



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

In accordance with Government Code Section 54956, written notice is hereby given that the following meeting of the Santee School District Board of Education will be conducted in-person and streamed live.

JOINING THE MEETING ONLINE ON MICROSOFT TEAMS

[Click this link to join from a PC, Mac, iPad, iPhone, or Android device](#) or call in (audio only): Phone: 323-618-1970 - Meeting ID: 235667627#

Please note: Public comments are in-person only. Request-to-speak cards are available at the meeting.



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

**BOARD OF EDUCATION
 REGULAR MEETING
 AGENDA
 August 1, 2023**

District Mission

Providing an extraordinary education in an inspiring environment with caring people

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A. OPENING PROCEDURES – 6:00 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
 - 1.2. Schedule of Upcoming Events

C. PUBLIC COMMUNICATION

During this time, citizens are invited to address the Board of Education about any item not on the agenda. Request-to-speak cards should be submitted in advance. The Board may not take action on any item presented. The Board has a policy limiting any speaker to three (3) minutes. Meetings are recorded and streamed live.

D. CONSENT ITEMS

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

Superintendent

- 1.1. **Approval of Minutes** 10
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 21
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Approval/Ratification of General Services Agreements** 23
It is recommended that the Board of Education approve/ratify agreements with General Service Providers as presented.
- 2.3. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 24
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of June 2023.

Educational Services

- 3.1. **Ratification of Nonpublic School Master Contract with The Winston School for Nonpublic School Services** 29
It is recommended that the Board of Education ratify the nonpublic school master contract with The Winston School for Nonpublic School Services.
- 3.2. **Ratification of Nonpublic School Master Contract with Community School of San Diego for Nonpublic School Services** 30
It is recommended that the Board of Education ratify the nonpublic school master contract with Community School of San Diego for Nonpublic School Services.

Human Resource/Pupil Services

- 4.1. **Personnel, Regular** 31
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. **Approval to Accept Tobacco Use Prevention Education (TUPE) Consortium Grant with San Diego County Office of Education and Other Districts for Sixth, Seventh, and Eighth Grade Students** 33
It is recommended that the Board of Education accept TUPE Consortium Grant funds to provide tobacco and vaping prevention education programs on all school campuses.
- 4.3. **Approval of Santee Community Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Reimbursement Funds for the 2023-2024 School Year** 45
It is recommended that the Board of Education approve the Santee Community Collaborative's reinvestment plan for the use of LEA Medi-Cal Reimbursement funds for the 2023-2024 school year.

E.	DISCUSSION AND/OR ACTION ITEMS	47
	<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>	
	Business Services	
1.1.	<u>Approval/Ratification to Contract with Christina Becker</u>	48
	It is recommended that the Board of Education approve/ratify the contract with Christina Becker for consultation on the Office of Public School Construction modernization projects and appeals for new construction.	
F.	BOARD POLICIES AND BYLAWS	60
1.1.	<u>Second Reading: Board Policies (BP)/Administrative Regulation (AR):</u>	61
	<ul style="list-style-type: none">• BP 6152 – Class Assignment• BP 6179 – Supplemental Instruction	
	It is recommended that the Board of Education adopt revised BP 6152 – Class Assignment; and BP 6179 – Supplemental Instruction, being presented as second readings.	
1.2.	<u>First Reading: Board Policies (BP)/Administrative Regulation (AR):</u>	67
	<ul style="list-style-type: none">• Revised BP 5141.21 – Administering Medication and Monitoring Health Conditions	
	Revised BP 5141.21 - Administering Medication and Monitoring Health Conditions is being presented for a First Reading. Action, if any, is at the discretion of the Board of Education.	
G.	EMPLOYEE ASSOCIATION COMMUNICATION	71
H.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	71
I.	CLOSED SESSION	71
1.	<u>Conference with Labor Negotiator</u> (Gov't. Code § 54957.6)	
	<i>Purpose: Negotiations</i>	
	<i>Agency Negotiators: David MacLeod, 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>	
3.	<u>Conference with Legal Counsel – Anticipated Litigation</u> (Gov't. Code § 54956.9)	
	<i>- One (1) case</i>	
J.	RECONVENE TO PUBLIC SESSION	71
K.	ADJOURNMENT	71

Please note: Per SB 343, the supporting documents for this meeting agenda are available at the Santee School District Office and will be available for viewing at the meeting. The next regular meeting of the Board of Education will be held on August 15, 2023, at 6:00 p.m. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

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

ITEM A. OPENING PROCEDURES – 6:00 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 August 1, 2023, 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 Collection Report
 - 1.2. Schedule of Upcoming Events

Agenda Item B.

**DEVELOPER FEES COLLECTION REPORT
2023-24
CUMULATIVE THROUGH AUGUST 1, 2023**

Residential Rate: \$2.53 per square foot - effective 3/18/21; \$2.97 per square foot - effective 8/20/2022
 Commercial Rate: \$0.41 per square foot - effective 5/17/20; \$0.48 per square foot - effective 8/20/2022
 Self Storage Rate: \$0.03 per square foot - effective 5/17/20; \$0.02 per square foot -effective 8/20/2022

COM	RES	SS	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
X			1756 Weld Blvd	07/06/23	361,184	\$173,368.32	PA
	X		7839 Cypress Dr	07/19/23	1,813	\$5,384.61	CFH
	X		7838 Cypress Dr	07/19/23	1,813	\$5,384.61	CFH
	X		7835 Cypress Dr	07/19/23	1,746	\$5,185.62	CFH
	X		7834 Cypress Dr	07/19/23	1,746	\$5,185.62	CFH
	X		7831 Cypress Dr	07/19/23	1,818	\$5,399.46	CFH
	X		7830 Cypress Dr	07/19/23	1,818	\$5,399.46	CFH
	X		7829 Cypress Dr	07/19/23	1,813	\$5,384.61	CFH
	X		7828 Cypress Dr	07/19/23	1,813	\$5,384.61	CFH
	X		7825 Cypress Dr	07/19/23	1,746	\$5,185.62	CFH
	X		7824 Cypress Dr	07/19/23	1,746	\$5,185.62	CFH
	X		7821 Cypress Dr	07/19/23	1,818	\$5,399.46	CFH
	X		7820 Cypress Dr	07/19/23	1,818	\$5,399.46	CFH
X			8801 Mission Gorge Road	07/19/23	48,913	\$23,478.24	CO
TOTAL PAGE 1						\$260,725.32	

*Additional square footage (total is over 500 square feet)

** Fee Exempt - Senior / Elder Care Facility

*** Fee Exempt - Less than 500 square feet

**** Fee Exempt - Religious Facility

Schedule of Upcoming Events

Meeting Locations:

Educational Resource Center (ERC) – 9619 Cuyamaca, Santee
 District Office (DO) Conference Room – 9625 Cuyamaca, Santee

Date	Event
August 1	Board of Education Meeting; 6:00 pm, ERC
August 14 (Monday)	School Offices Open to the Public
August 15	Board of Education Meeting; 6:00 pm, ERC
August 23	First Day of School
September 4	No School/District Offices Closed for Labor Day Observance
September 5	Board of Education Meeting; 6:00 pm, ERC
September 19	Board of Education Meeting; 6:00 pm, ERC
October 3	Board of Education Meeting; 6:00 pm, ERC
October 17	Board of Education Meeting; 6:00 pm, ERC
November 7	Board of Education Meeting; 6:00 pm, ERC
November 10 (Friday)	No School/District Offices Closed Veterans' Day Observance
November 13-17	Parent/Teacher Conference
November 20-24	Schools Closed for Thanksgiving Break

Item C. PUBLIC COMMUNICATION

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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. Request-to-speak cards should be submitted in advance.

Consent Item D.1.1.
Prepared by Dr. Kristin Baranski
August 1, 2023

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- July 18, 2023, 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**

July 18, 2023
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President El-Hajj called the meeting to order at 6:00 p.m.

Members present:

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

Administration present:

Dr. Kristin Baranski, Superintendent and Secretary to the Board
Dr. Marcia Hamilton, Assistant Superintendent, Business Services
Dr. Lisa Paisley, Assistant Superintendent, Educational Services
Tim Larson, Assistant Superintendent, Human Resources/Pupil Services
David MacLeod, Assistant Superintendent, Human Resources/Pupil Services
Lisa Arreola, Executive Assistant and Recording Secretary

President El-Hajj explained it was the District's first live stream Board meeting and asked for everyone's patience through the transition. She shared regular Board meetings were held on the first- and third-Thursday, at 6:00 pm, and noted public comments were only in-person.

2. District Mission

President El-Hajj welcomed and invited everyone to recite the District Mission.

3. Pledge of Allegiance

Bryce Storm, Director of Maintenance and Operations, led the Pledge of Allegiance.

4. Approval of Agenda

President El-Hajj presented the agenda for approval. Member Burns moved approval.

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

President El-Hajj announced the meeting would be adjourned in memory of Mrs. Sandra Olson, and read the following in her honor. President El-Hajj acknowledged her son was in attendance and Member Burns shared knowing Mrs. Olson from Cajon Park throughout the years and noted she was fondly remembered for being a great lady with a contagious smile.

Tonight, the Board will be adjourning our meeting in memory of Mrs. Sandra Olson who passed away last summer.

Mrs. Olson joined Santee School District as a substitute campus aide in 1989 and was later hired to a full-time position until her retirement in 2001. Sandy, as she was known to the students, enjoyed her duties as a campus aide and

working at Project SAFE at Cajon Park School. Mrs. Olson made a huge impact and was loved by all.

We extend our deepest sympathy to the Olson family.

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

- 1.1. Developer Fees and Collection Report
- 1.2. Use of Facilities Report
- 1.3. Claims Against the District
- 1.4. Schedule of Upcoming Events
- 1.5. Routine Water Testing at Schools

Superintendent Baranski explained that during routine water testing last school year, a faucet at Carlton Hills required corrective action. Based on those results, the Board authorized testing water sources throughout the District as a precautionary measure. Superintendent Baranski noted there was proposed legislation on water testing but was not currently required. She shared the District will be ahead of the mandate if legislation is passed.

Superintendent Baranski explained that out of the 120 faucets tested, only three (3) required corrective action and Administration was expecting very few requiring corrective action as the testing continued throughout the District. Superintendent Baranski shared the concrete water fountain by the field, at Carlton Oaks, was going to be replaced; and noted the repair of the water fountain in the Junior High building at Cajon Park had already been completed and awaiting test results. Superintendent Baranski suggested once the District receives the final test results that the Carlton Oaks and Cajon Park parents be notified of the findings and corrective actions.

C. PUBLIC COMMUNICATION

President El-Hajj invited members of the audience to address the Board about any item not on the agenda. She noted the placement of the table, in lieu of the podium, and placement of the cameras.

Michelle McNearney, teacher, shared her thoughts on class size for the upcoming school year. She noted students require more support and shared examples of student academic growth and success when the teacher to student ratio is lower.

Kevin McNearney allotted his time to Mrs. McNearney, if needed.

Andi Anderson, parent, expressed her support of lower teacher to student ratios. She noted students require more assistance after the pandemic and lower-class ratios would allow more teacher time per student.

D. CONSENT ITEMS

President El-Hajj invited comments from the public on any item listed under Consent. There were no public comments.

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Expenditure Warrants
- 2.2. Approval/Ratification of Purchase Orders
- 2.3. Approval/Ratification of Revolving Cash Report
- 2.4. Approval/Ratification of General Services Agreements
- 2.5. Authorization to Sell/Dispose of Surplus Items
- 2.6. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement
- 2.7. Approval/Ratification of Agreements for Mileage Reimbursement In Lieu of District Transportation

- 2.8. Adoption of Resolution No. 2223-23 to Designate Authorized Representatives for the Joint Powers Authority
- 3.1. Approval of Student Teaching Agreement with Grand Canyon University
- 3.2. Approval of Memorandum of Understanding with Apex Therapies, Inc. for Speech Therapy and Occupational Therapy
- 3.3. Approval of Nonpublic School Master Contract with Aseltine School for Nonpublic School Services
- 3.4. Ratification of Nonpublic School Master Contract with Stein School for Nonpublic School Services
- 3.5. Ratification of Nonpublic School Master Contract with Sierra School of San Diego Nonpublic School Services
- 3.6. Ratification of Nonpublic School Master Contract with The Winston School for Nonpublic School Services
- 4.1. Personnel, Regular
- 4.2. Approval of Short-Term Services Agreements
- 4.3. Approval of Memorandum of Understanding with High Tech High to Host District Interns

Member Burns moved approval.

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

E. DISCUSSION AND/OR ACTION ITEMS

Business Services

1.1. Approval of Monthly Financial Report

Dr. Marcia Hamilton, Assistant Superintendent of Business Services, presented the monthly financial report for cash and budget revision transactions posted through May 31, 2023. The District ended the month with a cash balance in the General Fund of approximately \$36,085,249; sufficient funds to pay all of the District's financial obligations with internal cash. Dr. Hamilton noted the \$6,281,766 change in fund balance for the restricted budget was a result of carryover funds from the Expanded Learning Programs, Expanded Learning Opportunity Grant, Educator Effectiveness Block Grant, Music Block Grant, and some lottery funds. She explained 2023-2024 projected reserve percentage, as discussed in the adopted budget, decreases to 9.11% because of the 10% CAP. Member Burns moved approval.

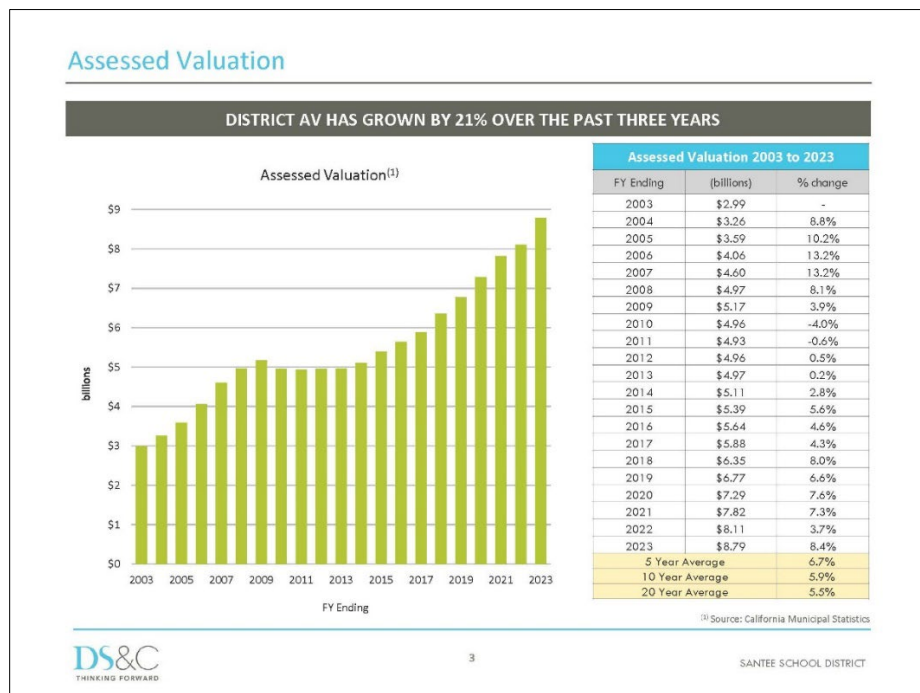
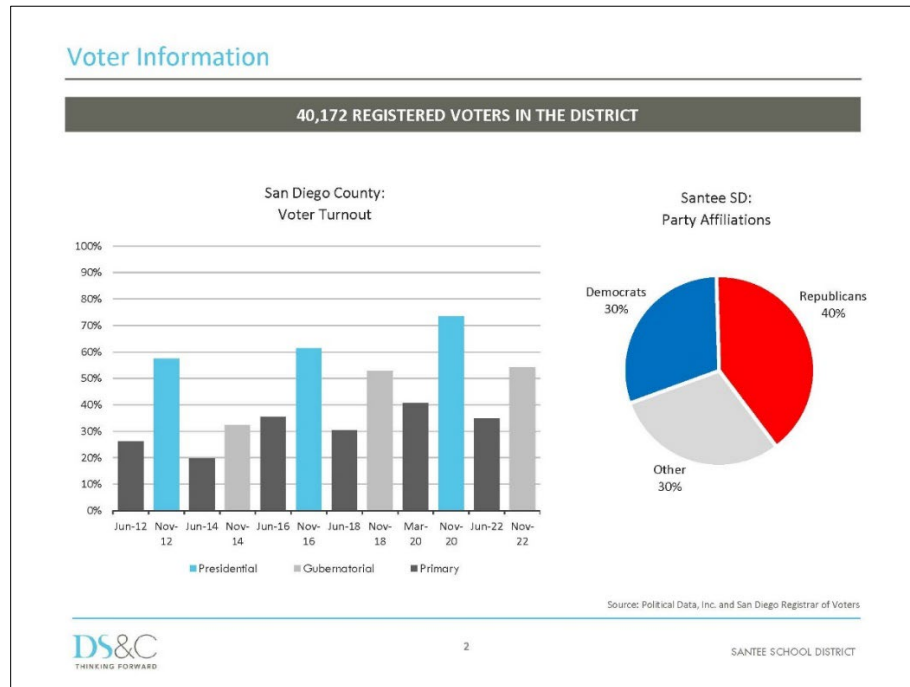
<i>Motion:</i>	<u>Ryan</u>	<i>El-Hajj</i>	<u>Aye</u>	<i>Ryan</i>	<u>Aye</u>
<i>Second:</i>	<u>Burns</u>	<i>Fox</i>	<u>Aye</u>	<i>Levens-Craig</i>	<u>Aye</u>
<i>Vote:</i>	<u>5-0</u>	<i>Burns</i>	<u>Aye</u>		

1.2. DS&C Presentation on Debt Management Strategies and Financing Options for Capital Improvement Projects

Dr. Marcia Hamilton, Assistant Superintendent of Business Services, welcomed the District's financial advisor, Dale Scott to discuss debt management strategies and financing options for capital improvement projects.

Mr. Scott noted he would be discussing two options for a general obligation bond on the ballot for the November 2024 elections. He explained districts can only place a general obligation bond on the ballot during a regularly scheduled election. Mr. Scott provided an overview of voter information. He shared percentages of party affiliations and voter turnout for voters in the District. Mr. Scott provided an overview of the assessed valuation and noted the District's assessed valuation had grown by 21% over the past three years. He discussed the District's past general bond measures and current outstanding bonds. Mr. Scott explained the projected tax rates for all currently outstanding general obligation

bonds, based on the current outstanding bonds and shared four alternatives for the Board to consider and timeline if they decided to place a general obligation bond on the November 2024 ballot. The Board asked for an updated list of capital improvement projects that the District is unable to sustain and would require a general obligation bond. Administration noted the sewage system and recommended security measures were just some examples. The Board expressed their gratitude to Mr. Scott for the information.



Past Elections

PAST SANTEE SCHOOL DISTRICT GO BOND MEASURES

Santee School District GO Bond Elections ⁽¹⁾						
Election Date	Measure Letter	Authorization Amount	Type	% Yes	Pass/Fail	Amount Unissued
November 7, 2000	Z	\$28,000,000	Two-Thirds	62.75%	Fail	n/a
November 7, 2006	R	\$60,000,000 \$44,630,000	Prop 39	58.51%	Pass	\$0
November 6, 2018	S	\$15,370,000	Prop 39	58.20%	Pass	\$0

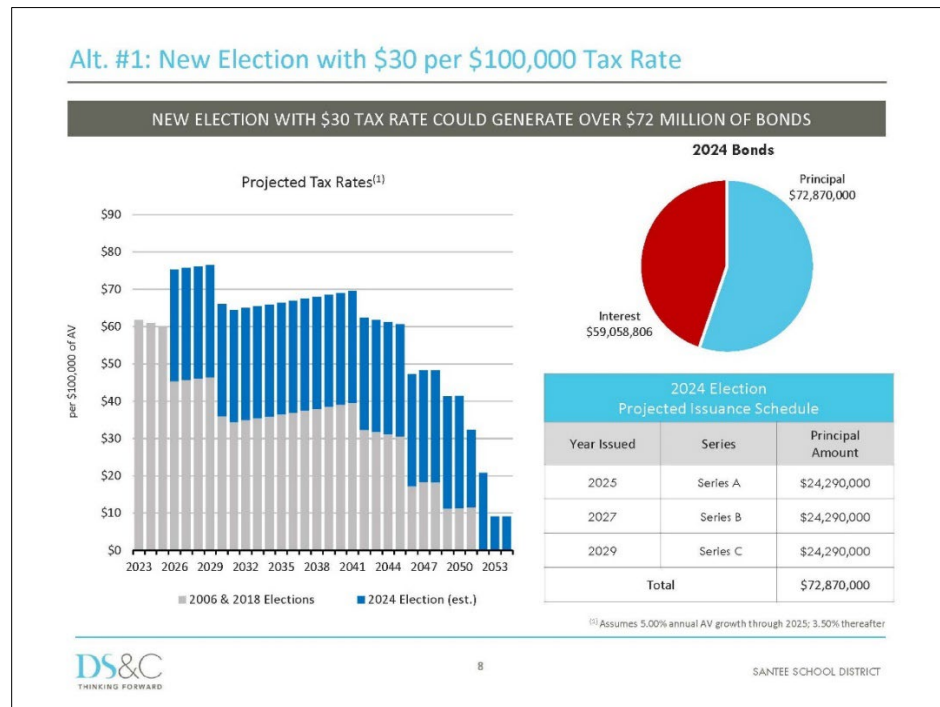
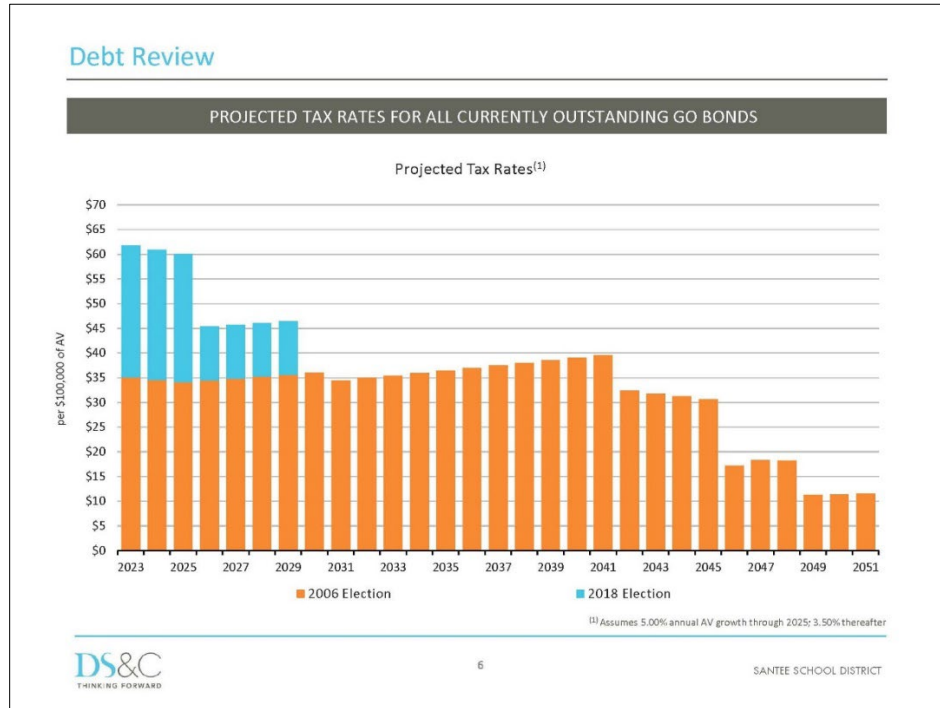
⁽¹⁾ Source: DS&C Internal Data



Currently Outstanding Bonds

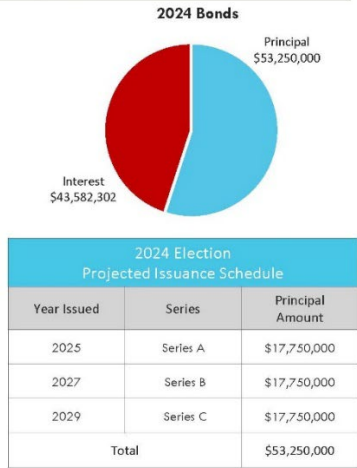
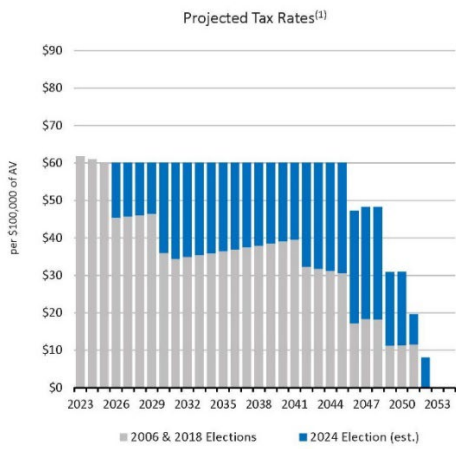
Santee School District Outstanding GO Bonds					
Series	Issuance Date	Original Principal	Outstanding Principal	Final Maturity	First Optional Prepayment Date
2006 Election, Series C	9/11/2008	\$2,869,039	\$1,693,668	8/1/2033	non-callable
2006 Election, Series D	9/11/2018	\$7,840,155	\$3,710,217	8/1/2048	non-callable
2006 Election, Series E	5/12/2011	\$3,534,307	\$1,551,714	8/1/2051	non-callable
2015 Refunding	12/30/2015	\$26,715,104	\$20,659,376	8/1/2040	8/1/2025
2016 Refunding	2/3/2016	\$9,025,022	\$8,582,333	8/1/2045	2/1/2026
2017 Refunding	7/25/2017	\$10,750,000	\$9,490,000	8/1/2048	8/1/2027
2018 Election, Series A	11/7/2019	\$15,370,000	\$10,455,000	8/1/2029	non-callable
TOTAL		\$76,103,627	\$56,142,308		





Alt. #2: Tax Rate Extension Election w/ 3 Series

TAX RATE EXTENSION COULD GENERATE OVER \$53 MILLION OF BONDS

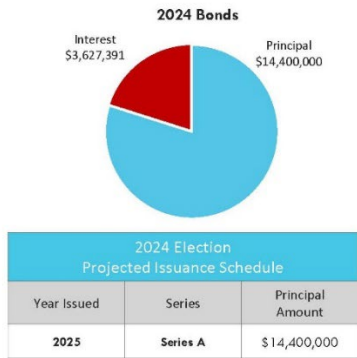
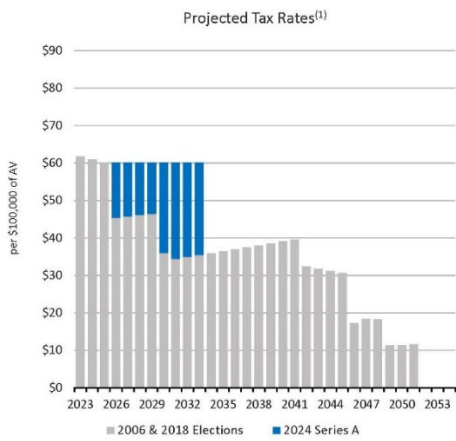


⁽¹⁾ Assumes 5.00% annual AV growth through 2025; 3.50% thereafter



Alt. #3: Short-Term Bond

SHORT-TERM BOND COULD GENERATE OVER \$14 MILLION OF BONDS

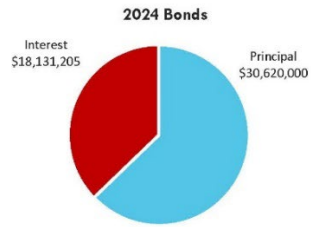
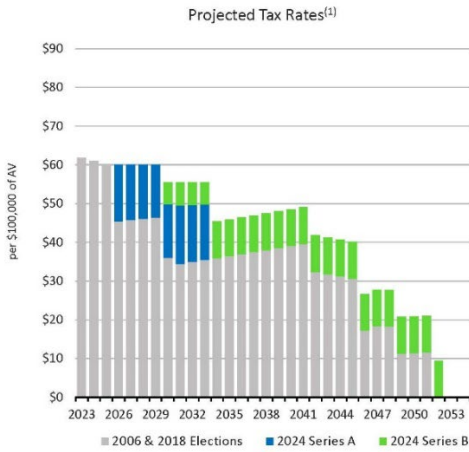


⁽¹⁾ Assumes 5.00% annual AV growth through 2025; 3.50% thereafter



Alt. #4: Tax Rate Extension Election w/ 2 Series

TAX RATE EXTENSION COULD GENERATE OVER \$30 MILLION OF BONDS



2024 Election
 Projected Issuance Schedule

Year Issued	Series	Principal Amount
2025	Series A	\$10,620,000
2027	Series B	\$20,000,000
Total		\$30,620,000

⁽¹⁾ Assumes 5.00% annual AV growth through 2025; 3.50% thereafter



Election Timeline

PREPARING FOR 2024



1.3. Balances in Excess of Minimum Reserve Requirements

Dr. Marcia Hamilton, Assistant Superintendent of Business Services, explained that in accordance with regulations imposed by Senate Bill 858, the District must report on certain elements pertaining to its projected reserves as follows:

- The District's calculated minimum required Reserve for 2023-24 is \$2,890,548.69.
- The amount of the assigned and unassigned fund balances that exceed the minimum required reserve amount is \$5,888,942.87
- The reasons for the District maintaining an assigned and unassigned fund balance in excess of the minimum required reserve amount are:
 - To provide an economic uncertainty reserve that ensures adequate cash flow and cushions against state revenue declines
 - To provide a reserve for projected and potential cost increases
 - To set-aside funds for technology replenishment and replacement
 - To set-aside funds for future instructional materials adoptions and purchase

Dr. Hamilton noted a listing of the specific amounts set-aside for each of the aforementioned items is posted on the District's website.

F. BOARD POLICIES AND BYLAWS

Superintendent Baranski presented Item F.1.1. and noted there were three first readings; and explained Board Policy 6154 – Homework/Makeup Work was being pulled as a first reading pending discussion with the Santee Teachers Association on some language concerns. Member Burns suggested parent input on BP 6154. Member Levens-Craig suggested input from the District Advisory Council (DAC) and the District English Learner Advisory Committee (DELAC). President El-Hajj asked the Board to contact Administration if they had any questions on the remaining first readings.

1.1. First Reading: Revised Board Policies (BP)/Administrative Regulation (AR):

- BP 6152 - Class Assignment
- BP 6154 - Homework/Makeup Work
- BP 6179 - Supplemental Instruction

G. EMPLOYEE ASSOCIATION COMMUNICATION

Melanie Hirahara, Santee Teachers Association (STA) President, shared there were three days of left of summer school and noted seeing some of the Board members visiting the campus. She shared Summer School Administrator, Dr. Nona Richard has been very active and sent a survey asking for ideas that could be incorporated into next year's summer school. Mrs. Hirahara shared appreciation for taking her input into consideration on matters. She explained contacting Dr. Lisa Paisley, Assistant Superintendent of Educational Services, regarding concerns with BP 6154.

H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Member Levens-Craig noted meeting some Santee residents while camping at the beach.

Member Ryan shared receiving a membership application to join a PTA. She asked Administration to inquire about joining all PTA units collectively.

Member Burns noted he would be joining the August 15 meeting online, while attending the Threat Assessment Conference; and suggested proclaiming September as Grandparent Appreciation month. He shared observing the vital and instrumental roles grandparents play in students' lives and explained observing numerous grandparents dropping off and/or picking up their grandchildren from summer, as he dropped-off/picked-up his son. He shared it being a challenge for some, but noted the excitement as they picked up their student(s). Member Burns noted Grandparent Day is celebrated the first Sunday after Labor Day but suggested the District honor them the entire month. He noted this would also be a good lesson for students to show appreciation for their assistance in their education. Member Burns noted supporting funding for the schools and suggested certificates, cards, etc. Member Levens-Craig shared belonging to an organization that records grandparents reading books for their grandchildren and supporting Member Burns' idea. President

El-Hall noted supporting the idea and noted it would be a great way to start off the school year. Superintendent Baranski shared she would be speaking to the Principals about executing the idea.

Member Fox noted enjoying the visit to summer school and Dr. Richard's enthusiasm and energy.

President El-Hajj shared enjoying the visit to summer school and seeing students having fun while learning.

Superintendent Baranski welcomed and introduced David MacLeod, Assistant Superintendent of Human Resources/Pupil Services. She shared Mr. MacLeod has been busy getting to know his staff and being a great asset to the District. Mr. MacLeod expressed his appreciation for the opportunity and noted everyone was very welcoming.

Superintendent Baranski noted the upcoming events. She explained the Staff Welcome Back event was being held at Cajon Park; and dates for Beautification Day, Buddy's Backpacks, etc.

President El-Hajj noted dispersing mulch was the most tedious task on Beautification Day and shared observing someone use a mulch dispenser at La Mesa/Spring Valley School District and suggested borrowing and/or looking into investing in one.

Member Levens-Craig shared that although it is usually hotter than usual during Beautification Day, the parents and volunteers work hard to make sure our schools are ready for our students. She noted appreciation to everyone for their hard work and dedication.

I. CLOSED SESSION

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

1. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Employee Organizations: Santee Teachers Association (STA); and
Classified School Employees Association (CSEA)
2. **Public Employee Performance Evaluation** (Gov't. Code § 54957)
Superintendent

The Board entered closed session at 7:06 p.m.

J. RECONVENE TO OPEN SESSION

The Board reconvened to public session at 8:30 p.m. and reported no action was taken.

K. ADJOURNMENT

With no further business, the regular meeting of July 18, 2023, was adjourned at 8:30 p.m.

Dustin Burns, Clerk

Dr. Kristin Baranski, Secretary

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 \$1,644.00 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 - August 01, 2023

Travel Dates			Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel	District Goal
Tuesday-Friday	08/15/23	- 04/01/24	Dustin Burns	Board of Education	Threat Assessment Management Conference	Anaheim, Ca	\$0	\$1,644	Board of Education	Conference designed to address major issues surrounding situations involving the prevention of targeted violence	1, 2
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California											

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:

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 (Location)	Date(s) of Service	Amount	Funding
Jill Weckerly Ph.D.	Psychoeducational Evaluation (Districtwide)	07/01/2023 – 06/30/2024	\$10,000.00 (Not to exceed)	Special Education
School Facility Consultants	Construction, Modernization and Planning Consulting	8/1/2023 – 6/30/2024	\$20,000 (not to exceed)	Developer Fees

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: _____

Consent Item D.2.3.
Prepared by Dr. Marcia Hamilton
August 1, 2023

Approval/Ratification of Expenditure
Transactions Charged to District
Issued Purchasing Cards (P-Cards)

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 June 1, 2023 through June 30, 2023.

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 189 transactions totaling \$33,880.32 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20230618	ALDOUS,SARAH	BUSINESS SERVICES	SOUTHWEST AIRLINES	121.69	Professional Development - M. Hamilton Flight
20230618	ALDOUS,SARAH	BUSINESS SERVICES	SOUTHWEST AIRLINES	121.69	Professional Development - M. Hamilton Flight
20230618	ALDOUS,SARAH	BUSINESS SERVICES	SOUTHWEST AIRLINES	121.69	Professional Development - M. Hamilton Flight
20230618	ALDOUS,SARAH	BUSINESS SERVICES	SOUTHWEST AIRLINES	207.97	Professional Development - M. Hamilton Flight
20230618	ALDOUS,SARAH	BUSINESS SERVICES	SOUTHWEST AIRLINES	121.69	Professional Development - M. Hamilton Flight
20230628	ALDOUS,SARAH	BUSINESS SERVICES	VCN*SANDIEGOCOSANTEECT	5.00	County Assessor Recording Documents.
				699.73	
20230601	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	91.58	Salute to Excellence supplies.
20230601	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 3256	38.77	Miscellaneous meeting supplies.
20230602	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	PARTY CITY 441	31.03	Miscellaneous meeting supplies.
20230604	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AMAZON.COM*509P56OZ3	180.76	Purchase of miscellaneous meeting supplies.
20230606	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	OFFICE DEPOT #934	20.80	Purchase of miscellaneous meeting supplies.
20230607	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALS SPORT SHOP	58.12	PLT name badges.
20230607	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	MICHAELS STORES 3256	4.12	Miscellaneous meeting supplies.
20230607	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SANTEE LAKES RECREATIO	266.00	Safety Patrol Luncheon expenses.
20230608	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BOARD AND BREW - SANTE	146.38	Miscellaneous meeting supplies.
20230608	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	12.08	Miscellaneous Board meeting supplies.
20230609	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SANTEE LAKES RECREATIO	(32.00)	Safety Patrol Luncheon reimbursement.
20230609	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SANTEE LAKES RECREATIO	(102.50)	Safety Patrol Luncheon reimbursement.
20230616	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AMZN MKTP US*7W81S3AE3	5.27	Miscellaneous office supplies.
20230622	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	11.98	Board meeting supplies.
20230622	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BOARD AND BREW - SANTE	148.04	Board meeting supplies.
20230628	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	TST* ANTICA TRATTORIA	671.62	Miscellaneous meeting expenses.
20230629	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CASA DE PICO	183.38	Miscellaneous meeting expenses.
				1,735.43	
20230601	BAUTISTA,STEFANIE M	OST PROGRAMS	FOOD4LESS #0349	10.47	Project SAFE snacks.
20230601	BAUTISTA,STEFANIE M	OST PROGRAMS	WAL-MART #1917	120.18	Project SAFE snacks.
20230602	BAUTISTA,STEFANIE M	OST PROGRAMS	AMZN MKTP US*JP8ZQ7Y73	35.54	Project SAFE classroom supplies: gold medals.
20230607	BAUTISTA,STEFANIE M	OST PROGRAMS	WAL-MART #1917	94.62	Project SAFE classroom supplies: board games.
20230608	BAUTISTA,STEFANIE M	OST PROGRAMS	SD ZOO ADMISSIONS	30.00	Project SAFE field trip.
20230611	BAUTISTA,STEFANIE M	OST PROGRAMS	PARTY CITY 441	4.85	ELOP classroom supplies.
20230611	BAUTISTA,STEFANIE M	OST PROGRAMS	TARGET 00014852	40.13	ELOP classroom supplies.
20230613	BAUTISTA,STEFANIE M	OST PROGRAMS	WAL-MART #1917	33.79	Project SAFE snacks.
20230616	BAUTISTA,STEFANIE M	OST PROGRAMS	WAL-MART #1917	260.82	Project SAFE summer camp supplies.
20230616	BAUTISTA,STEFANIE M	OST PROGRAMS	#04 LAKESHORE LEARNING	186.34	Project SAFE classroom supplies.
20230618	BAUTISTA,STEFANIE M	OST PROGRAMS	BATH AND BODY WORKS 50	39.33	Project SAFE staff appreciation supplies.
20230618	BAUTISTA,STEFANIE M	OST PROGRAMS	CHIPOTLE ONLINE	13.04	Project SAFE staff appreciation event food.
20230625	BAUTISTA,STEFANIE M	OST PROGRAMS	MARY'S DONUTS	43.97	Project SAFE snacks.
				913.08	
20230611	BENEDETTO,LINDSAY	CHET F. HARRITT	DLR PARKING	30.00	8th grade end of the year trip parking.
20230616	BENEDETTO,LINDSAY	CHET F. HARRITT	THE HOME DEPOT #0673	21.51	Asphalt paint.
20230616	BENEDETTO,LINDSAY	CHET F. HARRITT	IKEA 437665871	107.74	Office furniture.
				159.25	
20230609	BONSER,KRISTEN	PRIDE ACADEMY	SP QUICKPLAY USA	864.90	Soccer instructional units for outdoor education.
20230609	BONSER,KRISTEN	PRIDE ACADEMY	TRADER JOE S #021	32.36	Flowers for eight grade gift.
20230611	BONSER,KRISTEN	PRIDE ACADEMY	AMZN MKTP US*SZ4TK7AN3	37.70	Supplies for eight grade promotion.
				934.96	
20230602	BORDEN,STEPHANIE	EDUCATIONAL SERVICES	ECCENTRIC INTERNATIONA	96.00	Supplies for Asst Superintendent meeting.
20230608	BORDEN,STEPHANIE	EDUCATIONAL SERVICES	LAKESHORE LEARNING MAT	357.33	Summer Academy supplies - Word Building Tiles.
20230611	BORDEN,STEPHANIE	EDUCATIONAL SERVICES	SLICE*GIANTBRONXPIZZA	206.14	Supplies for Summer Academy Professional Development.
				659.47	
20230602	BORTS,KATHERINE	HUMAN RESOURCES	ALS SPORT SHOP	19.37	Employee name badge.
				19.37	
20230601	BRADBURY,SUMMER	PEPPER DRIVE	HOBBY-LOBBY #658	107.06	Materials for dance performance (Spring Festival).
20230606	BRADBURY,SUMMER	PEPPER DRIVE	AMZN MKTP US*FZ1SL9DD3	22.62	Magnetic letters for Literacy Centers UFLY.
20230607	BRADBURY,SUMMER	PEPPER DRIVE	VENTRIS LEARNING	602.00	UFLY Supplemental Reading Curriculum Tes.
20230613	BRADBURY,SUMMER	PEPPER DRIVE	SMART AND FINAL 929	95.22	Popcorn and juice for meeting.
20230616	BRADBURY,SUMMER	PEPPER DRIVE	DOLLAR TREE, INC.	258.60	Cookie sheets for magnetic tile Reading Center UFLY Supplemental Reading.
20230616	BRADBURY,SUMMER	PEPPER DRIVE	AMZN MKTP US*C03399D63	100.17	Cardstock for UFLY Supplemental Reading program.
20230616	BRADBURY,SUMMER	PEPPER DRIVE	TEACHERSPAYTEACHERS.CO	28.00	Sound Wall materials for UFLY Supplemental reading curriculum.
				1,213.67	
20230602	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	AUDIBLE*AQ1GT4BE3	14.95	Professional Development material.
				14.95	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20230604	DOWNING,BRIENNE	SPECIAL EDUCATION	SP MHS: MULTI HEALTH	235.00	Protocols.
20230604	DOWNING,BRIENNE	SPECIAL EDUCATION	WESTERN PSYCHOLOGICAL	74.00	Protocols.
20230604	DOWNING,BRIENNE	SPECIAL EDUCATION	SP MHS: MULTI HEALTH	47.50	Protocols.
20230604	DOWNING,BRIENNE	SPECIAL EDUCATION	SP MHS: MULTI HEALTH	207.00	Protocols.
20230604	DOWNING,BRIENNE	SPECIAL EDUCATION	AWL*PEARSON EDUCATION	29.30	Protocols.
20230605	DOWNING,BRIENNE	SPECIAL EDUCATION	AMZN MKTP US*SM8PS24P3	54.24	Item for OT.
20230605	DOWNING,BRIENNE	SPECIAL EDUCATION	AMZN MKTP US*J56H062S3	17.20	Item for OT.
20230606	DOWNING,BRIENNE	SPECIAL EDUCATION	AMZN MKTP US*IP3PK6043	43.03	Item for OT.
20230607	DOWNING,BRIENNE	SPECIAL EDUCATION	AMZN MKTP US*G52996003	58.19	Items for ESY.
20230607	DOWNING,BRIENNE	SPECIAL EDUCATION	WESTERN PSYCHOLOGICAL	15.00	Protocols.
				780.46	
20230604	FARREN,MONICA	HILL CREEK	AMZN MKTP US*227HZ2VP3	63.99	Money counter for reconciliation.
20230604	FARREN,MONICA	HILL CREEK	AMZN MKTP US*3E2VH9L23	9.69	Office supplies.
20230604	FARREN,MONICA	HILL CREEK	AMZN MKTP US*EK6EN5323	21.54	Money counter for reconciliation.
20230611	FARREN,MONICA	HILL CREEK	SMART AND FINAL 929	200.26	8th grade luncheon supplies.
20230612	FARREN,MONICA	HILL CREEK	AMZN MKTP US	(63.99)	Return for undelivered item.
20230613	FARREN,MONICA	HILL CREEK	AMZN MKTP US*D33LS6GM3	269.36	Outdoor speaker for PE.
20230616	FARREN,MONICA	HILL CREEK	APPLE.COM/BILL	10.99	Music subscription.
20230618	FARREN,MONICA	HILL CREEK	AMZN MKTP US*S65HC7EL3	17.91	Instructional supplies.
20230619	FARREN,MONICA	HILL CREEK	WALMART.COM 8009666546	92.53	Accidental personal purchase. Will reimburse the district.
				622.28	
20230602	FLAMION,AMANDA	CHILD NUTRITION	VONS #1897	25.96	Gluten free food.
20230606	FLAMION,AMANDA	CHILD NUTRITION	NTLREST SERVSAFE	179.00	ServSafe course for A. Flamion
20230611	FLAMION,AMANDA	CHILD NUTRITION	TARGET 00014852	73.08	Special diet food.
20230611	FLAMION,AMANDA	CHILD NUTRITION	VONS #1897	300.63	Special diet food.
20230611	FLAMION,AMANDA	CHILD NUTRITION	SMART AND FINAL 929	344.86	Special diet food.
				923.53	
20230602	FORSTER,CHASITY	HILL CREEK	THE HOME DEPOT #0673	30.17	Garden supplies.
20230608	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*MR6C13M43	22.50	8th grade Luncheon supplies.
20230609	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*TP8GV1293	41.99	8th grade Luncheon supplies.
20230611	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*TL1240IN3	57.10	8th grade luncheon supplies.
20230611	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*650KH0VO3	50.05	Toner.
20230611	FORSTER,CHASITY	HILL CREEK	WALMART.COM	128.91	Outdoor education supplies.
20230611	FORSTER,CHASITY	HILL CREEK	ETSY.COM - FABULIZZDES	288.77	Door decals.
20230611	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*IS7MX1CY3	74.34	Toner.
20230612	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US*M33Q003E3	59.14	Outdoor education supplies.
20230613	FORSTER,CHASITY	HILL CREEK	ALBERTSONS #2783	12.99	Student incentives.
20230614	FORSTER,CHASITY	HILL CREEK	PARTY CITY 441	18.32	8th grade graduation supplies.
20230618	FORSTER,CHASITY	HILL CREEK	AMZN MKTP US AMZN.COM/	(17.78)	Returned items.
20230620	FORSTER,CHASITY	HILL CREEK	AMAZON.COM*6V8WW43Y3	12.60	Professional Development books.
20230620	FORSTER,CHASITY	HILL CREEK	AMAZON.COM*YF49D2Y83	25.47	Professional Development books.
				804.57	
20230607	GREEN,CHRISHAUN	OST PROGRAMS	AMAZON.COM*Q02EO5903 A	85.91	Project SAFE office supplies.
20230608	GREEN,CHRISHAUN	OST PROGRAMS	BEKKERS CATERING	2,014.60	Food for staff appreciation event.
20230609	GREEN,CHRISHAUN	OST PROGRAMS	SQ *SANDBOX VR MISSION	825.00	Project SAFE Specialty camp field trip.
20230611	GREEN,CHRISHAUN	OST PROGRAMS	SANTEE LAKES RECREATIO	165.00	Parking for staff appreciation event.
20230613	GREEN,CHRISHAUN	OST PROGRAMS	SMART AND FINAL 929	252.47	Food for staff professional development.
20230615	GREEN,CHRISHAUN	OST PROGRAMS	TRIVIAMAKER APP	19.00	Trivia Maker subscription for Project SAFE.
20230618	GREEN,CHRISHAUN	OST PROGRAMS	TST* JAMBA JUICE - 051	100.00	Staff appreciation awards.
20230620	GREEN,CHRISHAUN	OST PROGRAMS	SANTEE LAKES RECREATIO	(208.40)	Refund of deposit for staff appreciation event.
20230628	GREEN,CHRISHAUN	OST PROGRAMS	SANTEE LAKES RECREATIO	130.00	Project SAFE Summer Camp field trip to Santee Lakes Splash Pad: parking and wristbands.
20230630	GREEN,CHRISHAUN	OST PROGRAMS	WAL-MART #1917	64.61	Coolers for summer camp.
				3,448.19	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20230606	HALE,DAVINA	OST PROGRAMS	AMZN MKTP US*779049Q43	21.64	Certificate holders for Project SAFE.
20230608	HALE,DAVINA	OST PROGRAMS	AMZN MKTP US*FH2Z85663	45.44	YALE office supplies.
20230608	HALE,DAVINA	OST PROGRAMS	AMZN MKTP US*OF1PH25I3	24.89	YALE office supplies.
20230609	HALE,DAVINA	OST PROGRAMS	DOLLARTREE	14.92	Project SAFE classroom supplies.
20230609	HALE,DAVINA	OST PROGRAMS	SMART AND FINAL 929	103.28	YALE snacks.
20230609	HALE,DAVINA	OST PROGRAMS	AMZN MKTP US*O16VF8JL3	15.59	YALE office supplies.
20230609	HALE,DAVINA	OST PROGRAMS	WAL-MART #1917	21.47	Project SAFE classroom supplies.
20230611	HALE,DAVINA	OST PROGRAMS	DOLLARTREE	4.04	YALE classroom supplies.
20230611	HALE,DAVINA	OST PROGRAMS	SARINA ACCESSORIES IMP	90.18	Project SAFE Summer Camp supplies.
20230611	HALE,DAVINA	OST PROGRAMS	SMART AND FINAL 929	2.69	YALE snacks.
20230611	HALE,DAVINA	OST PROGRAMS	AMZN MKTP US*WJ2Y293D3	142.79	Project SAFE First Aid supplies.
20230611	HALE,DAVINA	OST PROGRAMS	AMZN MKTP US*JK9DX5RG3	47.10	Project SAFE camp supplies.
20230616	HALE,DAVINA	OST PROGRAMS	TARGET 00014852	129.72	Staff Appreciation event supplies.
20230618	HALE,DAVINA	OST PROGRAMS	TARGET 00014852	75.43	Staff Appreciation event supplies.
20230618	HALE,DAVINA	OST PROGRAMS	7-ELEVEN 36659	27.57	Staff Appreciation event supplies.
20230618	HALE,DAVINA	OST PROGRAMS	TARGET 00014852	200.00	Staff Appreciation event supplies.
20230622	HALE,DAVINA	OST PROGRAMS	GROSSMONT CINEMA	324.00	Project Safe field trip movie tickets.
20230622	HALE,DAVINA	OST PROGRAMS	GROSSMONT CINEMA	306.00	Project SAFE summer camp field trip snacks.
20230625	HALE,DAVINA	OST PROGRAMS	AMZN MKTP US*SF5UY6TK3	37.87	Project Safe summer camp supplies.
20230625	HALE,DAVINA	OST PROGRAMS	AMZN MKTP US*516WC3T23	65.97	Project Safe summer camp supplies.
20230627	HALE,DAVINA	OST PROGRAMS	WALMART.COM 8009666546	101.89	Summer camp supplies - sunscreen.
				1,802.48	
20230601	HICKS,TYLENE	SYCAMORE CANYON	AMZN MKTP US*031L098Y3	12.92	Water Beads - Mini Grant Recipient-Suzy Hernandez (Shared Receipt).
20230601	HICKS,TYLENE	SYCAMORE CANYON	AMZN MKTP US*TV9ZX7JW3	127.69	Ink Pads, Magnetic Wands, Counters, Puzzles - Mini Grant Recipient-Suzy Hernandez (Shared Receipt#2).
20230601	HICKS,TYLENE	SYCAMORE CANYON	AMZN MKTP US*E45GZ3O83	8.61	Colored Dot Stickers - Mini Grant Recipient-Suzy Hernandez.
20230601	HICKS,TYLENE	SYCAMORE CANYON	WEST MUSIC CATALOG	156.80	Musical Instruments - Mini Grant Recipient- Rebecca Cress.
20230601	HICKS,TYLENE	SYCAMORE CANYON	AMZN MKTP US*OH0801QW3	23.69	Scoops and Tweezers - Mini Grant Recipient-Suzy Hernandez (Shared Receipt#2).
20230602	HICKS,TYLENE	SYCAMORE CANYON	AMZN MKTP US*1Z3000XZ3	10.76	Kinetic Sand - Mini Grant Recipient-Suzy Hernandez.
20230602	HICKS,TYLENE	SYCAMORE CANYON	AMZN MKTP US*K49CE1NJ3	14.00	Magnetic Dots - Mini Grant Recipient-Suzy Hernandez.
20230604	HICKS,TYLENE	SYCAMORE CANYON	ALS SPORT SHOP	450.40	6th grade T-Shirts.
20230604	HICKS,TYLENE	SYCAMORE CANYON	ALS SPORT SHOP	10.76	6th grade Perpetual Plaque Engraving.
20230608	HICKS,TYLENE	SYCAMORE CANYON	LAKESHORE LEARNING MAT	190.28	Preschool Learning Activities - Mini Grant Recipient-Jessica O'Connor.
20230609	HICKS,TYLENE	SYCAMORE CANYON	LOWES #01661*	350.02	Shelves, containers, pens for stage storage and marking.
20230609	HICKS,TYLENE	SYCAMORE CANYON	WAL-MART #1917	22.92	Two-gallon Ziplock bags for iPad collection.
20230611	HICKS,TYLENE	SYCAMORE CANYON	GIANT PIZZA KING #10	66.08	Pizza for students who earned Pizza with the Principal.
20230611	HICKS,TYLENE	SYCAMORE CANYON	AMZN MKTP US*8H0SE7VT3	17.23	Table cloth for promotion table.
				1,462.16	
20230604	HOHIMER,KAREN	CAJON PARK	LAKESIDE EXPRESS LAUND	47.76	Laundry service for tablecloths from Falcon PROUD luncheon.
20230604	HOHIMER,KAREN	CAJON PARK	EINSTEIN BROS ECOM #99	60.46	Volunteer Appreciation breakfast.
20230606	HOHIMER,KAREN	CAJON PARK	KNOTT'S BERRY FARM ONL	60.99	Parking for Knott's Berry Farm.
20230612	HOHIMER,KAREN	CAJON PARK	LAKESIDE EXPRESS LAUND	280.56	Laundry services for tablecloths from 8th grade Dinner/Dance, PE clothes.
				449.77	
20230601	HOOKS,TED A	CHET F. HARRITT	LOWES #00907*	568.92	STEAM storage.
20230604	HOOKS,TED A	CHET F. HARRITT	SMART AND FINAL 355	80.14	Awards Assembly supplies.
20230606	HOOKS,TED A	CHET F. HARRITT	BLT*INTL E-Z UP	508.15	Outdoor Learning materials.
20230609	HOOKS,TED A	CHET F. HARRITT	AMZN MKTP US*8A4K64L03	43.08	Promotion supplies.
20230609	HOOKS,TED A	CHET F. HARRITT	AMZN MKTP US*S71DP0EO3	177.70	Promotion supplies.
20230611	HOOKS,TED A	CHET F. HARRITT	RALPHS #0220	31.44	Fundraiser prize.
20230616	HOOKS,TED A	CHET F. HARRITT	SAN DIEGO JR THEATRE	243.00	Field trip reservation for 23-24.
20230623	HOOKS,TED A	CHET F. HARRITT	LIVING COAST DISCOVERY	500.00	Professional Development (Welcome Back) reservation.
				2,152.43	
20230602	HORNER,NATHAN L	PEPPER DRIVE	SEAWORLD-SAN DIEGO	2,664.59	Tickets for 8th grade trip to SeaWorld.
20230611	HORNER,NATHAN L	PEPPER DRIVE	KNOTT'S BERRY FARM ONL	65.99	Knott's Berry Farm parking for 8th grade trip. Includes parking for bus and one car.
20230618	HORNER,NATHAN L	PEPPER DRIVE	WORLDSTRIDES SPECIALTY	(851.00)	8th grade trip to Knott's Berry Farm, purchases through Worldstrides.
				1,879.58	
20230607	JOHNSTON,ANDREW	CAJON PARK	THE HOME DEPOT #0673	159.69	Office supplies.
20230614	JOHNSTON,ANDREW	CAJON PARK	THE HOME DEPOT #8949	63.44	Promotion supplies.
				223.13	
20230608	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*KF99C3KH3	28.88	Charger.
20230609	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*NX0PQ4Y23	22.62	Memory.
20230613	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	UDEMY: ONLINE COURSES	4,680.00	Training.
20230625	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	83.92	Supplies for Apple TV installation.
				4,815.42	
20230601	MINUTELLI,DAWN	EDUCATIONAL SERVICES	LAKESHORE LEARNING MAT	668.99	Summer Academy supplies - Word Building Tiles.
20230607	MINUTELLI,DAWN	EDUCATIONAL SERVICES	AMAZON.COM*ER33J8HF3	292.50	The Important Book: Summer Academy Professional Development
				961.49	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20230602	OGDEN,LINDSAY	PRIDE ACADEMY	SEAWORLD	1,949.70	Admission fees for Sea World field trip.
20230605	OGDEN,LINDSAY	PRIDE ACADEMY	AMZN MKTP US	(9.69)	Supplies for volunteer breakfast.
20230605	OGDEN,LINDSAY	PRIDE ACADEMY	AMZN MKTP US	(12.92)	Supplies for volunteer breakfast.
20230609	OGDEN,LINDSAY	PRIDE ACADEMY	SP QUICKPLAY USA	293.55	Soccer instructional unit for outdoor education.
20230611	OGDEN,LINDSAY	PRIDE ACADEMY	THE HOME DEPOT #0673	364.20	Storage supplies for organization.
				<u>2,584.84</u>	
20230613	OLANDER,MICHAEL	PUPIL SERVICES	AMAZON.COM*LH7P39JQ3	260.15	Carrie classroom supplies.
				<u>260.15</u>	
20230604	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*TH0NZ8XK3	86.15	Supplies for Counselors.
20230605	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*GN9IG7QV3	103.36	Supplies for Counselors.
20230605	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*388WA4DS3	1,381.64	Supplies for Counselors.
20230608	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US	(42.00)	Supplies for Counselors - Returned.
20230608	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	ASS CAL SCH ADMIN	1,395.00	Curriculum and Instructional Leaders Academy for Dr. Paisley.
20230608	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US	(64.60)	Supplies for Counselors - Returned.
20230608	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US	(28.00)	Supplies for Counselors - Returned.
				<u>2,831.55</u>	
20230604	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	POWTOON LTD	240.00	Powtoon software subscription.
				<u>240.00</u>	
20230615	RAMIREZ,AMANDA	CARLTON HILLS	DLR PARKING	30.00	Disneyland parking - 8th grade field trip.
				<u>30.00</u>	
20230612	REYNOSO,JOSE	FACILITIES, MAINTENANCE & OPERATIONS	APPLE STORE #R285	95.85	Cell phone case and shatter glass protector for new I-phone.
20230627	REYNOSO,JOSE	FACILITIES, MAINTENANCE & OPERATIONS	TENNANT COMPANY	21.34	Parts for auto-scrubber at Pepper Drive School.
				<u>117.19</u>	
20230611	RICHARD,NONA	CARLTON OAKS	AMAZON.COM*LG7F37PL3 A	72.10	Disinfectant products.
20230611	RICHARD,NONA	CARLTON OAKS	AMAZON.COM*G26Q118D3	64.52	Disinfectant products.
20230611	RICHARD,NONA	CARLTON OAKS	AMZN MKTP US*UD7RR85F3	32.31	Pavement stencils.
20230611	RICHARD,NONA	CARLTON OAKS	AMAZON.COM*F07071OJ3	11.30	Office supplies.
20230621	RICHARD,NONA	CARLTON OAKS	AMAZON.COM AMZN.COM/BI	(32.26)	Return hooks for student lanyards.
20230621	RICHARD,NONA	CARLTON OAKS	AMAZON.COM	(33.75)	Returned Student Social Emotional Learning supplies.
20230628	RICHARD,NONA	CARLTON OAKS	JOANN STORES #1843	110.68	Split - Fabric for spirit headbands (50%)
20230628	RICHARD,NONA	CARLTON OAKS	JOANN STORES #1843	110.67	Split - Fabric for spirit headbands (50%)
				<u>335.57</u>	
20230602	SOUTHCOTT,STEPHANIE	RIO SECO	SANTEE LAKES RECREATIO	294.00	3rd grade field trip to Santee Lakes.
20230602	SOUTHCOTT,STEPHANIE	RIO SECO	SANTEE LAKES RECREATIO	98.00	3rd grade field trip to Santee Lakes.
				<u>392.00</u>	
20230602	STARKEY,MARK	INFORMATION TECHNOLOGY	AMZN MKTP US*UL64T5F33	29.08	Case for AAC standard iPad.
				<u>29.08</u>	
20230613	TOMLINSON,ANGELA	COMMUNITY COLLABORATIVE	AMZN MKTP US*DF58S4NA3	384.54	Binders for counselors - TUPE.
				<u>384.54</u>	
				<u><u>33,880.32</u></u>	

Consent Item D.3.1.

Ratification of Nonpublic School Master Contract with The Winston School for Nonpublic School Services

Prepared by Dr. Lisa Paisley
August 1, 2023

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 remainder of the 2022-23 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 June 28, 2023 through June 30, 2023. 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	6/28/23-6/30/23 (3 Days)	\$203.22	\$609.66

TOTAL: \$609.66

STUDENT ACHIEVEMENT:

Some students require alternative settings to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Consent Item D.3.2.

Ratification of Nonpublic School Master Contract with Community School of San Diego for Nonpublic School Services

Prepared by Dr. Lisa Paisley
August 1, 2023

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 Community School of San Diego for the 2023-24 school year to address the student’s unique needs.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic School Master Contract with Community School of San Diego for one student for the period of July 1, 2023 through June 30, 2024. 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
Community School of San Diego	1 student	7/1/23-6/30/24 (215 Days) including ESY & Intensive Individual Services	\$392.88	\$84,469.20
		Bus Pass	\$276.00	\$276.00

TOTAL: \$84,745.20

STUDENT ACHIEVEMENT:

Some students require alternative settings to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.2.

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. Conerly, Christina	Chet F. Harritt	Vice Principal MGT 01 #10323601	\$0.00	\$106,151.00	07-01-23

B. Temporary Rehires:

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

C. Change of Status/Location:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Allen, Luke	Educational Resource Center to <i>Carlton Oaks</i>	Administrative Intern VI-12 #30002383 to <i>Vice Principal MGT 01 #10323608</i>	\$97,819.00	<i>\$106,151.00</i>	07-01-23
2. Bittle, Courtney	Educational Resource Center to <i>Cajon Park and Sycamore Canyon</i>	Administrative Intern VI-12 #30009122 to <i>Vice Principal MGT 01 #30023170</i>	\$97,819.00	<i>\$106,151.00</i>	07-01-23
3. Murphy, Gretchen	Carlton Oaks to <i>PRIDE Academy</i>	Vice Principal MGT 06 #10323603	\$135,479.00	<i>\$135,479.00</i>	07-01-23
4. Ogden, Lindsay	PRIDE Academy to <i>Rio Seco</i>	Vice Principal MGT 04 #30001805	\$122,884.00	<i>\$122,884.00</i>	07-01-23

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date
1. Chuang, Erin	Sycamore Canyon	VI-13	Resignation	07-31-23
2. Roque, Monica	Hill Creek	V-12	Resignation	06-14-23
3. Trafton, Erica	Hill Creek	IV-13	Resignation	06-14-23

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Appointments:

I. Rehires:

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

J. Change of Status/Location:

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

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Brown, Marlana	Rio Seco	Instructional Assistant Special Education II	Resignation	06-14-23
2. Meyer, Rosalie	Sycamore Canyon	Campus Aide	Resignation	06-14-23
3. Staton, Jesseka	Rio Seco	ELP Enrichment Leader	Resignation	08-07-23

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.

Consent Item D.4.2.
Prepared by Tim Larson
August 1, 2023

Approval to Accept Tobacco Use
Prevention Education (TUPE) Consortium
Grant with San Diego County Office of
Education and Other Districts for Sixth,
Seventh, and Eighth Grade Students

BACKGROUND:

The Tobacco Use Prevention Education (TUPE) Grant is offered by the California Department of Education to promote tobacco free school campuses for 6th through 12th grade students. This grant's purpose is to give students the knowledge and skills they need to live tobacco free life. The funds provide tobacco-use prevention, intervention, youth development and cessation programs only.

The TUPE Consortium Grant was awarded to the San Diego County Office of Education with Santee as a partner district. Other consortium member districts include: South Bay Union Elementary, Cajon Valley Union, Coronado Unified, Escondido Union, Escondido Union High, Fallbrook Union Elementary, Fallbrook Union High, Grossmont Union High, La Mesa-Spring Valley, Lemon Grove, Mountain Empire Unified, Carlsbad Unified, and Santee School District. The service agreement for the TUPE grant is attached.

Each district receives \$17.26 per student in 6th-12th grade with 5% per student going to SDCOE for project administration and reports. Santee School District would receive \$105,941 over three years of services (\$35,313 per year) for a district-wide tobacco prevention program designed to provide a comprehensive strategy to reduce use of tobacco by youth.

Below are the components of the Consortium TUPE Project for Santee School District:

- **Evidence Based Curriculum** – TUPE requires that we continue to offer an evidence-based curriculum, Stanford Tobacco Toolkit in one grade 7th and 8th grades is recommended. Each school will receive funds to provide training and support for the teachers at their site. Intervention activities include Stanford Healthy Futures and Brief Intervention as well as cessation services through Kickit CA, or other community resources.
- **Student Services Focus (60%)** – 60% of funds must be spent on Student Services. 15% of those funds must be spent on priority populations such as foster and homeless youth and students in non-traditional school settings. The coordinator prevention and intervention services are considered part of the student service focus.
- **Youth Development** – After school leadership groups for middle school students with a prevention focus will be available at schools with a certificated staff person at those sites receiving a stipend for conducting the tobacco prevention leadership groups. These leadership groups will partner with Club Live to train students and teachers on prevention strategies and youth leadership.

- **Family and Community Engagement** – Resources for families about tobacco and vaping will be provided at each school site with an optional parenting classes and parent forums taught for families that highlights how to recognize use, the dangers associated with vaping, information about the latest tobacco products and their ease of access.
- **California Healthy Kids Survey** – Santee must participate in the California Healthy Kids Survey Core Modules. TUPE will pay the cost of that survey and the district and site reports.

RECOMMENDATION:

It is recommended that the Board of Education accept TUPE Consortium Grant funds to provide tobacco and vaping prevention education programs on all school campuses.

This recommendation supports the following District goals:

- Provides social, emotional and health service programs to foster student character and personal well-being.
- Provides a safe and engaging environment that promotes creativity, innovation and personalized learning.

FISCAL IMPACT:

This grant provides \$105,941 over three years to pay for staffing for this program, and the program includes a .05 FTE coordinator and various additional funds to support school sites.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

Services Agreement

This Agreement, for the provision of services is entered into this 1st day of July 2023 by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and Santee School District (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.

This Agreement shall be effective from the period commencing July 1, 2023 and ending June 30, 2024, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement. |

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

The SDCOE will compensate Contractor not to exceed Thirty-five thousand three hundred fourteen dollars. (\$35,314). Contractor understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. Contractor will invoice SDCOE monthly for services that have been completed in the previous month.

Contractor may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved as listed in Exhibit A or by the SDCOE

contract designee via written amendment to this agreement. Expense reimbursement requests require receipts and will not be reimbursed without accompanying receipts.

Contractor is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

SDCOE shall pay for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment. In no event shall Contractor submit an invoice for an amount in excess of the maximum amount of compensation provided above either for a task or the entire Agreement, unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. Contractor's Insurance.

The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability

Bodily Injury and	\$1,000,000
Comprehensive form - Property Damage	Amount
Products/Completed	
Operations	

Auto Liability

Bodily Injury and	\$100,000/\$300,000
Comprehensive form - Property Damage	Amount
Owned, Non-owned Hired Combined	

The Contractor shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.

The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of

Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the SDCOE the following certificate:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement.”

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor’s employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. Pupil Safety/School Safety Act.

Contractor shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the “Pupil Safety Provisions” below certifying the level of contact that Contractor is expected to have with SDCOE’S pupils.

The SDCOE has determined that greater than limited contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Contractor has contact with pupils.

The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Jim Crittenden, Coordinator

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor’s obligations under this Section apply whether or not there is concurrent negligence on SDCOE’s part, but to the extent required by law, excluding liability due to SDCOE’s conduct. SDCOE shall have the right to select its legal counsel at Contractor’s expense, subject to Contractor’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

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

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Tracy Schmidt, Director
6401 Linda Vista Rd
San Diego, CA 92111
858 292-6750
tracy.schmidt@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor: David MacLeod, Assistant Superintendent, Human Resources & Pupil Services
9625 Cuyamaca Street
Santee, CA 92071
619 258-2308
David.MacLeod@santeesd.net

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an

employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Entire Agreement.

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

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

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

SANTEE SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

David MacLeod
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Asst. Superintendent, HR & Pupil Services
Title

Date

August 1, 2023
Date

EXHIBIT A SPECIAL PROVISIONS

A. Scope of Services.

- Identify a District level TUPE Project Coordinator responsible for the overall coordination and documentation of project activities.
- Attend a minimum of four meetings a year with the County TUPE Coordinator to monitor the implementation of the grant.
- Monitor and enforce district tobacco free policies.
- Attend CHKS Administration and Results training.
- Identify staff to implement all TUPE activities and ensure staff attend required training.
- Track attendance in TUPE activities and provide information and reports to the County TUPE Coordinator as necessary.
- Implement the 6 lesson Stanford You and Me, Vape Free curriculum at all schools in at least one grade (grades 6 – 10 relevant to your district).
- Implement intervention programs for all students violating the district tobacco free policy. Intervention programs include Stanford’s Healthy Futures curriculum and Brief Intervention. Individual and group counseling can also serve as an intervention program.
- Refer all students in intervention programs to cessation services including Kickit CA, or local agencies providing cessation services.
- Implement youth development/engagement activities, such as Friday Night Live/Club Live, at all schools.
- Coordinate family and community engagement activities such as community forums and parent education nights.
- Administer the core module of the California Healthy Kids Survey in grades 5 or 6, and 7, 9, and 11, relevant to your district.

EXHIBIT B
COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education (“SDCOE”) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail. |

Consent Item D.4.3.
Prepared by Tim Larson
August 1, 2023

Approval of Santee Community
Collaborative’s Reinvestment Plan for the
Use of LEA Medi-Cal Reimbursement
Funds for the 2023-2024 School Year

BACKGROUND:

The Santee Community Collaborative’s mission is to promote a healthier, more proactive community that builds resilient children and families.

The Santee School District participates in the LEA Medi-Cal Reimbursement Program. School districts participating in the program are required to annually approve a budget for the reinvestment of the funds received through the billing and reimbursement process. The law also requires that the local community collaborative develop and recommend a budget to the governing board for consideration.

On June 28, 2023, Santee Community Collaborative approved the attached budget. The majority of the proposed budget will fund the Collaborative Director.

RECOMMENDATION:

It is recommended that the Board of Education approve the Santee Community Collaborative’s reinvestment plan for use of LEA Medi-Cal Reimbursement funds for the 2023-2024 school year.

FISCAL IMPACT:

The attached Santee Community Collaborative Reinvestment Plan outlines how LEA Medi-Cal funding will be expended for the 2023-24 school year.

STUDENT ACHIEVEMENT:

Support services may provide a greater potential for student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

**Santee Community Collaborative
LEA Budget**

2023-24	
Total Available	\$ 150,000.00
Income from LEA Medi-cal	\$ 150,000.00
Total Budgeted from LEA Medi-Cal	\$ 150,000.00
Personnel	
Director, Community Collaborative Salary and Fringe	\$ 126,598.00
Supplies (office, meeting, activities, and printing)	\$ 3,260.00
Travel and Conference	\$ 4,000.00
Agreements for Medi-Cal Billing 12%	\$ 9,000.00
Indirect Cost 4.76% for this year set by CDE	\$ 7,142.00

Item E. DISCUSSION AND/OR ACTION ITEMS

Agenda Item E.

BACKGROUND:

On July 13th and 14th, 2023, the District received 15-Day letters from the Office of Public School Construction (OPSC) regarding modernization at Chet F. Harritt School, PRIDE Academy at Prospect Avenue, Pepper Drive School, and Sycamore Canyon School. These projects have been on the waitlist for five or more years. Since Administration and the Director of Facilities were not here for the submission of the project applications, the District is asking to contract with Christina Becker, the former Director of Facilities who originally submitted these applications. Items due to the California Department of Education (CDE) and OPSC include amended Eligibility Determination forms (50-03), amended Application for Funding forms (50-04), CTE exemption letters, and amended CDE approval letters. In addition to assisting Administration in drafting appeal letters to the State Allocation Board regarding the new construction of the Learning Resource Centers at Chet F. Harritt School, PRIDE Academy at Prospect Avenue, and Sycamore Canyon School.

RECOMMENDATION:

It is recommended that the Board approve the contract with Christina Becker for consultation on the Office of Public School Construction modernization projects as well as the appeals for new construction.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The fiscal impact is not to exceed \$30,000 from Developer Fees.

STUDENT ACHIEVEMENT IMPACT:

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

**AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SANTEE SCHOOL DISTRICT
AND
CHRISTINA BECKER**

1. Parties and Date.

This Agreement ("Agreement") is made as of the final signature hereto, by and between **SANTEE SCHOOL DISTRICT** ("DISTRICT") and **CHRISTINA BECKER** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of DISTRICT.

2.2 **Project.** DISTRICT desires to engage Consultant to render its services for providing as-needed consulting services in support of the district's capital facility and maintenance programs (the "**Project**").

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term and Maximum Fee.** The term of this Agreement shall be from the date of final signature hereto and shall expire **June 30, 2025**. The maximum fees allowed for this contract is **\$30,000**. The Parties may mutually agree to extend this term and maximum value only by written and board approved amendment.

3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of DISTRICT. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) INSURANCE: Consultant, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- i. Commercial General Liability Insurance, not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ii. Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement as applicable.

- iii. Consultant hereby agrees to only drive onto sites and park in public parking as any member of the public is allowed to do, and in no case shall Consultant use their vehicle for other than their personal use in the performance of this work.

(1) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(ii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(iv) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(j) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(k) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Invoicing and Payment Terms. Consultant shall furnish DISTRICT with an invoice on no more than a monthly basis reflecting hourly services performed and expenses if authorized in advance. The invoice shall detail the services provided aligned with the scope of work and proposal details and as per Fee Schedule attached and incorporated herewith as Exhibit B. Consultant agrees to identify the specific site or construction project name when applicable and associated hours. Payment shall be net thirty (30) days from the date services were received and accepted, or the date of the invoice, whichever is later..

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 Maintenance of Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. DISTRICT may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to

DISTRICT, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, DISTRICT may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Christina Becker
6112 Dehesa Rd.
El Cajon, CA 92019
CBECKERSCHOOLPLANNING@GMAIL.COM
619-219-4972

DISTRICT:

SANTEE SCHOOL DISTRICT
9625 Cuyamaca St
Santee CA 92071
Attn: Dr. Marcia Hamilton

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the DISTRICT, except that Consultant shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk and provided that Consultant shall

be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) Indemnification.

(i) Indemnity by Consultant. Consultant shall defend DISTRICT against any third-party claims arising out of (i) Consultant's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Consultant of this Agreement, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Consultant. Consultant may settle, at its sole expense, any claim for which Consultant is responsible under this Section.

(ii) Indemnity by DISTRICT. DISTRICT shall defend Consultant against any third-party claims arising out of (i) any actual or alleged DISTRICT negligence, willful misconduct, or violation of law, (ii) any breach by DISTRICT of this Agreement and indemnify Consultant from the resulting damages. Consultant shall give prompt notice of any claim to DISTRICT. DISTRICT may settle, at its sole expense, any claim for which DISTRICT is responsible under this section, subject to the reasonable approval of Consultant. Consultant may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Consultant.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) Conflict of Interest. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

SANTEE SCHOOL DISTRICT

CHRISTINA BECKER

Dated: _____, 20____

Dated: July 19, _____, 2023

Signature: _____

Signature: Christina Becker

Print Name: Dr. Marcia Hamilton

Print Name: Christina Becker

Print Title: Asst. Superintendent, Business Services

Print Title: Self

Federal Tax I.D. /SS Number:

Redacted SS#. Please see submitted W-9 for 1099 payments

**EXHIBIT A
SCOPE OF SERVICES**

Provide as-needed consulting services in support of the district's capital facility and maintenance programs.

Including when requested of consultant:

On-call phone and email support for when DISTRICT has questions or needs best practice discussions.

Assist with and recommend various facility grant program application funding sources and eligibility recommendations upon request.

Other related consulting as may be mutually agreed to.

End of Exhibit A

Exhibit "A"

EXHIBIT B
COMPENSATION FOR PROFESSIONAL SERVICES

Maximum fees shall not-to-exceed **\$30,0000**. Work is to be billed on a time and materials basis.

All work shall be billed based on the following rate schedule:

\$185.00 per hour; billed at 15-minute increments (Billing rate for 2023/2024 FY) Increases after the 2023/2024 FY are limited to 5% and only with mutual agreement in advance via a letter of understanding signed by both parties.

It is understood that the majority of work will be provided remotely. Should more than two monthly onsite visit or in person meetings be required, mileage will be tracked and invoiced per the IRS standard mileage rate. Advanced approval for mileage will be assumed when DISTRICT requests/authorizes a site visit or attendance at onsite meetings.

Travel, housing meals requested in advance by the DISTRICT and agreed to by Consultant, Consultant shall be reimbursed per the GSA per diem rate.

End of Exhibit B

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

Board Policies and Bylaws Item F.1.1.
Prepared by Dr. Lisa Paisley
August 1, 2023

Second Reading: Revised Board Policy (BP):

- BP 6152 - Class Assignment
- BP 6179 - Supplemental Instruction

BACKGROUND:

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

BP 6152 – CLASS ASSIGNMENT

Policy updated to call for the use of multiple objective academic measures when assigning students to appropriate courses and classes, consistent with SB 359.

BP 6179 – SUPPLEMENTAL INSTRUCTION

Policy updated to reflect current law requiring the provision of remedial instruction to students who are recommended for retention or are identified as being at risk for retention. The policy also deletes reference to federal Title I program improvement which is no longer operational, and clarifies that schools identified for comprehensive or targeted school improvement may, but are not required to, offer supplemental instruction.

RECOMMENDATIONS:

It is recommended that the Board of Education adopt Revised Board Policy, BP 6152 Class Assignment, and BP 6179 Supplemental Instruction in a second reading.

FISCAL IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

CLASS ASSIGNMENT

The Governing Board believes students should be assigned to classes and/or grouped in a manner that provides the most effective learning environment for all students.

When assigning students to specific classes, the principal or designee may consider the following criteria as appropriate for the grade level and course:

1. Staff recommendation, including, but not limited to, the recommendations of teachers and counselors
2. Skills and classroom management style of individual teachers
3. Student skill level as indicated by ~~achievement and testing data~~ multiple objective academic measures, such as student assessment results, mastery of standards and mastery of prerequisite skills
4. Balance of students who achieve at a variety of levels
5. Student interests, readiness, behavior, and motivation
6. Student/teacher ratios and, if relevant, class size reduction considerations

The principal or designee may accept from parents/guardians any information which would be helpful in making placement decisions. However, a parent/guardian who provides such information shall be informed that a request for a specific teacher shall be one of many factors which may be taken into account when determining his/her child's placement.

During the school year, the principal or designee may make any adjustments in class placement which he/she considers beneficial to the student or the educational program.

*Legal Reference:*EDUCATION CODE

~~5 CCR 4600-4687 Uniform complaint procedures and Williams complaints~~
35020 Duties of employees fixed by governing board
35160 Authority of the governing boards
51224.7 California Mathematics Placement Act of 2015
~~51705-51879.9 Authorized classes and courses of instruction~~

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Elementary Makes the Grade!, 2000~~

WEB SITES

California Department of Education, Curriculum and Instruction: <http://www.cde.ca.gov/ci>
National Association for the Education of Young Children: <http://www.naeyc.org>

Policy
 adopted: August 17, 2010

SANTEE SCHOOL DISTRICT
 Santee, California

SUPPLEMENTAL INSTRUCTION

The Governing Board recognizes that high-quality supplemental instructional programs can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

When determined to be necessary by the principal or designee and when written parent/guardian consent is obtained for the student's participation, a student may be required to participate in supplemental instruction outside the regular school day.

Supplemental instruction shall be offered to students who are recommended for retention, or are identified as being at risk for retention, at their current grade level. (Education Code 48070.5)

In addition, supplemental instruction may be offered to:

1. Students who demonstrate academic challenges that may jeopardize their attainment of academic standards

Required Supplemental Programs

~~The district may offer direct, systematic, and intensive supplemental instruction for:~~

1. ~~Students in grades 2-8 who have been retained or recommended for retention pursuant to Education Code 48070.5~~
2. ~~Students in grades 7-8 who do not demonstrate "sufficient progress" toward passing the state exit examination required for high school graduation in order to help them pass the exam~~

~~"Sufficient progress" shall be determined based on a student's grades and the following indicators of academic achievement:~~

- ~~• Standardized Testing and Reporting assessments~~
- ~~• District trimester assessments~~

SUPPLEMENTAL INSTRUCTION

- ~~Summative assessment results, and~~
- ~~Classroom performance~~

~~In addition, students who do not possess sufficient English language skills to be assessed shall be considered students who do not demonstrate sufficient progress towards passing the exit exam and shall receive supplemental instruction designed to help them succeed on the exit exam.~~

- ~~3. Eligible students from low income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more years~~

Optional Supplemental Programs

~~As funding, facilities, and staffing permit, supplemental instruction may be offered to:~~

- ~~1. Students in grades 2-6 who have been identified as being "at risk" of retention pursuant to Education Code 48070.5~~

SUPPLEMENTAL INSTRUCTION

- ~~2. Students in grades 2-6 who have been identified as having a deficiency in mathematics, reading, or written expression based on the results of the Standardized Testing and Reporting Program~~
- ~~3. Students in grades K-8 who seek enrichment in mathematics, science, or other core academic areas designated by the Superintendent of Public Instruction~~
- ~~4. Students in grades K-4 who need or desire intensive reading opportunities that meet standards for a research-based comprehensive reading program, including appropriate support to address the needs of English language learners~~
- ~~5. Students in grades 7-8 who need or desire intensive opportunities to practice skills in algebra and/or pre-algebra~~

Required Student Participation

~~The Superintendent or designee may require participation in a supplemental instructional program for:~~

- ~~1. Students in grades 7-8 who demonstrate insufficient progress toward the exit exam required for high school graduation pursuant to Education Code 37252~~
- ~~2. Students in grades 2-8 who are retained or recommended for retention pursuant to Education Code 37252.2~~
- ~~3. Students in grades 2-6 who are "at risk" of retention pursuant to Education Code 37252.8~~
- ~~4. Students in grades 2-6 who are deficient in mathematics, reading, or written expression pursuant to Education Code 37252.8~~
- ~~5. Students in grades K-8 participating in enrichment programs in core academic subjects pursuant to Education Code 37253~~

~~The Superintendent or designee shall obtain written parent/guardian consent for a student's participation in the supplemental instructional program.~~

Legal Reference: (see next page)

SUPPLEMENTAL INSTRUCTION

*Legal Reference:*EDUCATION CODE5 CCR 11470-11472 Summer School1240 County Superintendent duties35186 Williams Uniform Complaint Procedures37200-37202 School calendar37223 Weekend classes37252-37254.1 Supplemental instruction42238.01-42238.07 Local control funding formula41505-41508 Pupil Retention Block Grant42239 Supplemental instruction, apportionments44259 Comprehensive reading program46100 Length of school day48070-48070.5 Promotion and retention48200 Compulsory education Minimumschool day48985 Translation of notices- Notices to parents in language other than English51210 Courses of study for grades 1-6, elementary schools51220-51228 Courses of study, secondary schools52378-52380 Supplemental School Counseling Program52060-52077 Local control and accountability plan60603 Definitions: recently arrived English learner—core curriculum areas60640-60648 60649 California Assessment of StudentPerformance and Progress Standardized Testing andReporting Program60850-60859 High school exit examinationREPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS52012 Establishment of school site council52014-52015 School plans53025-53031 Intensive reading instruction53091-53094 Intensive algebra instructionCODE OF REGULATIONS, TITLE 511470-11472 Summer schoolUNITED STATES CODE, TITLE 206316 Program improvement schools and districtsManagement Resources-CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCEImplementation of Assembly Bill (AB) 347: requiring instruction and services for students who have not passed the exit exam but have met all other graduation requirements, October 26, 2007U.S. DEPARTMENT OF EDUCATION GUIDANCESupplemental Educational Services, June 13, 2005Creating Strong Supplemental Educational Services Programs, May 2004WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>U.S. Department of Education: <http://www.ed.gov>

Board Policies and Bylaws Item F.1.2.
Prepared by Dr. Kristin Baranski
August 1, 2023

First Reading: Board Policies (BP) and/or
Administrative Regulation (AR):
• Revised BP 5141.21 - Administering
Medication and Monitoring Health
Conditions

BACKGROUND:

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

Revised BP 5141.21 - Administering Medication and Monitoring Health Conditions
Policy updated to reflect SB 233 and explains the conflict between state and federal law and provides options for districts not authorize administration of medicinal cannabis at a school site; and Education Code 49414.3 which requires naloxone hydrochloride or another opioid antagonist be available for emergency medical aid.

RECOMMENDATIONS:

Revised BP 5141.21 – Administering Medication and Monitoring Health Conditions is being presented for a first reading. Action, if any, is at the discretion of the Board.

FISCAL IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.2.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

~~The Governing Board recognizes that some students may need to take medication prescribed by a physician during the school day in order to be able to attend school. The Superintendent or designee shall develop processes for the administration of medication to such students by school personnel.~~

~~Prescribed medication may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both a student's physician and parent/guardian.~~

~~School staff who administer medication, including epinephrine auto-injections, to students shall receive training from qualified medical personnel on how such medication should be administered as well as training in the proper documentation and storage of the medication.~~

~~Staff authorized to administer the medication shall do so in accordance with administrative regulations and shall be afforded appropriate liability protection.~~

~~If the parent/guardian so chooses, he/she may administer the medication to his/her child. In addition, the parent/guardian may designate another individual who is not a school employee to administer the medication to the student.~~

Self-Administration and Monitoring

~~Upon written request by the parent/guardian and with the approval of the student's physician, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.~~

Legal Reference: (see next page)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Legal Reference:

EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49414.5 Providing school personnel with voluntary emergency training

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication, conditions upon which pupil may carry and self-administer medication

49423.5 Specialized health care services

49426 School nurses

49480 Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

Management Resources:

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June, 2003

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Training Standards for the Administration of Epinephrine Auto-Injectors, December, 2004

WEB SITES

American Diabetes Association: <http://www.diabetes.org>

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he/hn>

Department of Health and Human Services, National Institutes of Health, National Heart, Lung and Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

Item G. EMPLOYEE ASSOCIATION COMMUNICATION

Item H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item I. CLOSED SESSION

Item J. RECONVENE TO PUBLIC SESSION

Item K. ADJOURNMENT

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