attending public school, juvenile court school or non-public school.

Request official records from the prior school within two business days of the student's arrival for enrollment.

SDCOE: FYSCP TASKS

Provide training to AB 490 School District Foster Care Liaisons on an ongoing basis and assist with troubleshooting if problems in enrollment arise.

ALL PARTIES' TASKS

Be aware of and share guidelines for the sharing of the following confidential information with the student's school:

- All special education documents including IEPs, 504 plans and any notices received from the prior school
- All school records, including those contained in the Health and Education Passport
- The names and locations of all prior schools attended
- Any Behavior Support Plans, Student Study Team documents
- JV-535 form with current educational rights holder appointment
- Placement Agreement
- Current social worker, child's attorney, and educational rights holder contact information
- Any temporary or permanent restraining orders

D. Residential Placement: Notification of Change of Residence

The school needs to be notified when a student changes residence. The table below sets forth the procedure according to the status of the student.

IF THE STUDENT CHANGES RESIDENCE AND . . .	THEN. . .
DOES NOT CHANGE SUBSTITUTE CARE PROVIDER OR SCHOOL	The substitute care provider shall notify the school of the new address.
DOES NOT CHANGE SCHOOLS	The placing agency shall notify the school and AB 490 School District Foster Care Liaison (SDFCL) that the youth changed residence, but will remain at the school of origin, AND If the youth is taken to PCC, the placing agency shall notify the identified PCC staff member that the youth will remain in the school of origin and transportation must be arranged.
DOES CHANGE SCHOOLS	The placing agency shall notify the prior school and the SDFCL that the child will not remain at the school of origin, AND The placing agency shall notify the new school and SDFCL that the child will be enrolled, AND If the youth is taken to PCC, the placing agency shall notify the identified PCC staff member if the youth will not remain in the school of origin and will temporarily attend the school at PCC or a neighborhood school.

DOES NOT CHANGE SCHOOLS BUT HAS A CHANGE IN SUBSTITUTE CARE PROVIDER	The placing agency or designee shall notify the school of the new substitute care provider information and update the Student Information System and/or Emergency Card
IS BEING RELEASED FROM CUSTODY	The placing agency or designee shall notify the school of the new substitute care provider information and update the Student Information System and/or Emergency Card. The Probation Department may use Form JV-1050 or other means.
IS NEW TO FOSTER CARE	CLSSD will provide the AB 490 Notification to FYSCP, which will send that form to the AB 490 School District Foster Care Liaison.

Information Needed by School for Students in Foster Care

The school enrollment forms are designed for students living with their parents or guardian. However, there is additional information that the school needs when the student is a foster child, who is listed in the table below. Some information will be provided by the substitute care provider. Other information must be provided by the child's attorney or educational rights holder. Missing information shall not lead to a delay in enrollment.

ITEM	LEGAL/CONTACT INFORMATION	SOURCE OF INFORMATION OR STANDARD ANSWER
1.	Placing agency's name and phone number.	FYSCP/FOSTER FOCUS [®] , placing agency or substitute care provider
2.	Who holds the child's educational rights? Name, relationship to child and phone number.	JV- 535 or Supplemental Information Form, FYSCP/FOSTER FOCUS [®]
3.	Parents' names, addresses and phone numbers ONLY if they have educational rights.	Placing Agency
4.	Does parent have full access to the child, or is access limited or prohibited? (If limited or prohibited, a copy of the court order is needed.)	Placing Agency
5.	Who has authority to see the child on school premises? Name, relationship, and phone number.	Placing Agency
6.	Date of placement with substitute care provider and expected duration of stay.	Placing Agency
7.	Who has authority to sign permission slips for field trips or participation in extracurricular activities?	Substitute care provider
8.	Who should be notified re: behavior or attendance problems?	Parents/guardian, substitute care provider, educational rights holder, and Placing Agency
9.	Who should be invited to parent-teacher conferences?	Parents/guardian, substitute care provider, educational rights holder, and Placing Agency
10.	Who should receive the child's report card?	Parents/guardian, substitute care provider, educational rights holder, and Placing Agency

E. Records, Lists, Notifications and Monitoring

OVERVIEW

This section covers the procedures for meeting legal requirements pertaining to recordkeeping, notifications, and the right to access records. References are sometimes made to the phrase “health and education summary.” This is a legal term defined by WIC 16010. The law states that the summary may be maintained in the form of a health and education passport or in a comparable format designed by the child protective agency.

The Health and Education Passport (HEP) is a comprehensive document of all obtainable health and education information for children in out-of-home care from birth to present. Health information includes the child’s immunizations, alerts, hospitalizations, and routine health visits. Education information includes parental educational rights, school, grade, grade level performance, special needs, attendance, IEPs, or 504 plans, if any, and report cards.

Children’s Legal Services of San Diego, Inc. will complete the AB 490 Case Closure form for each student entering or exiting foster care. The form is then sent to FYSCP and distributed to the AB 490 School District Liaison.

Placing Agency staff will present their HHSA, CWS official badge at all school sites and allow the badge to be photocopied. They will sign in on a confidential log, not the standard public visitor log. To ensure confidentiality and staff safety, placing agency staff are not required to have their driver’s license scanned.

SDCOE – FYSCP will distribute forms to LEAs and will maintain a secure web-based database known as FOSTER FOCUS®. This system will house education and health information on foster youth in the dependency and juvenile justice systems. After receiving authorization, district personnel, and placing workers will be able to utilize this system to compile health and education records for the youth they serve. SDCOE is responsible for ensuring the confidentiality, privacy, security, and secure accessibility of this data. SDCOE also is responsible for authorizing access and opening accounts.

Procedures: Maintenance of Records

PLACING AGENCY

The child’s case plan must include the following items.

1. Assurances that the child’s foster care placement takes into account proximity to the school in which the child is enrolled at the time of placement. Assessment and documentations are done at the initial placement and again at any subsequent change of placement and are recorded in the child’s file. The placing agency must document in the court report whether the child is remaining in the school of origin and, if not, the reason why.
2. A summary of the health and education information or records. The summary is maintained in the Health and Education Passport (HEP). Names and addresses of all educational providers, grade level performance, school records and other relevant information must be recorded and updated by the placing agency.

WIC 16010(c) requires that the HEP be provided to the substitute care provider (SCP) as soon as possible, but no later than 30 days after initial placement or 48 hours after a change of placement. Social workers and probation officers must include additional education and health information as well as a statement as to whether the parent's right to make educational decisions for the child should be limited in all detention, jurisdictional/dispositional, status review and other court reports. CRC 5.651(c). The placing agency notifies both the substitute care provider and the school in the event there is a change in the person holding educational rights.

The placing agency or designee is responsible for notifying the school when a child is absent due to a placement change, attendance at a court hearing or other court-related activity so that grades are not lowered as a result.

RESOURCE PARENTS/CAREGIVERS

Resource parents/caregivers must ensure that each child has an Appraisal/Needs and Services Plan, either a Lic 625 (Needs and Services Plan) for group homes and foster family agency foster homes or the 04-258 "Placement Needs & Services Plan" for foster homes. The plan must be completed within 30 days of placement unless the youth is placed on an emergency basis (adjunct) and remains less than 7 days.

Resource parents/caregivers receive a copy of the Health and Education Passport within days when a child is initially placed or 48 hours following a change of placement. Resource parents/caregivers are responsible for maintaining health and education records for children in their care and forwarding all medical and educational records to placing agency staff when the child transfers to another substitute care provider.

Information maintained by resource parents/caregivers shall include:

- Health and dental records, including immunizations and allergies
- Records of past health problems and current known problems
- School records
- Current medications

Information maintained by resource parents/caregivers may include:

- Developmental history- especially for very young children, e.g., when the child crawled, walked, first word, etc.
- Awards, certificates, and school pictures
- IEP records, if applicable

THE SCCSD (JUVENILE COURT)

The SCCSD (Juvenile Court) shall require that court reports, case plans, assessments and permanency plans address the following:

- Child's educational entitlements and how those entitlements are being satisfied.
- Information to assist the court in deciding whether the right of the parent, guardian, or Indian custodian to make educational decisions should be limited; and
- Information concerning whether the school has met its obligation to provide educational services.

Procedures: Lists and Notifications

Foster Youth Services Coordinating Program will:

- Maintain the list of LCIs and notify each AB 490 School District Foster Care Liaison and SELPA of the LCIs in their region on an annual basis.
- Annually inform each placing agency on education options for children residing in LCIs.
- Maintain a current list of AB 490 School District Foster Care Liaisons available on the website at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-programs-services.aspx>

- Maintain the current version of this Interagency Agreement on its website at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-forms-and-brochures.aspx>

THE RIGHT TO ACCESS RECORDS:

PLACING AGENCY

Placing agencies may access education records to manage the case or to assist with the transfer and enrollment. This right is codified in The Uninterrupted Scholars Act of 2014, which amended the Family Educational Rights and Privacy Act of 1974:

“An agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 5304 of Title 25), who has the right to access a student’s case plan, as defined and determined by the State or local tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student’s education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student’s education records.” (20 USC 1232g(b)(1)(L).)

“ . . . [W]hen a parent is a party to a court proceeding involving child abuse and neglect (as defined in section 3 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5101 note)) or dependency matters, and the order [to furnish confidential information] is issued in the context of that proceeding, additional notice to the parent by the educational agency or institution is not required.” (20 USC 1232g(b)(2)(B).)

In addition, this right is set forth in Education Code 49076(a)(1)(K) as follows:

“(1) Access to those particular records relevant to the legitimate educational interests of the requester shall be permitted to do the following:

“ . . . [¶¶] . . .

“(K) A county placing agency when acting as an authorized representative of a state or local

educational agency pursuant to subparagraph (C). School districts, county offices of education, and county placing agencies may develop cooperative agreements to facilitate confidential access to and exchange of the pupil information by email, facsimile, electronic format, or other secure means, if the agreement complies with the requirements set forth in Section 99.35 of Title 34 of the Code of Federal Regulations.”

DEPENDENCY MINOR’S ATTORNEYS

Dependency minor’s attorneys shall have access to all records regarding the child client that are maintained by the LEA. This right is set forth in WIC 317(f) as follows:

“... For the sole purpose of fulfilling his or her obligation to provide legal representation of the child, counsel shall have access to all records with regard to the child maintained by a health care facility..., health care providers..., a physician and surgeon or other health practitioner..., or a child care custodian... Notwithstanding any other law, counsel shall be given access to all records relevant to the case that are maintained by state or local public agencies. All information requested from a child protective agency regarding a child who is in protective custody, or from a child’s guardian ad litem, shall be provided to the child’s counsel within 30 days of the request.”

CASAs

CASAs have the right to access educational records for specific youth per court order. (For Order of the Appointment of CASA/Educational Surrogate, see Appendix B3 and WIC 103(h), 107.

SDCOE, FYSCP

This Agreement allows the release of information to SDCOE-FYSCP pursuant to EC 42921, 49076(a)(4) and WIC 827(b). Any sharing of specific information is in compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the Child Abuse Prevention and Treatment Act (CAPTA), and the Health Insurance Portability and Accountability Act (HIPAA). This information will be used solely to meet the educational needs of foster youth and shall not be shared with others or used for any other purposes.

TRANSPORTATION

Transportation continues to be a barrier to students remaining in their school of origin when they move placements. In order to help alleviate this barrier and to meet the requirements of the ESSA, San Diego created the Countywide Transportation MOA providing a cost sharing agreement between our local LEAs, SDCOE, FYSCP, and County of San Diego, CWS. This MOA provides transportation services to students in foster care. This agreement is not intended to supersede the Countywide Transportation MOA or County Contract 564834, each of which remain in full force and effect. The eligibility criteria to utilize SDCOE contracted providers are:

- A best interest determination
- All other transportation options have been explored and are not available
- Student is age 8-18 or traveling with a sibling who is in that age range
- Student is emotionally and behaviorally appropriate

CWS will:

- Contribute funds as outlined in the Countywide Transportation MOA to cover 1/3 of the transportation costs
- Manage contract 564834 with SDCOE
- Provide a Policy Analyst dedicated to troubleshooting challenges around all educational needs of foster youth
- Invite educational partners to Child and Family Team meetings (if the family agrees)

LEAs will:

- Collaborate with CWS and SDCOE to determine school of origin transportation options for the student
- Contribute the following (if LEA chooses to participate in agreement)
 - 1/3 of transportation costs associated with transporting student to school of origin if student is travelling between two districts
 - 1/2 of transportation costs associated with transporting student to school of origin if student is travelling within district boundaries
- Make claims for recuperating transportation costs to SDCOE
- Participate in Child and Family Team meetings as applicable
- Have the option to be both a service provider and a recipient of the service

FYSCP will:

- Vet all referrals and exhaust all other options prior to referral
- Provide administrative support for tracking, billing and record keeping, and audit transfer (no invoicing)
- Cover all indirect costs of funds contributed by HHS, CWS and LEAs

Transportation Mediation Process:

- The SDCOE, FYSCP Executive Advisory Council has created a local mediation process to address issues related to the cost sharing agreement.
- If no agreement is met, a UCP Dispute can be filed against the LEA.
 - The child remains in the school of origin until the dispute is resolved
 - Disputes against CWS will go through a similar process on the child welfare side.

MONITORING

OVERVIEW

This section covers the procedures to follow for monitoring the provision of educational services to foster youth.

The goal of the Interagency Agreement with respect to monitoring is to put mechanisms in place to ensure accountability among agencies.

EDUCATIONAL PROGRESS OF EACH CHILD

PLACING AGENCIES

Placing agencies monitor the educational progress of students by:

- Obtaining information from schools and the substitute care provider
- Documenting educational changes or updates in the HEP
- Consulting with the person holding educational rights
- Attending IEP meetings or reviewing IEP reports

THE SUPERIOR COURT

The superior court provides oversight of the placing agencies to ensure that the child's educational rights are investigated, reported, and monitored. The court ensures that special education, related services, and accommodations continue to be provided whenever a child's school placement changes by inquiring about this issue at the next court hearing following the change.

DEPENDENCY MINOR'S ATTORNEYS

Minor's attorneys monitor the educational rights of foster youth by communicating with the child and substitute care provider regarding the child's educational needs during the investigation and by bringing any concerns to the attention of the court.

LEAs

The LEAs are responsible for creating and implementing a Local Control Accountability Plan that has specialized supports and services for students in foster care. They are required to garner stakeholder input on the needs of students in foster care. There is additional accountability for achievement based on the Local Control Funding Formula.

CASAs

Court-Appointed Special Advocates are responsible for monitoring academic achievement and progress and reporting directly to the Superior Court.

ERHs

Educational Rights Holders have the same duties and responsibilities as parents to monitor and support the education of students in foster care.

Item E. DISCUSSION AND/OR ACTION ITEMS

Agenda Item E.

Discussion and/or Action Item E.1.1.
Prepared by Dr. Kristin Baranski
September 7, 2021

Appointment of Director,
Transportation

BACKGROUND:

Administration recently conducted a thorough application review and interview process for the Director of Transportation. Tonight, Administration recommends the appointment of Leslie Peabody as Director, Transportation, effective September 13, 2021.

Leslie Peabody has the background and experience for this leadership role including her work as a bus attendant, bus driver, and substitute dispatcher in Grossmont Union High and Poway Unified School Districts. She holds a Bachelor of Arts in Business Administration and is currently employed by the Department of Defense as a 911 Dispatcher.

RECOMMENDATION:

It is recommended the Board of Education approve the appointment of Leslie Peabody, as Director, Transportation, effective September 13, 2021.

FISCAL IMPACT:

Based on the salary schedule placement of this position, these positions will cost the General Fund, a combination of Unrestricted and Restricted funds, \$118,297.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide essential staffing to support the transitions in education for students, staff, and parents.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

BACKGROUND:

At the August 17 Board of Education meeting, the Board approved a memorandum of understanding with the California Department of Public Health (CDPH) for free rapid COVID-19 tests for teachers, staff and students as an effort to promote safer in-person learning environments. Test kits were ordered through CDPH but these test kits are now backordered due to a national shortage of testing materials. In addition, the hiring of consultative nursing staff has also been a challenge due labor shortages.

While the District waits for test kits to arrive and for the onboarding of additional nursing staff, Concentric by Gingko can provide a different testing solution called “pooled” COVID testing. Concentric is one of the CDPH contracted agencies for school-based COVID testing solutions and this company provides not only the test kits, test kits from a different pool than those ordered through CDPH, but also the staffing to administer the testing at no cost to the District. Their program includes pooled testing, individual follow-up testing if there is a positive result, on-site staff support, and a results portal.

Along with other safety practices such as masking, distancing, and improved ventilation, routine pooled testing of students and staff can help school communities reduce the spread of COVID-19.

RECOMMENDATION:

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

FISCAL IMPACT:

There is no fiscal impact to the District.

STUDENT ACHIEVEMENT:

Routine COVID testing may allow students and staff to remain in school/work instead of being quarantined.

Motion: _____ Second: _____ Vote: _____ Agenda Item E.1.2.

Discussion and/or Action Item E.1.3.
Prepared by Dr. Kristin Baranski
September 7, 2021

Approval of Employee Agreement
Amendments for Assistant Superintendents

BACKGROUND:

As previously communicated, Assistant Superintendents salaries and benefits are enumerated in contract agreements rather than delineated on the Certificated Management salary schedule. The three District Assistant Superintendents have current, multi-year employee agreements termed July 1, 2020 – June 30, 2023.

This evening, administration is recommending an amendment of terms, beginning July 1, 2021 - June 20, 2023, for each of the three Assistant Superintendents as noted below and on the attached agreement amendments.

Karl Christensen, Assistant Superintendent of Business Services

- \$2,000 annual longevity stipend for serving 10 or more years as a District manager
- Single employee medical insurance coverage benefits, active and retiree

Dr. Stephanie Pierce, Assistant Superintendent of Educational Services

- \$2,000 annual longevity stipend for serving 10 or more years as a District manager
- Single employee medical insurance coverage benefits, active and retiree

Tim Larson, Assistant Superintendent of Human Resources

- Single employee medical insurance coverage benefits, active and retiree

RECOMMENDATION:

It is recommended that the Board of Education approve the employee agreement amendments for Karl Christensen, Dr. Stephanie Pierce, and Tim Larson effective July 1, 2021 – June 30, 2023.

FISCAL IMPACT:

The total 2021-22 school year fiscal impact of these contract amendment items, for all three Assistant Superintendents, is \$15,357 and will be paid for by the general fund.

STUDENT ACHIEVEMENT IMPACT:

Experienced, high-quality leadership in all three major areas of District operations, Business Services, Educational Services, and Human Resources is important for the short-term and long-term operations and overall success of the District.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.3.

**AMENDMENT TO CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT
BETWEEN SANTEE SCHOOL DISTRICT
AND KARL CHRISTENSEN**

THIS AMENDMENT modifies the Contract for Employment of Assistant Superintendent (“Contract”) executed December 15, 2020, between the Board of Trustees (hereinafter referred to as the “Board”) of the Santee School District of San Diego County, California (hereinafter referred to as the “District”) and Karl Christensen (hereinafter referred to as the “Assistant Superintendent”). The above named parties hereby mutually agree as follows:

Section 7. Salary

The Assistant Superintendent will receive an annual longevity compensation in the amount of (\$2,000) for having served 10 or more years as a manager in Santee School District. The longevity compensation shall be paid in substantially equal monthly installments with the 2021-22 rate being retroactive to July 1, 2021.

Section 8. Professional Schedule and Vacation, Fringe Benefits, Retirement, and Sick Leave

(b) (Active Benefits). The District shall pay the costs for medical, dental, vision, and life insurance benefits for the Assistant Superintendent (“Health and Welfare Benefits”) up to the cost of the least expensive, single coverage, platinum level or similar non-Kaiser HMO medical plan; with the lowest cost, single coverage, HMO dental plan, vision, and life insurance available to other certificated management employees (“Maximum District Contribution”). If the Health and Welfare Benefits selected by the Assistant Superintendent exceed the Maximum District Contribution, the Assistant Superintendent shall pay the additional costs or premiums through payroll deduction.

(c) (Retiree Benefits). The District shall pay the costs for medical, dental, vision, and life insurance benefits for the Assistant Superintendent (“Health and Welfare Benefits”) up to the cost of the least expensive, single coverage, platinum level or similar non-Kaiser HMO medical plan; with the lowest cost, single coverage, HMO dental plan, vision, and life insurance available to other certificated management employees (“Maximum District Contribution”). If the Health and Welfare Benefits selected by the Assistant Superintendent exceed the Maximum District Contribution, the Assistant Superintendent shall pay the additional costs or premiums to the District monthly in advance until the month in which the Assistant Superintendent becomes eligible for Medicare.

The above changes are effective July 1, 2021. All remaining terms of the Contract remain unchanged.

Ratified by a _____ vote of the Board of Trustees in open session at a regular meeting thereof, held on September 7, 2021.

BOARD OF TRUSTEES OF THE SANTEE SCHOOL DISTRICT

Dated: September 7, 2021

Barbara Ryan, President

Dated: September 7, 2021

Elana Levens-Craig, Vice President

Dated: September 7, 2021

Dianne El-Hajj, Clerk

Dated: September 7, 2021

Ken Fox, Member

Dated: September 7, 2021

Dustin Burns, Member

ASSISTANT SUPERINTENDENT

Dated: September 7, 2021

Karl Christensen, Assistant Superintendent, Business Services

**AMENDMENT TO CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT
BETWEEN SANTEE SCHOOL DISTRICT
AND STEPHANIE PIERCE**

THIS AMENDMENT modifies the Contract for Employment of Assistant Superintendent (“Contract”) executed December 15, 2020, between the Board of Trustees (hereinafter referred to as the “Board”) of the Santee School District of San Diego County, California (hereinafter referred to as the “District”) and Stephanie Pierce (hereinafter referred to as the “Assistant Superintendent”). The above named parties hereby mutually agree as follows:

Section 7. Salary

The Assistant Superintendent will receive an annual longevity compensation in the amount of (\$2,000) for having served 10 or more years as a manager in Santee School District. The longevity compensation shall be paid in substantially equal monthly installments with the 2021-22 rate being retroactive to July 1, 2021.

Section 8. Professional Schedule and Vacation, Fringe Benefits, Retirement, and Sick Leave

(b) (Active Benefits). The District shall pay the costs for medical, dental, vision, and life insurance benefits for the Assistant Superintendent (“Health and Welfare Benefits”) up to the cost of the least expensive, single coverage, platinum level or similar non-Kaiser HMO medical plan; with the lowest cost, single coverage, HMO dental plan, vision, and life insurance available to other certificated management employees (“Maximum District Contribution”). If the Health and Welfare Benefits selected by the Assistant Superintendent exceed the Maximum District Contribution, the Assistant Superintendent shall pay the additional costs or premiums through payroll deduction.

(c) (Retiree Benefits). The District shall pay the costs for medical, dental, vision, and life insurance benefits for the Assistant Superintendent (“Health and Welfare Benefits”) up to the cost of the least expensive, single coverage, platinum level or similar non-Kaiser HMO medical plan; with the lowest cost, single coverage, HMO dental plan, vision, and life insurance available to other certificated management employees (“Maximum District Contribution”). If the Health and Welfare Benefits selected by the Assistant Superintendent exceed the Maximum District Contribution, the Assistant Superintendent shall pay the additional costs or premiums to the District monthly in advance until the month in which the Assistant Superintendent becomes eligible for Medicare.

The above changes are effective July 1, 2021. All remaining terms of the Contract remain unchanged.

Ratified by a _____ vote of the Board of Trustees in open session at a regular meeting thereof, held on September 7, 2021.

BOARD OF TRUSTEES OF THE SANTEE SCHOOL DISTRICT

Dated: September 7, 2021

Barbara Ryan, President

Dated: September 7, 2021

Elana Levens-Craig, Vice President

Dated: September 7, 2021

Dianne El-Hajj, Clerk

Dated: September 7, 2021

Ken Fox, Member

Dated: September 7, 2021

Dustin Burns, Member

ASSISTANT SUPERINTENDENT

Dated: September 7, 2021

Stephanie Pierce, Assistant Superintendent, Educational Services

**AMENDMENT TO CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT
BETWEEN SANTEE SCHOOL DISTRICT
AND TIM LARSON**

THIS AMENDMENT modifies the Contract for Employment of Assistant Superintendent (“Contract”) executed December 15, 2020, between the Board of Trustees (hereinafter referred to as the “Board”) of the Santee School District of San Diego County, California (hereinafter referred to as the “District”) and Tim Larson (hereinafter referred to as the “Assistant Superintendent”). The above named parties hereby mutually agree as follows:

Section 8. Professional Schedule and Vacation, Fringe Benefits, Retirement, and Sick Leave

(b) (Active Benefits). The District shall pay the costs for medical, dental, vision, and life insurance benefits for the Assistant Superintendent (“Health and Welfare Benefits”) up to the cost of the least expensive, single coverage, platinum level or similar non-Kaiser HMO medical plan; with the lowest cost, single coverage, HMO dental plan, vision, and life insurance available to other certificated management employees (“Maximum District Contribution”). If the Health and Welfare Benefits selected by the Assistant Superintendent exceed the Maximum District Contribution, the Assistant Superintendent shall pay the additional costs or premiums through payroll deduction.

(c) (Retiree Benefits). The District shall pay the costs for medical, dental, vision, and life insurance benefits for the Assistant Superintendent (“Health and Welfare Benefits”) up to the cost of the least expensive, single coverage, platinum level or similar non-Kaiser HMO medical plan; with the lowest cost, single coverage, HMO dental plan, vision, and life insurance available to other certificated management employees (“Maximum District Contribution”). If the Health and Welfare Benefits selected by the Assistant Superintendent exceed the Maximum District Contribution, the Assistant Superintendent shall pay the additional costs or premiums to the District monthly in advance until the month in which the Assistant Superintendent becomes eligible for Medicare.

The above changes are effective July 1, 2021. All remaining terms of the Contract remain unchanged.

Ratified by a _____ vote of the Board of Trustees in open session at a regular meeting thereof, held on September 7, 2021.

BOARD OF TRUSTEES OF THE SANTEE SCHOOL DISTRICT

Dated: September 7, 2021

Barbara Ryan, President

Dated: September 7, 2021

Elana Levens-Craig, Vice President

Dated: September 7, 2021

Dianne El-Hajj, Clerk

Dated: September 7, 2021

Ken Fox, Member

Dated: September 7, 2021

Dustin Burns, Member

ASSISTANT SUPERINTENDENT

Dated: September 7, 2021

Tim Larson, Assistant Superintendent, Human Resources

BACKGROUND:

On May 5, 2020, the Board of Education approved the final Guaranteed Maximum Price and commencement of construction for new buildings at PRIDE Academy and Sycamore Canyon School. Both were to receive a new Learning Resource Center and Sycamore Canyon was to also receive three (3) new modular classrooms to be used by Project SAFE and YALE Preschool.

With the projects completed, Notices of Completion were issued on these projects as of May 10, 2021. In order to complete the closeout process, the final change order that incorporates use and return of the allowances and contingencies within the Guaranteed Maximum Price are summarized below and presented for Board consideration:

Description	Type	PRIDE Academy			Sycamore Canyon			Total GMP for 2 Projects
		Beginning Balance	Amount Used	Ending Balance	Beginning Balance	Amount Used	Ending Balance	
Sub-Contractor Costs		\$ 3,411,369			\$ 4,220,536			\$ 7,631,905
Original GMP		\$ 4,472,010			\$ 5,431,942			\$ 9,903,952
Stormwater Pollution Prevention Program	Allowance	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	
Petromat	Allowance	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	
Errors and Omissions	Contingency	\$ 136,655	\$ 7,324	\$ 129,331	\$ 169,822	\$ 680	\$ 169,142	
Contractor	Contingency	\$ 136,655	\$ 25,000	\$ 111,655	\$ 169,822	\$ 12,959	\$ 156,863	
Owner (Outside GMP)	Contingency	\$ 102,491	\$ 70,881	\$ 31,610	\$ 127,366	\$ 119,364	\$ 8,002	
Total Allowances and Contingencies		\$ 380,801	\$ 103,205	\$ 277,596	\$ 492,010	\$ 133,003	\$ 359,007	\$ (406,746)
Change Order Rate within Contingencies			3.03%			3.15%		3.10%
Final GMP				\$ 4,296,905			\$ 5,200,301	\$ 9,497,206

RECOMMENDATION:

It is recommended that the Board of Education approve the Final Change Order for the PRIDE Academy and Sycamore Canyon School New Building Construction Projects.

This recommendation supports the following District goals:

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 \$9,497,206 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.2.1.

CONTRACT CHANGE ORDER #001
 SANTEE SCHOOL DISTRICT CAPITAL IMPROVEMENTS PROJECTS
 PRIDE ACADEMY LRC – SYCAMORE CANYON LRC AND MODULAR PROJECT

Santee School District
 9625 Cuyamaca Street
 Santee, CA 92071

Date: August 19, 2021

RE: Sycamore Canyon & Pride Academy
D.S.A. #: 04-118742, 118743

CHANGE ORDER REQUEST #: 01
BALFOUR BEATTY JOB #: 16561000

This change order represents full and final settlement for all remaining contractor and owner cost and time issues related to this project and final reconciliation of Allowances, Errors & Omissions Contingency, Contractor's Contingency, and Owner's Contingency as follows:

1. Credit for Unused Allowances = (\$30,000)
2. Credit for Unused Errors & Omissions Contingency = (\$298,473)
3. Credit for Unused Contractor's Contingency = (\$268,517)
4. Total Deductive Change Order within GMP = (\$596,990)
5. Addition for Use of Owner's Contingency Outside GMP = \$190,244
6. Net Change Order = (\$406,746)



Performance of the above-defined work will **DECREASE** the **CONTRACT** price in the amount of **(\$406,746.00)**

Enclosures: Allowance Log, Contingency Usage Log, Owner and Errors & Omissions Contingency Log

Upon signing by the Owner and Contractor, the above noted Contract is hereby amended per this Change Order pursuant to the terms of the Construction Services Agreement.

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor and inefficiencies.

ORIGINAL CONTRACT AMOUNT:	\$9,903,952.00
FINAL DEDUCTIVE CHANGE ORDER:	(\$406,746.00)
FINAL CONTRACT VALUE:	\$9,497,206.00

Contractor: Balfour Beatty Construction	Owner: Santee School District
10620 Treena St. San Diego, CA 92131	9625 Cuyamaca St., Santee CA 92071
	
Signature: John Bernardy – Business Unit Leader	Signature: Karl Christensen, Assistant Superintendent
Date: 08/23/2021	Date: August 19, 2021

Discussion and/or Action Item E.3.1.
Prepared by Tim Larson
September 7, 2021

Ratification of Two Side Letters between
Santee School District and California
School Employees Association (CSEA)
and its Chapter #557

BACKGROUND:

Santee School District and the California School Employees Association and its Chapter #557 have negotiated a side letter regarding leave provisions for COVID-19 related employee absences.

Santee School District and the California School Employees Association and its Chapter #557 have negotiated a Side Letter regarding classified employees participating in professional development activities outside of their work day. The fiscal impact is

- Stipend of \$160 for classified non-management employees participating in professional development. Employees may receive up to two stipends for professional development activities outside of their work day.

California School Employees Association (CSEA) and its Chapter #557 leadership approved the side letters on August 23, 2021.

RECOMMENDATION:

It is recommended that the Board of Education ratify the Side Letter agreement between Santee School District and the California School Employees Association and its Chapter #557.

FISCAL IMPACT:

The fiscal impacts of the two agreements are \$180,977.

STUDENT ACHIEVEMENT IMPACT:

This is a personnel item.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

Discussion and/or Action Item E.3.2.
Prepared by Tim Larson
September 7, 2021

Ratification of Two Side Letters between
Santee School District and Santee
Teachers Association (STA)

BACKGROUND:

Santee School District and the Santee Teachers Association have negotiated a side letter regarding leave provisions for COVID-19 related employee absences.

Santee School District and the Santee School Teachers Association (STA) have negotiated a Side Letter Agreement regarding the negotiable impacts and effects of providing a stipend to certificated employees who participate in a professional development learning activity outside of their contractual work hours. The fiscal impact of the Side Letter is represented below:

- Stipend of \$345 for certificated employees participating in professional development activities outside of their contractual work hours. Employees may receive up to two stipends for professional development activities outside of their work day.

Santee Teachers Association leadership approved the side letters on August 25, 2021.

RECOMMENDATION:

It is recommended that the Board of Education ratify the Side Letter agreement between Santee School District and the Santee Teachers Association.

FISCAL IMPACT:

The fiscal impacts of the two agreements are \$180,977.

STUDENT ACHIEVEMENT IMPACT:

This is a personnel item.

Consent Item D.4.5.
Prepared by Tim Larson
September 7, 2021

Approval of Medi-Cal Administrative
Activities (SMAA) Agreement with Orange
County Department of Education

BACKGROUND:

This support services agreement for the Medi-Cal Administrative Activities (SMAA) Program is renewable on an annual basis. The Orange County Department of Education serves as the Local Education Consortium (LEC) agent for the southern region. The District is required to work with an LEC for the SMAA program. The term for this agreement is July 1, 2021 through June 30, 2022.

RECOMMENDATION:

It is recommended the Board of Education approve the agreement with the Orange County Department of Education for SMAA program support services.

FISCAL IMPACT:

The fee will be 6.5% of quarterly claims. To date, 2020-21 MAA reimbursements received total \$81,000. If 2021-2022 claims were the same, the cost would be \$5,265.

STUDENT ACHIEVEMENT IMPACT:

The MAA program revenues will be deposited into the general fund and will be used to support the instructional program as indicated.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.

2 SANTEE ELEMENTARY SCHOOL DISTRICT
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July, 2021,
6 by and between the Orange County Superintendent of Schools, 200 Kalmus
7 Drive, Costa Mesa, California 92626, Region 9 Local Educational
8 Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the
9 Santee Elementary School District, 9625 Cuyamaca Street, Santee,
10 California 92071, hereinafter referred to as DISTRICT. SUPERINTENDENT
11 and DISTRICT shall be collectively referred to as the Parties.

12 WITNESSETH:

13 WHEREAS, SUPERINTENDENT has entered into an Agreement with the
14 California State Department of Health Care Services, hereinafter
15 referred to as STATE, which is incorporated herein by this reference,
16 to serve as the Local Educational Consortium (LEC) for the Region 9
17 in accordance with the California Welfare and Institutions Code
18 Section 14132.47(c) (1); and

19 WHEREAS, SUPERINTENDENT has been designated by the STATE to
20 represent school districts and county offices located in Region 9,
21 hereinafter referred to as LEA (Local Education Agency) to administer
22 School-Based Medi-Cal Administrative Activities (SMAA) described as
23 Administrative Claiming process in the California Welfare and
24 Institutions Code Section 14132.47(c) (1); and

25 WHEREAS, the goal of the School-Based Medi-Cal Administrative
Activities (SMAA) Program is to improve the availability and
accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

3 WHEREAS, DISTRICT is providing School-Based Medi-Cal
4 Administrative Activities and wishes to participate in the School-
5 Based Medi-Cal Administrative Activities Program.

6 NOW, THEREFORE, the Parties hereby agree as follows:

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one
8 (1) year commencing on July 1, 2021, and ending on June 30, 2022,
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

11 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
12 amended as necessary to comply with all Federal, state
13 and SUPERINTENDENT'S program requirements.

14 b. "Certify" to the STATE:

15 1. The amount of DISTRICT'S general funds or any other
16 funds allowed under Federal law and regulation
17 expended are allowable "Program activities".

18 2. The availability and expenditure of one hundred
19 percent (100%) of the non-Federal cost of performing
20 Program activities.

21 3. That DISTRICT expenditures represent costs that are
22 eligible for Federal financial participation for
23 that fiscal year.

24 c. Act as liaison between STATE and DISTRICT and as mandated
25 by STATE, attend STATE trainings.

- 1 d. As mandated, provide a software platform through a third
2 party vendor, through which the DISTRICT shall utilize
3 the Random Moment Time Survey (RMTS) process. Although
4 the SUPERINTENDENT will make every reasonable effort to
5 facilitate the use of the software platform, the
6 SUPERINTENDENT is not responsible for problems resulting
7 from software platform or system errors.
- 8 e. Represent DISTRICT'S issues, concerns, and questions at
9 scheduled statewide LEC Advisory Committee meetings,
10 STATE meetings, and SMAA Program work groups.
- 11 f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
12 and trainings and provide STATE approved training
13 materials and updates to DISTRICT.
- 14 g. On behalf of STATE, provide SMAA and RMTS program
15 technical assistance.
- 16 h. Code all RMTS moments and make available to the DISTRICT
17 its RMTS results. Coding is based on the presumption that
18 the responses received from the DISTRICT are accurate and
19 all necessary documentation exists to support it. The LEC
20 shall not be responsible for monitoring, reviewing or
21 verifying documentation for any coded moment.
- 22 i. Review and submit the Random Moment Time Survey (RMTS)
23 quarterly invoices and related supporting documentation
24 to the STATE on behalf of the DISTRICT and convey to the
25 DISTRICT by warrant all funds received on behalf of
DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this
2 AGREEMENT. No funds will be conveyed to DISTRICT for
3 invoices that have been disallowed by the STATE or any
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all
8 Federal, STATE, and SUPERINTENDENT'S Program
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the
13 RMTS quarterly invoice for a mutually agreed to additional
14 fee (See Appendix "C").

15 n. Assist the DISTRICT with the calculation of the LEA Medi-
16 cal Eligibility Rate or "Data Match percentage" from
17 student data submitted by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon
19 request and appeal DISTRICT decision or action through
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
23 amended as necessary to comply with all Federal, STATE
24 and SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and
SUPERINTENDENT'S Program requirements.

- 1 c. RMTS software platform may be accessed only by employees
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to
3 comply with the confidentiality and other requirements
4 associated with use of the RMTS software platform.
5 DISTRICT shall be responsible for any unauthorized use
6 and understands that the DISTRICT may be held liable.
- 7 d. Quarterly assess SMAA claiming potential within the
8 DISTRICT and determine which staff perform SMAA activities
9 and what direct charges, if applicable, will be claimed.
10 The DISTRICT will determine which staff participate in
11 the quarterly Random Moment Time Survey (RMTS).
- 12 e. Certify to the SUPERINTENDENT and STATE:
- 13 1. The amount of DISTRICT'S general funds or any other
14 funds allowed under Federal law and regulations expended
15 on the allowable "Program activities".
 - 16 2. The availability and expenditure, from allowable non-
17 Federal funding sources, of one hundred percent (100%)
18 of the cost of performing Program activities.
 - 19 3. Expenditures represent costs that are eligible for
20 Federal financial participation for that fiscal year.
- 21 f. If subcontracting for certain administrative activities,
22 provide SUPERINTENDENT with a copy of the DISTRICT'S
23 contract with vendor. DISTRICT may include vendor's
24 allowable costs on its invoice, to the extent that same
25 tasks are not performed by the SUPERINTENDENT and with

1 the understanding that the total annual vendor fees cannot
2 exceed fifteen percent (15%).

3 g. Ensure that DISTRICT'S designated SMAA Coordinator
4 attends quarterly Region 9 LEC SMAA Coordinators trainings
5 and meetings.

6 h. Adhere to timelines established by the STATE and
7 SUPERINTENDENT for completion of Program documentation
8 (e.g., Program invoices, Random Moment Time Survey (RMTS)
9 Rosters, Coding reports, etc.). Respond in a timely
10 manner to all STATE and SUPERINTENDENT requests for
11 information and documentation.

12 i. Respond to SUPERINTENDENT reviews with information and
13 corrected documents upon request and work with
14 SUPERINTENDENT to resolve any outstanding matters.

15 j. Appeal SUPERINTENDENT's decision through the STATE SMAA
16 LEA Appeal Process if necessary.

17 k. Complete quarterly Random Moment Time Survey (RMTS), as
18 required by the Centers for Medicare and Medicaid Services
19 (CMS), to determine the amount of paid time spent on
20 Program claimable activities.

21 l. DISTRICT will maintain a minimum response rate of eighty-
22 five percent (85%) of the moments assigned per time study
23 quarter. If DISTRICT is unable to maintain the required
24 response rate, DISTRICT will have sanctions applied
25 according to the School-Based Medi-Cal Administrative
Activities (SMAA) Manual.

1 m. Develop and maintain at the DISTRICT an Audit File to
2 include at a minimum the following:

- 3 • Training materials.
- 4 • Random Moment Time Survey (RMTS) Time Survey
5 Participant (TSP) Roster Reports and other
6 documentation, including validation of time
7 survey participant attendance.
- 8 • Time certification and supporting documentation
9 for direct charge staff.
- 10 • Job Descriptions.
- 11 • Medi-Cal Percentage documentation.
- 12 • Invoice documents and supporting documentation.
- 13 • Contracts/MOU.
- 14 • Organizational Charts.
- 15 • School Calendar.
- 16 • Resource Directories and outreach materials.
- 17 • Program review documentation.

18 n. Prepare and certify School-Based MAA invoices to the LEC
19 in conformance with STATE requirements and timelines
20 providing SUPERINTENDENT with copies of SMAA invoice
21 supporting documentation upon request.

22 o. DISTRICT agrees to maintain and preserve, documentation
23 for a period of not less than five years after termination
24 of Agreement and final payment from Department of Health
25 Care Services (DHCS) to SUPERINTENDENT, to permit
Department of Health Care Services (DHCS) or any duly
authorized representative, to have access to examine or
audit any pertinent books, documents, papers and records
related to this AGREEMENT and to allow interviews of any
employee who might reasonably have information related to
such records.

1 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand
2 dollars (\$10,000.00), DISTRICT shall agree and comply with
3 the following terms and conditions:

4 1. Maintain books, records, documents, and other
5 evidence, accounting procedures and practices,
6 sufficient to properly reflect all direct and
7 indirect costs of whatever nature claimed to
8 have been incurred in the performance of this
9 AGREEMENT, including any matching costs and
10 expenses. The foregoing constitutes "records"
11 for the purpose of this provision.

12 2. DISTRICT'S facility or office or such part
13 thereof as may be engaged in the performance of
14 this AGREEMENT and its records shall be subject
15 at all reasonable times to inspection, audit,
16 and reproduction.

17 3. The Department of Health Care Services (DHCS),
18 the Department of General Services, the Bureau
19 of State Audits, or their designated
20 representatives including the Comptroller
21 General of the United States shall have the
22 right to review and to copy any records and
23 supporting documentation pertaining to the
24 performance of this AGREEMENT. DISTRICT agrees
25 to allow the auditor(s) access to such records
during normal business hours and to allow

1 interviews of any employees who might reasonably
2 have information related to such records.
3 Further, DISTRICT agrees to include a similar
4 right of the STATE to audit records and
5 interview staff related to performance of this
6 AGREEMENT.

7 4. Preserve and make available its records (1) for
8 a period of five (5) years from the date of final
9 payment under this AGREEMENT, and (2) for such
10 longer period, if any, as required by applicable
11 statute, by any other provision of this
12 AGREEMENT, or by subparagraphs (a) or (b) below:

13 (a) If this AGREEMENT is completely or partially
14 terminated, the records relating to the
15 work terminated shall be preserved and
16 made available for a period of five (5)
17 years from the date of resulting final
18 settlement.

19 (b) If any litigation, claim, negotiation,
20 audit, or other action involving the
21 records has been started before the
22 expiration of the five-year period, the
23 records shall be retained until completion
24 of the action and resolution of all issues
25 which arise from it, or until the end of

1 the regular five-year period, whichever is
2 later.

3 5. DISTRICT shall comply with the above
4 requirements and be aware of the penalties for
5 violations of fraud and for obstruction of
6 investigation as set forth in Public Contract
7 Code §10115.10, if applicable.

8 6. DISTRICT, may at its discretion, following
9 receipt of final payment under this AGREEMENT,
10 reduce its accounts, books and records related
11 to this AGREEMENT to microfilm, computer disk,
12 CD ROM, DVD, or their data storage medium. Upon
13 request by an authorized representative to
14 inspect, audit or obtain copies of said records,
15 DISTRICT must supply or make available
16 applicable devices, hardware, and/or software
17 necessary to view, copy and/or print said
18 records. Applicable devices may include, but
19 are not limited to microfilm readers and
20 microfilm printers, etc.

21 q. The STATE, through any authorized representatives, has
22 the right at all reasonable times to inspect or otherwise
23 evaluate the work performed or being performed hereunder
24 and the premises in which it is being performed. If any
25 inspection or evaluation is made of the premises of
DISTRICT, DISTRICT shall provide all reasonable

1 facilities and assistance for the safety and convenience
2 of the authorized representative in the performance of
3 their duties. All inspections and evaluations shall be
4 performed in such a manner as will not unduly delay the
5 work.

6 r. In the event an invoice is revised or is disallowed by
7 the STATE, agree to reimburse SUPERINTENDENT within thirty
8 (30) days of receipt of an invoice from SUPERINTENDENT
9 evidencing SUPERINTENDENT'S payment to the STATE for
10 DISTRICT'S revised or disallowed invoice.

11 s. Ensure no duplicative billings.

12 t. Hold SUPERINTENDENT harmless from any Federal
13 disallowance of SMAA claim payments made to DISTRICT by
14 the STATE.

15 u. Designate an employee to act as a liaison with
16 SUPERINTENDENT to provide DISTRICT specific information
17 relative to SMAA Program administration and fiscal issues.

18 v. Provide SUPERINTENDET with student data files required
19 for the calculation of the LEA Medi-Cal Eligibility Rate
20 or "Data Match percentage".

21 w. Complete and return with the fully executed AGREEMENT,
22 SUPERINTENDENT'S School-Based Medi-Cal Administrative
23 Activities (SMAA) District Information 2021-2022 form,
24 Appendix "A", the School-Based Medi-Cal Administrative
25 Activities (SMAA) LEC Fee Information 2021-2022 form,
Appendix "C", Certification Regarding Lobbying form,

1 Appendix "D", and Data Use Agreement, Appendix "E",
2 attached hereto and incorporated by reference herein.

3 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and
4 documents that reside in the California Department of Health Care
5 Services (DHCS) Medi-Cal system of records, or with its agents, to
6 ensure the integrity, security, and confidentiality of such data and
7 documents, and to permit only appropriate disclosure and use as may
8 be permitted by law as specified in School-Based Medi-Cal
9 Administrative Activities (SMAA) Agreement for Disclosure and Use of
10 Medi-Cal Data 2021-2022 (DATA USE AGREEMENT), Appendix "E", attached
11 hereto and incorporated by reference herein. The DATA USE AGREEMENT
12 must be signed by the Custodian of Records on behalf of the DISTRICT.

13 5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
14 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT
15 and after SUPERINTENDENT has received reimbursement from the STATE for
16 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to
17 DISTRICT by warrant, all funds received on behalf of DISTRICT from the
18 STATE less any amount due the SUPERINTENDENT and STATE as determined
19 in Section 5.0 below. No funds will be conveyed to DISTRICT for
20 invoices that have been revised or disallowed by the STATE or Federal.
21 Payment to DISTRICT shall be made within forty-five (45) days of
22 receipt and reconciliation of STATE funds by SUPERINTENDENT.

23 6.0 FEE SCHEDULE.

- 24 a. RMTS Software Platform Fee. DISTRICT will be responsible
25 for DISTRICT'S share of the RMTS Software Platform Fee,
 which is based on the DISTRICT'S actual cost of utilizing

1 the RMTS Software Platform through a third party
2 administrator selected by the Region 9 LEC for the Random
3 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for
4 DISTRICT'S share of the software platform fees as
5 described in the School-Based Medi-Cal Administrative
6 Activities (SMAA) RMTS Fee Information 2021-2022 form,
7 Appendix "B", attached hereto and incorporated by
8 reference herein.

9 b. SUPERINTENDENT'S LEC Fees.

10 1. After SUPERINTENDENT has received reimbursement
11 from the STATE for DISTRICT'S quarterly SMAA
12 claim(s), SUPERINTENDENT will transfer to
13 DISTRICT an amount equal to the Federal share
14 of cost received as reimbursement for DISTRICT'S
15 SMAA claim submitted by DISTRICT, less four and
16 one-half percent (4.5%) fee per quarterly claim
17 which will be used to support SUPERINTENDENT'S
18 SMAA administration. The four and one-half
19 percent (4.5%) fee may be amended as necessary
20 to support compliance with all Federal, STATE
21 and SUPERINTENDENT'S program requirements. LEC
22 fee will include DISTRICT'S share of the STATE
23 Participation Fee, which is based on the STATE'S
24 cost for administering the SMAA claiming
25 process.

1 2. Optional Services. If the DISTRICT selects the
2 option of having the LEC prepare the RMTS
3 quarterly invoice, an additional two percent
4 (2.0%) will be added to the LEC Fee percentage
5 mentioned in 5.b.1 above, but billed separately.
6 SUPERINTENDENT will provide Optional Services
7 upon written request of DISTRICT (See Appendix
8 "C").

9 c. The obligations of SUPERINTENDENT and DISTRICT under this
10 AGREEMENT are contingent upon the availability of funds
11 furnished by the United States Government and the State
12 of California. In the event that such funding is
13 terminated or reduced, this AGREEMENT may be terminated,
14 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations
15 hereunder shall be limited to a pro-rated amount of
16 funding actually received by the SUPERINTENDENT and
17 DISTRICT from the United States Government and the State
18 of California under this AGREEMENT. SUPERINTENDENT shall
19 provide DISTRICT written notification of such
20 termination. Notice shall be deemed given when received
21 by the DISTRICT or no later than three (3) days after the
22 day of mailing, whichever is sooner.

23 7.0 FEDERAL CLAIMING.

24 a. TITLE 31 - Money and Finance, Subtitle V - General
25 Assistance Administration, Chapter 75 - Requirements for
 Single Audits, Section 7502 requires each pass through

1 entity provide the sub-recipient program names and any
2 identifying numbers from which such assistance is derived.
3 The Catalog of Federal Domestic Assistance (CFDA) number
4 for this Federal program is 93.778, Medical Assistance
5 Program (Medi-Cal).

- 6 b. A "Vendor" means a dealer, distributor, merchant, or other
7 seller providing goods or services that are required for
8 the conduct of a Federal program. These goods or services
9 may be for an organization's own use or for the use of
10 beneficiaries of the Federal program. Additional guidance
11 on distinguishing between a sub-recipient and a vendor is
12 provided in OMB Circular A-133.

13 8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
14 this AGREEMENT, shall be and act as an independent contractor.
15 SUPERINTENDENT understands and agrees that he/she and all of his/her
16 employees shall not be considered officers, employees or agents of the
17 DISTRICT, and are not entitled to benefits of any kind or nature
18 normally provided employees of the DISTRICT and/or to which DISTRICT'S
19 employees are normally entitled, including, but not limited to, State
20 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT
21 assumes full responsibility for the acts and/or omissions of his/her
22 employees or agents as they relate to the services to be provided
23 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility
24 for payment of all Federal, STATE and local taxes or contributions,
25 including unemployment insurance, social security and income taxes
with respect to SUPERINTENDENT'S employees.

1 9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,
2 and related instructional materials developed by SUPERINTENDENT or
3 DISTRICT under this AGREEMENT shall become the exclusive property of
4 the Department of Health Care Services. The Department of Health Care
5 Services shall have all right, title and interest in said matters,
6 including the right to secure and maintain the copyright, trademark
7 and/or patent all forms and related instructional materials developed
8 under this AGREEMENT.

9 10.0 HOLD HARMLESS.

10 a. SUPERINTENDENT hereby agrees to indemnify, defend, and
11 hold harmless DISTRICT, its Governing Board, and its
12 officers, agents, and employees from liability and claims
13 of liability for bodily injury, personal injury, sickness,
14 disease, or death of any person or persons, or damage to
15 any property, real, personal, tangible or intangible,
16 arising out of the negligent acts or omissions of
17 employees, agents or officers of SUPERINTENDENT or the
18 Orange County Board of Education during the term of this
19 AGREEMENT.

20 b. DISTRICT hereby agrees to indemnify, defend, and hold
21 harmless SUPERINTENDENT, the Orange County Board of
22 Education, and its officers, agents, and employees from
23 liability and claims of liability for bodily injury,
24 personal injury, sickness, disease, or death of any person
25 or persons, or damage to any property, real, personal,
tangible or intangible, arising out of the negligent acts

1 or omissions of employees, agents or officers of DISTRICT
2 during the term of this AGREEMENT.

3 11.0 CONFIDENTIALITY.

4 a. SUPERINTENDENT and DISTRICT shall maintain
5 confidentiality of their respective records and
6 information, governing the confidentiality of client or
7 student information for Medi-Cal clients served under this
8 AGREEMENT. Applicable laws include, but are not limited
9 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,
10 Welfare and Institutions Code, Section 14100.2 and 22
11 California Code of Regulations Section 51009 and all
12 applicable Federal and/or STATE laws or regulations as
13 each may now exist or be hereafter amended. The
14 confidentiality obligations contained in this section
15 shall survive termination of this AGREEMENT.

16 b. DISTRICT understands and agrees to take all reasonable
17 steps to avoid unauthorized disclosure of any of
18 SUPERINTENDENT'S agents' proprietary data provided for
19 purposes of this AGREEMENT hereinafter defined as data
20 file specifications, related instructions, management
21 reports, training materials, plans or other information
22 relating to the performance of SUPERINTENDENT'S agents
23 services hereunder, disclosed by SUPERINTENDENT to
24 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not
25 during or after the term of this AGREEMENT, permit the
copying, duplication, or use of any of SUPERINTENDENT'S

1 agents' proprietary data by or to any person other than
2 authorized employees, agents or representatives of
3 DISTRICT.

4 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
5 to assure that the information supplied to SUPERINTENDENT hereunder
6 shall be true, complete, and accurate in all respects. DISTRICT shall
7 assume sole responsibility for the truth, completeness and accuracy
8 of all information supplied to SUPERINTENDENT and agrees that
9 SUPERINTENDENT shall have no responsibility or liability for the
10 truth, completeness or accuracy of any information submitted by
11 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
12 SMAA invoice(s) that do not comply with STATE and Federal SMAA
13 requirements.

14 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for
15 damages or losses to DISTRICT employees, agents, independent
16 contractors or students relating to lost medical services or lost data
17 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums
18 DISTRICT does not obtain in reimbursement from the STATE, or for any
19 incidental, indirect, special or consequential damages to DISTRICT
20 arising from the denial of any request for reimbursement from the
21 STATE.

22 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
23 AGREEMENT shall not be assigned by the DISTRICT without prior written
24 approval of SUPERINTENDENT.

25 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
must meet the approval of the DISTRICT and shall be subject to the

1 DISTRICT'S general right of inspection to secure the satisfactory
2 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with
3 all Federal, STATE and local laws, rules, regulations and ordinances
4 that are now or may in the future become applicable to SUPERINTENDENT
5 or DISTRICT'S, equipment and personnel engaged in operations covered
6 by this AGREEMENT or accruing out of the performance of such
7 operations.

8 16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
9 shall complete and return with the fully executed AGREEMENT the
10 Certification Regarding Lobbying form, Appendix "D", attached hereto
11 and incorporated by reference herein, that the DISTRICT has not made,
12 and will not make, any payment prohibited by Item 1 of the
13 Certification Regarding Lobbying form.

14 17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
15 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,
16 that it:

- 17 a. Is not presently debarred, suspended, proposed for
18 debarment, declared ineligible, or voluntarily excluded
19 by any federal department or agency;
- 20 b. Has not within a three-year period preceding this
21 AGREEMENT been convicted of or had a civil judgement
22 rendered against them for commission of fraud or a
23 criminal offense in connection with obtaining, attempting
24 to obtain, or performing a public (Federal, STATE or
25 local) transaction or contract under a public transaction;
violation of Federal or STATE antitrust statutes or

1 commission of embezzlement, theft, forgery, bribery,
2 falsification or destruction of records, making false
3 statements, or receiving stolen property.

4 c. Is not presently indicted for or otherwise criminally or
5 civilly charged by a government entity (Federal, STATE or
6 local) with commission of any of the offenses enumerated
7 in Section 16.0(b) herein; and

8 d. Has not within a three-year period preceding this
9 AGREEMENT had one or more public transactions (Federal,
10 STATE or local) terminated for cause or default.

11 e. The terms and definitions herein have the meanings set
12 out in the Definitions and Coverage sections of the rules
13 implementing Federal Executive Order 12549.

14 f. If DISTRICT is unable to certify to any of the statements
15 in this certification, DISTRICT shall submit an
16 explanation to SUPERINTENDENT.

17 g. If DISTRICT knowingly violates this certification, in
18 addition to other remedies available to the Federal
19 Government, the Department of Health Care Services (DHCS)
20 may terminate this AGREEMENT for cause or default.

21 18.0 HIPAA. DISTRICT agrees to inform all students and faculty of the
22 importance of complying with all relevant State and Federal
23 confidentiality laws, including the Health Insurance Portability and
24 Accountability Act of 1996 (HIPPA) to the extent applicable. In
25 addition, DISTRICT agrees to provide students and faculty with training
in the requirements of the privacy and security provisions of HIPAA

1 and to advise them of the importance of complying with Facility's
2 policies and procedures relative to HIPAA.

3 19.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
4 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ
5 any unlawful discriminatory practices in employment of personnel or in
6 any other respect on the basis of sex, race, color, ethnicity, national
7 origin, ancestry, religion, age, marital status, medical condition,
8 sexual orientation, physical or mental disability or any other
9 protected group in accordance with the requirements of all applicable
10 Federal or STATE law.

11 20.0 TOBACCO USE POLICY. In the interest of public health,
12 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
13 of any tobacco products are prohibited in buildings and vehicles, and
14 on any property owned, leased or contracted for by the SUPERINTENDENT
15 pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with
16 conditions of this policy could result in the termination of this
17 AGREEMENT.

18 21.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
19 or without cause, terminate this AGREEMENT with the giving of thirty
20 (30) days prior written notice to the other party. However, once
21 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
22 of Health Care Services (DHCS), according to the School-Based Medi-
23 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
24 terminate until the next quarter survey period.

25 22.0 NOTICE. All notices or demands to be given under this AGREEMENT
by either party to the other shall be in writing and given either by:

1 (a) personal service or (b) by U.S. Mail, mailed either by registered
2 or certified mail, return receipt requested, with postage prepaid.
3 Service shall be considered given when received if personally served
4 or if mailed on the third day after deposit in any U.S. Post Office.
5 The address to which notices or demands may be given by either party
6 may be changed by written notice given in accordance with the notice
7 provisions of this section. As of the date of this AGREEMENT, the
8 addresses of the parties are as follows:

9 DISTRICT: Santee Elementary School District
 9625 Cuyamaca Street
10 Santee, California 92071
 Attn: _____

11 SUPERINTENDENT: Orange County Superintendent of Schools
12 200 Kalmus Drive
13 Costa Mesa, California 92626
 Attn: Patricia McCaughey

14 23.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
15 redress for violation of, or to insist upon, the strict performance
16 of any term or condition of this AGREEMENT shall not be deemed a waiver
17 by that party of such term or condition, or prevent a subsequent
18 similar act from again constituting a violation of such term or
19 condition.

20 24.0 SEVERABILITY. If any term, condition or provision of this
21 AGREEMENT is held by a court of competent jurisdiction to be invalid,
22 void, or unenforceable, the remaining provisions will nevertheless
23 continue in full force and effect, and shall not be affected, impaired
24 or invalidated in any way.
25


1 25.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
2 be governed by the laws of the State of California with venue in Orange
3 County, California.


4 26.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
5 attached hereto constitute the entire agreement among the Parties to
6 it and supersedes any prior or contemporaneous understanding or
7 agreement with respect to the services contemplated, and may be amended
8 only by a written amendment executed by both Parties to the AGREEMENT.

9 IN WITNESS WHEREOF, the Parties hereto set their hands.

10 DISTRICT: SANTEE ELEMENTARY SCHOOL
11 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

12 BY: 
Authorized Signature

BY: 
Authorized Signature

13 PRINTED NAME: Tim Larson

PRINTED NAME: Patricia McCaughey

14 TITLE: Asst. Supt., H.R.

TITLE: Administrator

15 DATE: 4/21/21

DATE: April 13, 2021

16 Santee Elementary School District-SMAA(51490) 2021-2022
17 ZIP 6



**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
 DISTRICT INFORMATION
 2021-2022**

1 DISTRICT/SCHOOL

District/School Name *County*

Claiming Unit: _____
If different than name above.

2 DISTRICT SMAA COORDINATOR

Name *District Job Title*

Street Address *City, State, Zip*

Mailing Address (if different than street address) *City, State, Zip*

Phone (please include extension) *Fax* *Email*

Check the box for this person to: have access to the RMTS system
 receive RMTS late notifications

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

Check the box for this person to: be included in all program communications
 have access to the RMTS system
 receive RMTS late notifications

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

Check the box for this person to: be included in all program communications
 have access to the RMTS system
 receive RMTS late notifications

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2021-2022**

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

_____		_____
<i>Name</i>		<i>District Job Title</i>
_____		_____
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to:	<input type="checkbox"/>	be included in all program communications
	<input type="checkbox"/>	have access to the RMTS system
	<input type="checkbox"/>	receive RMTS late notifications

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

_____		_____
<i>Name</i>		<i>District Job Title</i>
_____		_____
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to:	<input type="checkbox"/>	be included in all program communications
	<input type="checkbox"/>	have access to the RMTS system

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

<i>Company Name</i>	

<i>Contact</i>	<i>Contact Job Title</i>

<i>Phone</i>	<i>Email</i>

7. LEA BILLING OPTION PROGRAM SUBCONTRACTOR/THIRD-PARTY VENDOR

<i>Company Name</i>	

<i>Contact</i>	<i>Contact Job Title</i>

<i>Phone</i>	<i>Email</i>

_____	_____
PRINTED NAME OF PERSON FILLING OUT FORM	JOB CLASSIFICATION TITLE

DATE

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
RMTS FEE INFORMATION
2021-2022**

RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

FY Quarter	Quarterly Participant Rate
FY Q1: July - September	\$0.67/participant/quarter
FY Q2: October – December	\$1.34/ participant/quarter
FY Q3: January – March	\$1.34/ participant/quarter
FY Q4: April – June	\$1.34/ participant/quarter

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2021-2022**

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES FEE

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2021 – June 30, 2022

District Name

Name (Type/Print)

Date

Signature

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA
2021-2022**

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in

HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Name and Title of Custodian of Files

District Name

District Address

Custodian's Phone Number / Email Address

Custodian's Signature

Date

BACKGROUND:

California School Employee Benefits Association (CSEBA) has recently introduced a new “Marketplace” structure to their medical benefit offerings for employees and early retirees and are phasing out the “traditional” plans that Santee School District currently offers. Effective January 1, 2022, Santee School District will offer the updated “Marketplace” plans to employees and early retirees.

The CSEBA “Marketplace” is similar to that of the State health benefit exchange “Covered California”. The carriers will remain Blue Shield of California and Kaiser, but will instead offer 21 metal-tiered plans to choose from. These plans range from top-tier platinum plans with the lowest out-of-pocket expense but higher premiums to the silver and bronze level plans that offer the lowest premiums with a higher out-of-pocket expense.

This wide selection of plans will allow more flexibility for employees and early retirees to make informed healthcare decisions that work for their individual lifestyle and needs. The Human Resources Department has begun preparing an extensive educational campaign for staff and early retirees, and annual Open Enrollment will take place from October 1 – October 31, 2021.

RECOMMENDATION:

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

FISCAL IMPACT:

The fiscal impact of employee and early retiree health benefits for 2022 is to be determined.

STUDENT ACHIEVEMENT IMPACT:

This is a personnel item.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.4.

Item F. EMPLOYEE ASSOCIATION COMMUNICATION

Item G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item H. CLOSED SESSION

Item I. RECONVENE TO PUBLIC SESSION

Item J. ADJOURNMENT

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