



Santee School District

SCHOOLS

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

BOARD OF EDUCATION REGULAR MEETING AGENDA June 16, 2020

District Mission

Providing an extraordinary education in an inspiring environment with caring people

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

TO JOIN THE MEETING

Click this link to join from a PC, Mac, iPad, iPhone, or Android device or by phone: (669) 900-6833, Webinar ID: 876 7923 4296 (*Please note: link will be provided prior to the meeting*)

FOR PUBLIC COMMENTS

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

PUBLIC COMMENTS MUST BE RECEIVED BY TUESDAY, JUNE 16, AT 6:30 PM

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Superintendent	
1.1. <u>Approval of Minutes</u>	13
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.	
1.2. <u>Approval of 2020 East County Special Education Region Local Plan</u>	24
It is recommended the Board of Education approve the 2020 East County Special Education Region Local Plan.	
Business Services	
2.1. <u>Approval/Ratification of Expenditure Warrants</u>	26
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of May 2020.	
2.2. <u>Approval/Ratification of Purchase Orders</u>	28
It is recommended that the Board of Education approve and ratify purchase orders for the month of May 2020 as presented in the item.	
2.3. <u>Approval/Ratification of Revolving Cash Report</u>	35
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.	
2.4. <u>Acceptance of Donations, Grants, and Bequests</u>	37
It is recommended that the Board of Education accept donations, grants, and/or bequests listed in the item and authorize letters of appreciation to be sent on behalf of the Board.	
2.5. <u>Approval/Ratification of General Services Agreements</u>	38
It is recommended that the Board of Education approve/ratify agreements with General Service Providers as presented.	
2.6. <u>Adoption of Resolution No. 1920-38 Designating Use of Education Protection Account Funds for 2020-21</u>	39
It is recommended that the Board of Education adopt Resolution 1920-38 Designating Use of Education Protection Account funds for 2020-21 to pay a portion of unrestricted certificated teacher salaries.	
2.7. <u>Adoption of Resolution No. 1920-39 of the Santee School District Board of Education Authorizing the Transfer of Budgetary Funds Between Expenditure Classifications After June 30, 2020 for the 2019-20 Fiscal Year</u>	44
It is recommended that the Board of Education adopt Resolution No. 1920-39 of the Santee School District Board of Education Authorizing the Transfer of Budgetary Funds between Expenditure Classifications After June 30, 2020 for the 2019-20 fiscal year.	
2.8. <u>Appointment of a Member to the Independent Citizen's Oversight Committee</u>	46
It is recommended that the Board of Education appoint Corrine Reed to serve on the District's Independent Citizen's Oversight Committee.	

Educational Services

- 3.1. **Adoption of the Local Control Accountability Plan (LCAP) COVID-19 Operations Written Report for 2019-20** 47
It is recommended that the Board of Education adopt the Local Control Accountability Plan COVID-19 Operations Written Report 2019-20.
- 3.2. **Approval of 2020-2025 Affiliation Agreement with University of San Diego** 53
It is recommended that the Board of Education approve the proposed Affiliation Agreement with the University of San Diego State for placement of student teachers, counselors and education administrators for the term of July 1, 2020 through June 30, 2025.
- 3.3. **Approval of Clinical Affiliation Agreement with Emerson College** 60
It is recommended that the Board of Education approve the proposed Clinical Affiliation Agreement with Emerson College, effective June 16, 2020.
- 3.4. **Adoption of Resolution #1920-37 Designating Personnel and Approval of 2020-2021 Child Development Services Contract** 68
It is recommended that the Board of Education approve the 2020-2021 contract for child development services to operate the State Preschool Program with the California Department of Education and adoption of Resolution #1920-37 designating personnel to sign contract documents for fiscal year 2020-2021 as presented.

Human Resource/Pupil Services

- 4.1. **Personnel, Regular** 78
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. **Adoption of Resolution No. 1920-41 to Reduce and/or Eliminate Classified Non-Management Positions** 80
It is recommended that the Board of Education adopt resolution no. 1920-41 to reduce and/or eliminate classified non-management positions.
- 4.3. **Approval of Medi-Cal Administrative Activities (SMAA) Agreement with Orange County Department of Education** 82
It is recommended that the Board of Education approve the SMAA Agreement with Orange County Department of Education.
- 4.4. **Approval of Short-Term Services Agreements** 114
It is recommended that the Board of Education approve the short-term services agreements.
- 4.5. **Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children's Hospital, San Diego** 115
It is recommended that the Board of Education approve the agreement for mandated student health screenings (Vision, Hearing, and Scoliosis) with Rady Children's Hospital, San Diego.

F.	DISCUSSION AND/OR ACTION ITEMS	119
	<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>Adoption of 2020-21 Budget</u>	120
	It is recommended that the Board of Education adopt the budget for the 2020-21 fiscal year as presented. Revisions to the budget will be brought back to the Board periodically throughout the year as the State's budget is adopted and assumptions or expenditures change.	
1.2.	<u>Approval of Monthly Financial Report</u>	122
	It is recommended that the Board of Education approve the Monthly Financial Report for April 2020.	
1.3.	<u>Approval of Budget Reductions</u>	125
	It is recommended that the Board of Education approve additional Budget Reductions for the 2020-21 fiscal year.	
1.4.	<u>Adoption of Resolution No. 1920-40 to Identify the Amount of Budget Reductions Needed for 2021-22 and 2022-23 and to Require that a List of Budget Reductions for 2021-22 be Included with the 2020-21 First Interim Report</u>	127
	It is recommended that the Board of Education adopt Resolution No. 1920-40 to Identify the Amount of Budget Reductions Needed for 2021-22 and 2022-23 and to Require that a List of Budget Reductions for 2021-22 be Included with the 2020-21 First Interim Report.	
G.	BOARD POLICIES AND BYLAWS	129
1.1.	<u>Second Reading: New Board Policy 3515.5, Sex Offender Notification</u>	130
	It is recommended that the Board of Education adopt New Board Policy 3515.5, Sex Offender Notification, in a Second Reading, as presented.	
1.2.	<u>Second Reading: Revised Board Policy 3515.7, Firearms on School Grounds</u>	132
	It is recommended that the Board of Education adopt Revised Board Policy 3515.7, Firearms on School Grounds, in a Second Reading, as presented.	
1.3.	<u>Second Reading: BB 9270 Conflict of Interest Biennial Review</u>	134
	It is recommended the Board of Education adopt BB 9270 Conflict of Interest Biennial Review, in a Second Reading, as presented.	
1.4.	<u>First Reading: New Board Policy 3530, Risk Management/Insurance</u>	141
	New Board Policy 3530, Risk Management/Insurance, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.	
1.5.	<u>First Reading: New Board Policy 3540, Transportation</u>	143
	New Board Policy 3540, Transportation, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.	
H.	EMPLOYEE ASSOCIATION COMMUNICATION	146
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J.	ADJOURNMENT	146

Please note: Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. The next regular meeting of the Board of Education is scheduled for July 7, 2020, at 7:00 p.m., in the Douglas E. Giles Educational Resource Center or virtually. 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:

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

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

1. Call to Order and Welcome

2. District Mission
Providing an extraordinary education in an inspiring environment with caring people

3. Approval of Agenda for the June 16, 2020, regular meeting

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

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

Agenda Item B.

DEVELOPER FEES COLLECTION REPORT
2019-20
CUMULATIVE THROUGH JUNE 16, 2020

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

COM	RES	SS	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
X			8343 O'Connell Rd	07/02/19	2,678	\$6,293.30	PD
X			8504 & 8506 Goldfield St	09/05/19	3,938	\$9,254.30	CO
X			8735 & 8737 Scrub Oak St	09/05/19	4,162	\$9,780.70	OO
X			8509, 8507, 8505, 8508, 8510 Goldfield St	09/05/19	9,889	\$23,239.15	CO
X			8739 & 8741 Scrub Oak St	09/05/19	3,936	\$9,249.60	CO
X			10226 Settle Rd	09/05/19	595	\$1,398.25	SC
X			11459 Woodside Ave	09/06/18	4,839	\$1,838.82	PD
X			9650 Derald Rd	09/13/19	495	\$0.00	SC
X			10735 Prospect Ave	09/13/19	4,173	\$1,585.74	PD
X			9710 Halberns Blvd	09/13/19	1,148	\$2,697.80	SC
X			9125 Carlton Hills Blvd (Mast Park)	09/17/19	647	\$0.00	CH
X			9125 Carlton Hills Blvd (Mast Park)	09/17/19	200	\$0.00	CH
X			9050 Trailmark Way	09/17/19	612	\$0.00	CO
X			172 SF (Leasing Office) 2401 SF (Clubhouse, Fitness, Re 7847,7851,7859,7861,7869,7865,7895,7891,7871,7875,7	10/07/19	2,573	\$977.74	CFH
X			879,7889 Mission Gorge Rd	10/07/19	101,411	\$238,315.85	CFH
X			9051, 9055, 9059, 9063, 9067, 9071, 9075, 9079, 9083, 9087, 9091, 9095, 9096, 9092, 9088, 9084, 9080 Trailmark Wy.	10/14/19	55,845	\$131,235.75	CO
X			9100, 9108, 9097 West Bluff Pl	10/14/19	672	\$1,579.20	CO
X			9060, 9064 Trailridge Ave.	10/14/19	(1,988)	(\$4,294.08)	CO
X			9758 Settle Rd	10/18/19	585	\$1,374.75	SC
X			9334 Van Andel Way	11/07/19	869	\$2,042.15	CO
X			9316 Pebble Beach Dr	11/08/19	1,148	\$2,697.80	CO
X			10111 Prospect Ave	12/03/19	1,440	\$100.80	PA
X			8614 Rumson Dr	12/18/19	553	\$1,299.55	CO
X			8695 Toyopa Ct, 9099, 9103, 9107, 9111, 9115, 9119, 9123, 9129, 9132, 9128, 9124, 9120, 9116, 9112, 9108, 9104, 9100 Trailmark Wy.	01/08/20	56,867	\$133,637.45	CO
X			8232 Poinciana Dr ADU	01/31/20	1,199	\$2,817.65	PD
X			9914, 9918, 9922, 9926, 9930, 9938, 9942, 9946 & 9950 Buena Vista Ave	04/06/20	51,840	\$175,219.20	PA
X			9513 E Hartland Circle	04/22/20	687	\$2,322.06	RS
X			9055, 9063, 9075,9083, 9087& 9084 Trailmark Wy	04/22/20	1,174	\$3,968.12	CO
X			8688, 8686, 8684, 8682, 8680, 8689, 8687, 8685, 8683, 8681 Tobago Lane	05/13/20	16,978	\$57,385.64	CFH
TOTAL PAGE 1						\$816,017.29	

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

Santee School District
 ENROLLMENT REPORT
 6/10/2020***
 Month 12 Week 1
 School Week 43

SCHOOL	REGULAR ED													SPECIAL ED								Total All											
	EAK 5yo	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	6/10/2020**	6/12/2019**	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	06/10/20	06/12/19	# Diff	% Diff	06/10/20	6/4/2020*	# Diff	
Cajon Park		18	88	102	91	101	103	99	122	115	117	954	938	18	1.9%	0	3	1	8	11	6	6	4	10	9	68	65	-7	-10.8%	1012	1012	0	
Carlton Hills	23	23	70	65	64	66	64	72	57	82	62	648	634	14	2.2%		1	8	5	3	4	2	3	5	3	34	45	-11	-24.4%	682	682	0	
Carlton Oaks	23		76	89	82	75	96	77	78	101	91	788	795	-7	-0.9%		7	5	11	6	10	6	6	9	10	70	68	5	7.7%	888	888	0	
Chet F. Harritt		23	79	77	82	69	91	63	61	46	52	643	635	8	1.3%		0	0	0	0	0	6	3	0	0	9	0	9	0.0%	652	652	0	
Hill Creek	24	24	84	81	92	85	80	75	81	64	60	730	747	-17	-2.3%		3	7	2	9	3	1	0	0	0	26	28	0	0.0%	755	755	0	
Pepper Drive	22		73	99	102	107	99	90	133	91	98	914	943	-29	-3.1%		0	0	0	0	0	0	0	8	5	13	11	2	18.2%	927	927	0	
Pride Academy	20	18	76	51	58	61	64	57	48	73	40	567	574	-7	-1.2%		0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	567	567	0
Rio Seco			94	93	100	117	95	109	112	108	122	950	946	4	0.4%		5	3	4	7	8	5	8	13	12	66	61	4	6.6%	1015	1016	0	
Sycamore Canyon	16	28	63	52	66	54	34	39	36	0	0	390	374	16	4.3%		0	0	0	0	0	0	0	0	0	0	0	0	0.0%	390	390	0	
SUBTOTAL	128	133	703	709	737	735	726	681	710	660	642	6584	6584	0	0.0%	0	19	24	30	36	31	26	24	45	39	274	272	2	0.7%	6058	6058	0	
Alternative School			0	1	2	3	2	6	1	1	6	22	27	-5	-18.5%															22	22	0	
Santee Success									1	5	3	9	9	0	0.0%											0	0	0	0.0%	9	9	0	
NPS												0	0							2	2	3	4	2	3	16	12	4	33.3%	16	16	0	
SUBTOTAL	0	1	2	3	2	6	2	8	9	31	36	-5	-13.9%	0	0	0	0	2	2	3	4	2	3	16	12	4	33.3%	47	47	0			
TOTAL	128	133	703	710	739	738	728	687	712	665	651	6615	6620	-5	-0.1%	0	19	24	30	36	33	29	28	47	42	290	284	6	2.1%	6905	6905	0	

* Previous week **Last week of school year ***Schools closed due to Covid-19 3/16/20-6/10/20

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

SCHOOL	PK	TK	EAK 4yo	Total All
Cajon Park	0	0		1012
Carlton Hills	0	0		682
Carlton Oaks	0	0		858
Chet F Harritt	0	0		662
Hill Creek	0	0		755
Pepper Dr	0	0		927
Prospect Ave	0	0		567
Sycamore Canyon	90	9	5	494
Total PK/EAK	90	9	5	

Total Enrollment including PK
7009

Prepared by Robyn Wright

Item C. PUBLIC COMMUNICATION

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

Item D. PUBLIC HEARING

Public Hearing Item D.1. Use of Education Protection Account Funds for 2020-21
 Prepared by Karl Christensen
 June 16, 2020

BACKGROUND:

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state’s sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The revenues generated by Proposition 30 were instrumental in avoiding further cuts to State Aid for K-14 public education but did not provide additional revenue for school districts.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount, which includes charter school general purpose funding. A corresponding reduction is made to an LEA’s revenue limit or charter school general purpose state aid equal to the amount of their EPA entitlement.

Proposition 30 specifies that EPA funds may not be used for salaries and benefits of administrators or any other administrative costs.

In accordance with the provisions of Proposition 30, each LEA must hold a public hearing signifying the use of EPA funds.

The Santee School District estimates that it will receive \$7,918,199 in EPA funds for the 2020-21 fiscal year. Since certificated non-management teacher salaries represent the largest portion of the District’s unrestricted general fund budget, the District has determined to expend the EPA funds on this expenditure category as more fully described below:

Description	Fiscal Year:	2020-21	
	Estimate as of:	Adopted Budget	
		Sources	Uses
Estimated Total LCFF Funding		54,351,116	
Less: Estimated Property Tax Funded Portion of LCFF Funding		16,210,585	
Estimated Total State Aid Portion of LCFF Funding		38,140,531	
Less: Estimated Amount to be Received from Education Protection Account		7,918,199	
Difference		30,222,332	
Total Unrestricted Certificated Teacher Salaries (Object 1100-000, Function 1000)			20,843,497
Less: Amount to be paid from Education Protection Account Proceeds			7,918,199
Amount to be paid from other Unrestricted General Fund Sources			12,925,298

FISCAL IMPACT:

\$7,918,199 in EPA funds offset by a commensurate reduction in LCFF State Aid.

Agenda Item D.1.

Item E. CONSENT ITEMS

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

Consent Item E.1.1.
Prepared by Dr. Kristin Baranski
June 16, 2020

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- June 2, 2020, special meeting minutes
- June 9, 2020, regular meeting minutes
- June 9, 2020, special meeting minutes

RECOMMENDATION:

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

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

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

June 9, 2020
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Burns called the meeting to order at 6:00 p.m.

Members present:

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

Administration present:

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

B. PUBLIC COMMUNICATION

President Burns invited members of the audience to address the Board about any item not on the agenda. He explained that given the current circumstances with COVID-19, the public was given the opportunity so submit comments online or by phone prior to the meeting. There were two public comments.

Monica Farren, parent of a kindergartner and a 2nd grader, submitted the following comment:

I'd like to see Santee School district take a stand against racism. We have a racist reputation in our east county community. We need to make our voices louder than our reputation as Santee is filled with good people who are willing to do the work and unpack their own embedded prejudices. How does this begin? With education. We need to message the community that racism is not tolerated. So far the messaging feels as if we are not willing to take a hard line against those in our Santee community who may be upset to hear this. We need to train our teachers to not be afraid to talk about issues of bias and race. We need to teach history from an accurate and inclusive perspective. Our students can handle complex topics. Our young minds can understand that all events in life do not have a happy ending. Our schools can cultivate change makers and lead by example with advocacy and service. I love Santee. I love my children's school. Thank you for all your dedication to my family and the Santee community as a whole.

Haley Shumaker, submitted the following comment:

In light of recent current events, I would like to know what steps the school board and district will undertake to counter both systemic racism, and overt acts of racism that have occurred in our community. Will the district be implementing additional curriculum to address these issues? How can parents and students become involved in a deeper discussion around racial inequality? Thank you.

The Board expressed their gratitude for the comments and shared they would receive a written response.

C. CLOSED SESSION

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

1. California State of Emergency and Impact of COVID-19 Virus (Gov't. Code § 54957)

The Board entered closed session at 6:05 p.m.

D. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 8:15 p.m., and reported no action was taken.

E. ADJOURNMENT

With no further business, the special meeting of June 9, 2020 was adjourned at 8:15 p.m.

Elana Levens-Craig, Clerk

Dr. Kristin Baranski, Secretary

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

June 2, 2020
MINUTES

Via Video Conferencing

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Burns called the meeting to order at 7:05 p.m.

Members present:

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

Administration present:

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

2. District Mission

President Burns welcomed students, parents, family/community members, and staff present and recited the District Mission.

3. Approval of Agenda

President Burns noted all five Board members were in attendance and presented the agenda for approval. Member Fox moved approval.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

- 1.1. Developer Fees and Collection Report
- 1.2. Enrollment Report

2. Spotlight on Education: Eighth Grade Academic Leaders

Superintendent Baranski welcomed the students and families in attendance and congratulated the eighth grade academic leaders. She explained two students, who achieved academic excellence during the current school, were selected by their 8th grade teachers in collaboration with the school principal. A video of each of the 2019-20 honorees was shared; which contained a narrative on each of the students. President Burns expressed his gratitude to all the families for joining the meeting virtually. Board Members, and the Superintendent, expressed their sentiments to the honorees and wished them the best in high school and beyond. Each student will be receiving a scholar ribbon and plaques during their eighth grade promotion parades.

Cajon Park Alexandria Boyd Dylan Borchert	Chet F. Harritt Madeline Thomson Braeden Steveson	PRIDE Academy Trinity DuPuy Morgan Anderson
Carlton Hills Katie Tran Nina Nguyen	Hill Creek Tallis Arnold Arabella Sullivan	Rio Seco Carter Voight Elzie Arindunque
Carlton Oaks Hillary Tran Owen Rodgers	Pepper Drive Khang Nguyen Arianna Williams	

C. PUBLIC COMMUNICATION

President Burns invited members of the audience to address the Board about any item not on the agenda. He explained that given the current circumstances with COVID-19, the public was given the opportunity so submit comments online or by phone prior to the meeting. There were no public comments.

D. PUBLIC HEARING

1. 2020-21 Santee School District Adopted Budget

President Burns opened the public hearing on the 2020-21 Santee School District Budget. He explained the proposed budget had been available for public inspection on the District's website. President Burns shared that in accordance with new regulations imposed by Senate Bill 858, the District must also report on certain elements pertaining to its projected reserves as follows:

- The district's calculated minimum required reserve for 2020-21 is \$2,206,474
- The amount of the assigned and unassigned fund balances that exceed the minimum required reserve amount is \$9,415,623
- 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 purchases

A listing of the specific amounts set-aside for each of the aforementioned items was available for public inspection at the meeting.

E. CONSENT ITEMS

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

Superintendent

1.1. Approval of Minutes

2.1. Acceptance of Donations, Grants, and Bequests

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

2.3. Adoption of Resolution No. 1920-36, to Establish Temporary Interfund Transfers

2.4. Approval/Ratification of Annual Agreements for 2020-21

2.5. Approval of Agreement for Student Transportation Services between San Diego County School Districts

2.6. Approval of Extension of the Agreement with the City of Santee to Provide Transportation Services for the Teen Center

2.7. Approval of 2020-21 Student Accident Insurance

- 2.8. Approval of In-Plant DSA Inspection Services for Fabrication of Project SAFE Modular Classrooms for Sycamore Canyon School
- 3.1. Personnel, Regular
- 3.2. Approval of Short-Term Services Agreement
- 3.3. Approval of Student Teaching Agreement with California State University San Marcos
- 3.4. Approval of Short Term Positions

Member El-Hajj moved approval of consent items.

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

F. DISCUSSION AND/OR ACTION ITEMS

Business Services

1.1. General Obligation Bond Measure Survey Results

Karl Christensen, Assistant Superintendent of Business Services, shared that at the March 3, 2020 meeting, the Board of Education was presented with information regarding placing a new General Obligation Bond (GO Bond) measure on the November 3, 2020 ballot. In order to determine the likelihood that a GO Bond measure would pass with the required 55% in November, the Board requested that a survey of voters be conducted. Dale Scott, the District's financial advisor, presented the results of the survey. After reviewing the survey results, Mr. Scott recommended another survey be conducted to get a better sense on whether to proceed with bringing a resolution to the Board in July to initiate actions necessary to place a measure on the November ballot. Member El-Hajj noted for the record that the second survey would also be provided free of cost to the District; similar to the initial survey.

1.2. Review of Budget Reduction Recommendations

Karl Christensen, Assistant Superintendent of Business Services, explained that on May 14, Governor Newsom released his May Revise budget proposal for the 2020-21 State Budget. Projections indicate the State is, and will be, experiencing substantial declines in revenue thereby reducing the Prop 98 minimum guarantee for K-14 public education for both 2019-20 and 2020-21. The Governor proposes a ten percent (10%) reduction to the Local Control Funding Formula (LCFF) base grant thereby zeroing out the statutory COLA of 2.31% and implementing a deficit (proration) factor of -7.92%. For Santee, this means a reduction of over \$5 million in LCFF funds for 2020-21 as compared to 2019-20. Mr. Christensen noted that at the March 17 and May 5 meetings, the Board approved approximately \$1.6 million in on-going budget solutions and \$900,000 in one-time solutions for 2020-21. Mr. Christensen explained that given the magnitude of the proposed LCFF revenue decline and the District's existing structural deficit prior to the May Revise, it is necessary to consider additional reductions. He discussed a new list of budget solutions for the Board's consideration and explained that in order to allow sufficient time for stakeholder input and public comments on the proposed reductions, no action is recommended at this meeting. Mr. Christensen explained that depending on Board direction, the list would be brought back to the June 16 meeting for approval consideration. The Board expressed the difficulty in making these budget reductions but shared they were hopeful the situation would change after July 15, the deadline for State to receive the personal income tax receipts.

Action	Category	Amount		Year Invoked	LCFF
		One-Time	On-Going		
Suspend/Reduce Technology Reserve Transfer	Protection	410,000	0	2020-21	Supplemental
Transfer Facilities Needs Set Aside Back to General Fund	Places	1,020,868	0	2020-21	Base
Use Remaining Land Sale Proceeds to Pay Portion of COPs Payment	Places	500,000	0	2021-22	Base
Use SB117 State Funds to offset costs of PPE, masks, disinfectants, Hotspots, Security Patrol, and other COVID-19 related costs	Programs	114,602	0	2020-21	Base
Use CARES Act Federal Funds to offset costs of PPE, IPADs, Child Nutrition lost revenue, and other COVID-19 related costs	Programs	221,632	0	2020-21	Base
Suspend Science Textbook Adoption for K-5 to 2023-24, Adopt OER for GR 6-8 = \$400k	Programs	800,000	0	2020-21	Base
Eliminate Allocation for CSEA Professional Development	Programs	0	10,000	2020-21	Supplemental
Eliminate Organizational Dues Payments for Administrators	Programs	0	16,944	2020-21	Supplemental
Eliminate Professional Learning Plan (PLP) stipends; shift other LCFF Professional Development expenses to Title 1 and Title II	Programs	0	116,494	2020-21	Supplemental
Eliminate Craftworker I/Warehouse Delivery Driver Position with Retirement	People	0	73,235	2020-21	Base
Total All:		3,067,102	216,673		

Educational Services

2.1. Review of the Local Control Accountability Plan (LCAP) COVID-19 Operations Written Report for 2019-20

Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, explained given the uncertainties caused by the COVID-19 pandemic and the impact California’s response has had on local educational agency’s (LEA’s) ability to meaningfully engage with stakeholders, Executive Order N-56-20 was issued on April 22, 2020. This Executive Order extends the deadline for the 2020-21 LCAP to December 15, 2020, which will include the Budget Overview for Parents. Furthermore, this Executive Order delays the adoption of the three-year LCAP until 2021-22. Dr. Pierce shared the District’s LCAP COVID-19 Operations Written Report that included steps taken regarding the following areas:

- Changes to Program offerings
- Meeting the Needs of English Learner, Foster Youth, and Low-Income Students
- Delivering High-Quality Distance Learning Opportunities
- Providing School Meals/Maintaining Social Distancing Practices
- Supervision of Students During Ordinary School Hours

Dr. Pierce shared that after the March 13 shelter in place orders were issued, Santee School District:

- Provided care for families for two days at the start of the next week to support families to make arrangements;
- Began nutrition services on Monday, March 16th and have continued since;
- Surveyed families for internet and device needs and responded;
- Prepared remote learning and printed materials right away;
- Teachers and administrators have reached out to families and students to check in and support them in the changes to remote learning;

She explained the District is meeting the needs of English Learners, foster youth, and low-income students, and

- Ensured every child had access to their iPad for distance learning
- Supported families with tech issues including applying for internet access or assigning hotspots
- Conducted wellness checks including home visits
- Counseling team held a coffee hour to support parents during this shift to learning at home
- Partnered with Santee Lakes on Internet access for families that use the camp area
- Provided materials in multiple languages and use interpreters as necessary
- Continue providing meals for students including for the weekend
- Providing childcare including for students receiving subsidies

Santee School District provided high quality distance learning opportunities, and

- Ensured every child has a device and internet access
- Provided printed materials for families that choose this option in addition to remote lessons
- Provided professional development with over 1200 certificated and classified attendees to learn the new Learning management systems.
- Developed a robust website with all materials available for parents, students and teachers
- Provided tech support system for parents and students to support technology issues at home

The District provided supervision for students during ordinary school hours

- Provided childcare for essential workers under Executive Order N-56-20 for the hours of 6:30 a.m. to 6:00 p.m.
- Followed all health orders starting with a 1:10 ratio keeping the same cohort of students with staff as the orders changed on May 10th, we have provided the care at 1:12 ratio.
- Engaged students in remote learning and other enrichment activities during care
- Child nutrition department provides student meals

Provide school meals while maintaining social distancing

- Child Nutrition started providing meals beginning March 16th
- Started with breakfast and lunch; and began on the first day with 450 students and grew to 800 student meals by the second day
- Added another school for distribution beginning April 6 and added another 300 meals.
- With both sites offering meals, 1,800 meals are distributed each day
- Starting May 11, weekend meals were added
- Social distancing is practiced by using a drive through method. Meals are placed in a bag within carts that are pushed up to the car window for the family to pick up.

The draft LCAP COVID-19 Operations Written Report for 2019-20 is available for review on the District's homepage.

2.2 Approval of Social Emotional Learning Instructional Materials, Grade TK - 8

Mike Olander, Director of Pupil Services, and Meredith Riffel, Director Community Collaborative, provided the Board an overview of the pilot committee process and the recommendation to adopt *Second Step* instructional materials. The Board expressed their gratitude towards Mr. Olander, Mrs. Riffel, and the committee and shared the importance of the students' social emotional learning during these times. Member Ryan moved approval.

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

G. BOARD POLICIES AND BYLAWS

President Burns noted items F.1.1, and F.1.2., were second readings; and shared items F.1.3., F.1.4, and F.1.5., were first readings and asked Board members to contact Administration if there were any questions and/or concerns.

- 1.1. **Second Reading: New Board Policy 3515.2, Disruptions**
- 1.2. **Second Reading: Second Reading: New Board Policy 3515.21, Unmanned Aircraft Systems (Drones)**
- 1.3. **First Reading: BB 9270 – Conflict of Interest – Biennial Review**
- 1.4. **First Reading: New Board Policy 3515.5, Sex Offender Notification**
- 1.5. **First Reading: Revised Board Policy 3515.7, Firearms on School Grounds**

Member Ryan moved approval of items F.1.1. and F.1.2.

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

H. EMPLOYEE ASSOCIATION COMMUNICATION

Melanie Hirahara, STA President, shared meeting with rep council and would be sending updated *frequently asked questions* to staff; and looking forward to being part of the reopening logistics committee and working together on the start of the next school year.

I. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Member Burns shared enjoying the special student recognition. He explained to the public that the Board, Executive Council, and Director of Special Education Mimi McGinty had boarded a bus to deliver awards to students' homes; where the school principal and teacher awaited to recognize them for their achievement in academics, character, and growth. President Burns shared it has been one of the most special and emotional events he had partaken in since being on the Board'; and noted the excitement on the parents' faces as their student was being honored. The story was covered by CBS 8 and the Union Tribune.

Member Fox agreed it was a fun and emotional day and shared it was an experience he would never forget. He commended Veronica Ahumada, bus driver, for making the trip a lot of fun. Member Fox read parts of a thank you email from a parent.

I am so moved that you would take your personal time to come to our home to celebrate Maggie. Though Maggie was middle school awkward in the moment, she later told me with a huge smile on her face, "I can't believe they were all here for me!" Maggie got such personal attention with you all coming to our home and the board members cheering from the school bus. You made Maggie feel so honored and filled all our hearts! We will never forget the beautiful memory you gave us!

Member El-Hajj shared her sentiments with President Burns and Member Fox on the student recognitions. She noted it was fun to see the students' faces when they saw the bus pulling up with adults cheering them on with posters and pompoms. Member El-Hajj commended President Burns for proposing this idea.

Member Ryan shared their sentiments.

Member Levens-Craig shared she enjoyed the teacher reading their student's narratives, and seeing their reactions, as they hear the great things they accomplished.

Superintendent Baranski shared the San Diego Union Tribune will run the story but she wanted to note this was made possible by the donation from Marci Sampson, President Burns' sister. President Burns asked that we post some of the pictures on the District website. He shared it was great to see other staff present, at the homes, to cheer the student on.

Member Ryan provided an update from Delegate Assembly meeting. She shared the majority of the discussion has been on addressing whether CSBA should take a position on the California Schools and Local Community School Funding Act, a proposed initiative. Member Ryan mentioned there were mixed feelings amongst CSBA Board Members and Members of Delegate Assembly on this very controversial issue. She mentioned some labor groups supported it. Member Ryan shared that after much discussion, the Delegate Assembly voted to take no position on this ballot initiative. She noted that CSBA was already in the process of developing their own ballot initiative, about full and fair funding to make sure schools are funded well enough to appropriately and adequately educate California's children, when this group came along and introduced this ballot initiative. She shared research showed that if either initiative were on the same ballot, both would fail. CSBA pulled back on their ballot initiative and may bring it forward in 2022.

Member Ryan shared that at the San Diego County School Boards Association meeting, a couple of representatives from CSBA were present to discuss the State budget and impacts on education and the Governor's and the proposal brought forward, and State Legislature's forthcoming proposals, which are very different. They reported that in the proposed Senate budget proposal there are no proposed Prop 98 or LCFF cuts. Member Ryan noted the Governor's proposal counts on the Federal government to support California with \$9 million through the Heroes Act. If that happens, some of the things he proposed will not need to happen. Member Ryan explained that even though some are taking positions now, nothing would happen until after July 15 when the income tax revenue comes to the State. She anticipates August being a busy month.

President Burns acknowledged Member Fox for his 10 years of service to the Santee School District students and community. Member Fox expressed his gratitude.

Member Levens-Craig expressed her gratitude to the teaching staff for keeping the students engaged. She shared a teacher was conducting a virtual science lab; and has joined a teacher on delivering books to student homes.

Member El-Hajj shared Member Levens-Craig sentiments and commended the teachers for their hard work. Member El-Hajj commended Mrs. Cathy Abel for the great work she is doing and for being selected as the 2019-20 District Office Administrator of the Year.

President Burns echoed the other Board Members' sentiments on the teaching staff.

President Burns acknowledged the Santee community is going through a rough time and noted when students see or are impacted, they discuss it at school the next day or after the weekend and have the opportunity to feel like they are in a "safe place" to talk to teachers or counselors to help process the situation. Given recent times, the students have not had that opportunity. President Burns asked that staff do one last check-in with the students before the break.

J. ADJOURNMENT

With no further business, the regular meeting of June 2, 2020 was adjourned at 8:50 p.m.

Elana Levens-Craig, Clerk

Dr. Kristin Baranski, Secretary

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

June 2, 2020
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Burns called the meeting to order at 6:00 p.m.

Members present:

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

Administration present:

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

B. PUBLIC COMMUNICATION

President Burns invited members of the audience to address the Board about any item not on the agenda. He explained that given the current circumstances with COVID-19, the public was given the opportunity so submit comments online or by phone prior to the meeting. There were no public comments.

C. CLOSED SESSION

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

1. California State of Emergency and Impact of COVID-19 Virus (Gov't. Code § 54957)

2. 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)

3. Public Employee Performance Evaluation (Gov't. Code § 54957)

Superintendent

The Board entered closed session at 6:05 p.m.

D. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 7:57 p.m., and reported no action was taken.

E. ADJOURNMENT

With no further business, the special meeting of June 2, 2020 was adjourned at 7:57 p.m.

Elana Levens-Craig, Clerk

Dr. Kristin Baranski, Secretary

Consent Item E.1.2.
Prepared by Dr. Kristin Baranski
June 16, 2020

Approval of 2020 East County Special
Education Region Local Plan

BACKGROUND:

Special Education is a program mandated by the Individuals with Disabilities Educational Act (IDEA). This legislation was originally passed in 1997 and underwent revision in 2004. California laws comply with federal statutes.

California has divided regions of the state into Special Education Local Plan Areas (SELPA's). SELPA's are large unified districts or consist of a specific group of local educational agencies (LEA's) charged with the responsibility of providing a free appropriate public education (FAPE) to qualified students with special needs within its area. Both federal and state special education funds are directed to the SELPA, and the member LEA's collaborate to meet the needs of its students and to devise a method for equitable distribution of funds.

The SELPA and LEA's must be in compliance with all state and federal special education laws. Failure of an LEA to remedy required noncompliant items could result in withholding of funds from the entire SELPA and/or a deduction from the superintendent's salary.

The first level of compliance is establishing and maintaining a Local Plan. This Local Plan contains statements from IDEA that briefly summarize major elements of IDEA. It also includes the governance structure of the East County SELPA, the charter school policy, and a copy of the Interagency Agreement with Early Start. Local school boards, the County Superintendent of Schools, and the State School Board must approve all items of the Local Plan. All additional policies and procedures that define the way that the East County SELPA operates shall be maintained on file at the SELPA Office with copies in each LEA. Each LEA shall supplement the Local Plan, SELPA policies and SELPA procedures with its own policies and procedures, such as parent and teacher handbooks.

The board last approved the SELPA's Local Plan during the 2017-18 school year. In June 2018, as a part of the budget trailer bill, AB 1808, the California Department of Education was required to develop a statewide template for the local plan. This local plan is being updated to comply with the requirement to have the SELPA's local plan in the statewide template.

RECOMMENDATION:

It is recommended that the Board of Education approve the East County SELPA Special Education 2020 Local Plan.

FISCAL IMPACT:

Failure to approve the 2020 Local Plan could result in the State withholding special education revenues to the SELPA, which would impact all eleven (11) Local Education Agencies within the East County Special Education Region.

Special Education Local Plan Area (SELPA) Local Plan Certification 5

SELPA

Fiscal Year

Certification 5: Participating Local Educational Agency

The SELPA shall include a signed copy of the following local educational agency (LEA) certification for each participating agency when submitting the original, or revised local plan Governance and Administration (Section B).

LEA

The LEA certifies the SELPA local plan has been adopted by the LEA/county local governing board(s) and is the basis for the operation and administration of special education programs. The LEA will meet all applicable requirements of special education state and federal laws and regulations, and state policies and procedures. Be it further resolved, the LEA superintendent shall administer the local implementation of policies, procedures, and practices in accordance with special education state and federal laws, rules, and regulations, which will ensure full compliance. The Superintendent certifies the LEA is participating in a:

- Single LEA SELPA
- Multi-LEA SELPA

This Governance and Administration was:

Adopted on the day of ,

Yeas Nays

The superintendent, or chief administrator of the LEA ensures the current local plan: Governance and Administration (Section B), Annual Budget Plan (Section D), and Annual Services Plan (Section E), including updates or revisions to Sections B, D, E, and/or Attachments, is posted on the LEA web site, is on file at each LEA, and is available to any interested party.

Web address where the SELPA local plan, including all sections, is posted.

LEA Superintendent/Chief Administrator

Date

Consent Item E.2.1.
 Prepared by Karl Christensen
 June 16, 2020

Approval/Ratification of Expenditure Warrants

BACKGROUND:

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

Commercial Warrants issued for the period of May 2020:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
0100 General	14-675557 TO 14-676261	\$374,603.99
0900	N/A	
1200	14-676282 TO 14-679922	\$4,015.00
1300	14-678016 TO 14-679903	\$29,978.62
1400	N/A	
2109	N/A	
2139 / 2108	14-678017 TO 14-676292	\$127,586.24
2518	14-676275 TO 14-673867	\$63,315.00
2538	14-679912 TO 14-676296	\$80,559.11
3500	N/A	
4000	14-678786	\$880.44
6300	14-679891 TO 14-673855	\$5,055.46
TOTAL:		\$685,993.86

Student Body Warrants issued for the period of May 2020:

\$2,240.03

Payroll Warrants issued for the period of May 2020:

<u>Fund #/Name</u>		<u>Amount</u>
01 00	01 00	\$5,434,716.30
12 00	12 00	\$17,562.69
13 00	13 00	\$98,224.07
14 00	14 00	\$0
25 18	25 18	\$2,957.28
63 00	63 00	\$160,699.13
		\$5,714,159.47

RECOMMENDATION:

It is recommended that the Board of Education approve the expenditure warrants for the month of May 2020 as presented.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$6,402,393.36 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of May 2020:

AMOUNT	LOCATION
\$ 1,825.44	SYCAMORE CANYON SCHOOL
\$ 7,954.96	PROSPECT AVENUE SCHOOL
\$ 1,987.33	CAJON PARK SCHOOL
\$ 1,101.24	CHET F HARRITT SCHOOL
\$ 447.99	CARLTON OAKS SCHOOL
\$ 4,370.64	RIO SECO SCHOOL
\$ 7,608.50	STATE PRE-SCHOOL
\$ 368.95	SUPERINTENDENT DEPT
\$ 6,142.57	BUSINESS SERVICES
\$ 2,820.75	EDUCATIONAL SERVICES
\$ 3,500.00	SPECIAL EDUCATION
\$ 3,906.21	EDUCATIONAL PROJECTS
\$ 2,207.56	PROJECT SAFE
\$ 919.22	OPERATIONS/CUSTODIAL
\$ 109.42	MAINTENANCE
\$ 6,840.78	TRANSPORTATION
\$10,358,450.21	FACILITIES MODERNIZATION
\$ 11,383.31	WAREHOUSE
\$ 652.42	MAINTENANCE
\$10,422,597.50	Grand Total

RECOMMENDATION:

Administration recommends approval of purchase orders #0000010139 through 0000010213 issued May 1, 2020 through May 31, 2020.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The fiscal impact of \$10,422,597.50 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

LOCATION LIST 2019-20

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

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

Fund Numbers

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

M = Monthly Blanket
 A = Annual Blanket
 L = Lottery

PURCHASE ORDER EXCEEDED BY 10%
FOR THE MONTH OF APRIL 2020

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
8460	7/2/2019	0100	CINTAS CORP	075	ANNUAL - UNIFORMS SERVICES - TRANS. DEPT	\$ 1,500.00
					INCREASED ANNUAL AMOUNT	\$ 500.00
					NEW TOTAL	\$ 2,000.00
8534	7/10/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR PEPPER DR.	\$ 600.00
					INCREASED ANNUAL AMOUNT	\$ 250.00
					NEW TOTAL	\$ 850.00
8535	7/11/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR TRANS. DEPT	\$ 225.00
					INCREASED ANNUAL AMOUNT	\$ 100.00
					NEW TOTAL	\$ 325.00
8535	7/11/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR CARLTON HILLS	\$ 625.00
					INCREASED ANNUAL AMOUNT	\$ 200.00
					NEW TOTAL	\$ 825.00
8535	7/11/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR CHET F. HARRITT	\$ 250.00
					INCREASED ANNUAL AMOUNT	\$ 125.00
					NEW TOTAL	\$ 375.00
8539	7/11/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR SYCAMORE CYN	\$ 350.00
					INCREASED ANNUAL AMOUNT	\$ 175.00
					NEW TOTAL	\$ 525.00
8560	7/11/2019	0100	SC FUELS	076	ANNUAL - UNLEADED FUEL - M&O VEHICLES	\$20,000.00
					INCREASED ANNUAL AMOUNT	\$ 5,000.00
					NEW TOTAL	\$25,000.00
8914	9/3/2019	0100	KYOCERA	008	ANNUAL - SUPPLIES FOR THE RISO COPIER	\$ 1,700.00
					INCREASED ANNUAL AMOUNT	\$ 400.00
					NEW TOTAL	\$ 2,100.00
10076	3/26/2020	0100	CAMEO PAPER & JANITORIAL	078	STORES ORDER FOR GLOVES	\$ 1,523.50
					PRICE INCREASE DUE TO COVID 19 SUPPLY SHORTAGES	\$ 401.50
					NEW TOTAL	\$ 1,925.00

**PURCHASE ORDER LISTING
MAY 2020
BY SITE**

PO Number	DATE	VENDOR	DESCRIPTION	FUND	AMOUNT	LOC	LOCATION
0000010189	5/27/2020	LEARNING A-Z	LICENSE RENEWAL - SC	0100	\$ 808.15	004	SYCAMORE CANYON SCH
0000010193	5/28/2020	MOBYMAX EDUCATION, LLC	LICENSE RENEWAL	0100	\$ 796.00	004	SYCAMORE CANYON SCH
0000010209	5/29/2020	DELL MARKETING L.P.	PRINTER - SC	0100	\$ 221.29	004	SYCAMORE CANYON SCH
			TOTAL		\$ 1,825.44	0	SYCAMORE CANYON SCH Total
0000010165	5/13/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 71.71	005	PROSPECT AVENUE SCH
0000010172	5/20/2020	AWARDS BY NAVAJO	AWARDS	0100	\$ 91.63	005	PROSPECT AVENUE SCH
0000010178	5/21/2020	TROXELL COMMUNICATIONS INC	HEADPHONES	0100	\$ 2,501.96	005	PROSPECT AVENUE SCH
0000010179	5/21/2020	APPLE INC	KEYBOARDS	0100	\$ 4,951.11	005	PROSPECT AVENUE SCH
0000010182	5/21/2020	AMAZON.COM	SUPPLIES	0100	\$ 192.56	005	PROSPECT AVENUE SCH
0000010196	5/28/2020	UNITED PARCEL SERVICE	SHIPPING COSTS	0100	\$ 145.99	005	PROSPECT AVENUE SCH
			TOTAL		\$ 7,954.96	0	PROSPECT AVENUE SCH Total
0000010170	5/19/2020	CASE ENTERPRISES, INC	AWARDS	0100	\$ 338.22	006	CAJON PARK SCHOOL
0000010197	5/28/2020	MAINTEX INC	CUSTODIAL SUPPLIES - CP	0100	\$ 375.03	006	CAJON PARK SCHOOL
0000010199	5/28/2020	MAINTEX INC	CUSTODIAL SUPPLIES	0100	\$ 855.32	006	CAJON PARK SCHOOL
0000010210	5/29/2020	AMAZON.COM	SUPPLIES	0100	\$ 247.46	006	CAJON PARK SCHOOL
0000010211	5/29/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 129.29	006	CAJON PARK SCHOOL
0000010212	5/29/2020	AMAZON.COM	HEALTH OFFICE SUPPLIES	0100	\$ 42.01	006	CAJON PARK SCHOOL
			TOTAL		\$ 1,987.33	0	CAJON PARK SCHOOL Total
0000010151	5/6/2020	SUPERIOR READY MIX CONCRETE	CONCRETE SUPPLIES	2139	\$ 1,101.24	007	CHET F HARRITT SCH
			TOTAL		\$ 1,101.24	0	CHET F HARRITT SCH Total
0000010180	5/21/2020	AMAZON.COM	SUPPLIES	0100	\$ 27.99	008	CARLTON OAKS SCHOOL
0000010195	5/28/2020	CAJON VALLEY UNION SCHOOL	YARD SIGNS	0100	\$ 420.00	008	CARLTON OAKS SCHOOL
			TOTAL		\$ 447.99	0	CARLTON OAKS SCHOOL Total
0000010149	5/6/2020	NEARPOD INC	LICENSES	0100	\$ 2,500.00	009	RIO SECO SCHOOL
0000010168	5/19/2020	LEARNING A-Z	CLASSROOM SUPPLIES	0100	\$ 1,479.80	009	RIO SECO SCHOOL
0000010169	5/19/2020	MAINTEX INC	CUSTODIAL SUPPLIES	0100	\$ 390.84	009	RIO SECO SCHOOL
			TOTAL		\$ 4,370.64	0	RIO SECO SCHOOL Total
0000010166	5/14/2020	PLAY WITH A PURPOSE	PLAY EQUIP - STATE PRESCHOOL	1200	\$ 7,608.50	012	STATE PRE-SCHOOL
			TOTAL		\$ 7,608.50	0	STATE PRE-SCHOOL Total
0000010165	5/13/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 98.17	062	SUPERINTENDENT DEPT
0000010188	5/27/2020	AT&T TELECONFERENCE SERVICES	CONFERENCE CALLS	0100	\$ 270.78	062	SUPERINTENDENT DEPT
			TOTAL		\$ 368.95	0	SUPERINTENDENT DEPT Total
0000010160	5/7/2020	SOUTHWEST SCHOOL SUPPLY	EMERG. SUPPLIES - THERMOMETERS	0100	\$ 1,171.78	064	BUSINESS SERVICES
0000010164	5/12/2020	DAILY JOURNAL CORPORATION	LEGAL AD - PUBLIC HEARING	0100	\$ 41.60	064	BUSINESS SERVICES
0000010171	5/19/2020	FEDERAL EXPRESS CORPORATION	OVERNIGHT MAIL SVCS	0100	\$ 57.39	064	BUSINESS SERVICES
0000010175	5/21/2020	DELL MARKETING L.P.	PRINTER	0100	\$ 221.29	064	BUSINESS SERVICES
0000010192	5/28/2020	DoDEA HQ	REIMBURSEMENT - DODEA	0100	\$ 125.00	064	BUSINESS SERVICES
0000010213	5/29/2020	MAINTEX INC	COVID 19 SUPPLIES	0100	\$ 4,525.51	064	BUSINESS SERVICES
			TOTAL		\$ 6,142.57	0	BUSINESS SERVICES Total
0000010139	5/4/2020	LENOVO (UNITED STATES) INC.	LAPTOPS - ERC	0100	\$ 2,282.00	066	EDUCATIONAL SERVICES
0000010156	5/7/2020	DATA BLOCKS	ANNUAL LICENSES	0100	\$ 538.75	066	EDUCATIONAL SERVICES
			TOTAL		\$ 2,820.75	0	EDUCATIONAL SERVICES Total
0000010173	5/21/2020	STORMS, LLC	SETTLEMENT	0100	\$ 3,500.00	067	SPECIAL EDUCATION
			TOTAL		\$ 3,500.00	0	SPECIAL EDUCATION Total
0000010184	5/26/2020	AMAZON.COM	CLASSROOM MATERIALS	0100	\$ 2,263.02	068	EDUCATIONAL PROJECTS

0000010185	5/26/2020	STENHOUSE PUBLISHERS	CLASSROOM MATERIALS	0100	\$	1,643.19	068	EDUCATIONAL PROJECTS
				TOTAL	\$	3,906.21	0	EDUCATIONAL PROJECTS Total
0000010165	5/13/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	6300	\$	54.67	072	PROJECT SAFE
0000010183	5/22/2020	CITI CARDS /	SUPPLIES	0100	\$	333.98	072	PROJECT SAFE
0000010183	5/22/2020	CITI CARDS /	SUPPLIES	6300	\$	821.96	072	PROJECT SAFE
0000010190	5/27/2020	DELL MARKETING L.P.	TONER - OST	0100	\$	126.92	072	PROJECT SAFE
0000010194	5/28/2020	ADVERTISING EDGE INC	SUPPLIES	0100	\$	137.53	072	PROJECT SAFE
0000010194	5/28/2020	ADVERTISING EDGE INC	SUPPLIES	6300	\$	732.50	072	PROJECT SAFE
				TOTAL	\$	2,207.56	0	PROJECT SAFE Total
0000010162	5/7/2020	LOWE'S STORE #1661	CUSTODIAL EQUIPMENT	0100	\$	919.22	074	OPERATIONS/CUSTODIAL
				TOTAL	\$	919.22	0	OPERATIONS/CUSTODIAL Total
0000010191	5/27/2020	AMAZON.COM	SUPPLIES FOR M&O	0100	\$	109.42	075	MAINTENANCE
				TOTAL	\$	109.42	0	MAINTENANCE Total
0000010142	5/5/2020	DION INTERNATIONAL TRUCKS LLC	SUPPLIES FOR REPAIRS	0100	\$	765.77	076	TRANSPORTATION
0000010143	5/5/2020	PENSKE FORD	PARTS FOR REPAIRS	0100	\$	51.74	076	TRANSPORTATION
0000010144	5/5/2020	BETTY'S UPHOLSTERY	UPHOLSTERY REPAIRS	0100	\$	225.00	076	TRANSPORTATION
0000010145	5/5/2020	BORDER TIRE	TIRES	0100	\$	2,185.76	076	TRANSPORTATION
0000010146	5/5/2020	ZONAR SYSTEMS	SUPPLIES FOR BUSES	0100	\$	229.75	076	TRANSPORTATION
0000010147	5/5/2020	O'REILLY AUTO PARTS	SUPPLIES FOR REPAIRS	0100	\$	1,139.46	076	TRANSPORTATION
0000010150	5/6/2020	CUSTOM AUTO WRAP	VEHICLE SIGNS	0100	\$	106.67	076	TRANSPORTATION
0000010176	5/21/2020	O'REILLY AUTO PARTS	PARTS FOR REPAIRS	0100	\$	737.32	076	TRANSPORTATION
0000010177	5/21/2020	INTERSTATE BATTERY OF SAN DIEGO INC	PARTS FOR REPAIRS	0100	\$	279.89	076	TRANSPORTATION
0000010207	5/29/2020	O'REILLY AUTO PARTS	PARTS FOR REPAIRS	0100	\$	27.98	076	TRANSPORTATION
0000010208	5/29/2020	BORDER TIRE	TIRES	0100	\$	1,091.44	076	TRANSPORTATION
				TOTAL	\$	6,840.78	0	TRANSPORTATION Total
0000010148	5/5/2020	WASTE MANAGEMENT OF EL CAJON -	REFUSE REMOVAL - CFH CIP PROJ.	2538	\$	327.11	077	FACILITIES MODERNIZATION
0000010152	5/6/2020	BALFOUR BEATTY CONSTRUCTION.	MAIN CONTRACTOR - PA LRC	2538	\$	4,472,010.00	077	FACILITIES MODERNIZATION
0000010153	5/6/2020	BALFOUR BEATTY CONSTRUCTION.	MAIN CONTRACTOR - SC LRC	2538	\$	5,431,942.00	077	FACILITIES MODERNIZATION
0000010154	5/6/2020	NINYO & MOORE	SP. INSP. SVCS - PA	2538	\$	75,168.00	077	FACILITIES MODERNIZATION
0000010155	5/6/2020	NINYO & MOORE	SP INS SVCS-LRC/MOD ADD'N-SC	2538	\$	109,478.00	077	FACILITIES MODERNIZATION
0000010157	5/7/2020	ABILITY PLUMBING SERVICE & REPAIR	PLUMBING SERVICES - CO ONSITE	0100	\$	360.67	077	FACILITIES MODERNIZATION
0000010158	5/7/2020	ATC DESIGN GROUP	EASEMENT SURVEY - CFH	2139	\$	1,750.00	077	FACILITIES MODERNIZATION
0000010159	5/7/2020	CLASS LEASING, LLC	MODULAR BLDG - CFH	2139	\$	213,597.00	077	FACILITIES MODERNIZATION
0000010161	5/7/2020	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES	2139	\$	547.62	077	FACILITIES MODERNIZATION
0000010163	5/11/2020	DAVE BANG ASSOCIATES INC	SUPPLIES - RELOCATE PLAY EQUIP	2538	\$	9,530.89	077	FACILITIES MODERNIZATION
0000010167	5/14/2020	GB'S FENCE COMPANY	FENCING - CFH CIP	2139	\$	1,520.00	077	FACILITIES MODERNIZATION
0000010181	5/21/2020	SALAS O'BRIEN	COMMISSIONING AGENT	2139	\$	16,000.00	077	FACILITIES MODERNIZATION
0000010181	5/21/2020	SALAS O'BRIEN	COMMISSIONING AGENT	2538	\$	11,700.00	077	FACILITIES MODERNIZATION
0000010181	5/21/2020	SALAS O'BRIEN	COMMISSIONING AGENT	2538	\$	11,700.00	077	FACILITIES MODERNIZATION
0000010186	5/26/2020	PADRE DAM MUNICIPAL WATER	CFH EXPANSION	2139	\$	2,818.92	077	FACILITIES MODERNIZATION
				TOTAL	\$	10,358,450.21	0	FACILITIES MODERNIZATION Total
0000010141	5/5/2020	PITNEY BOWES - SUPPLIES	SUPPLIES FOR DIST MAIL MACHINE	0100	\$	265.56	078	WAREHOUSE
0000010187	5/26/2020	MAINTEX INC	INVENTORY REPLENISHMENT	0100	\$	2,819.95	078	WAREHOUSE
0000010198	5/28/2020	SUPPLY SOLUTIONS	INVENTORY REPLENISHMENT	0100	\$	651.67	078	WAREHOUSE
0000010200	5/28/2020	MAINTEX INC	INVENTORY REPLENISHMENT	0100	\$	1,906.11	078	WAREHOUSE
0000010201	5/28/2020	MISSION JANITORIAL SUPPLIES	INVENTORY REPLENISHMENT	0100	\$	1,327.48	078	WAREHOUSE
0000010202	5/28/2020	OFFICE DEPOT INC	INVENTORY REPLENISHMENT	0100	\$	826.78	078	WAREHOUSE
0000010204	5/28/2020	PADRE JANITORIAL SUPPLY	INVENTORY REPLENISHMENT	0100	\$	139.81	078	WAREHOUSE
0000010205	5/28/2020	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100	\$	878.73	078	WAREHOUSE
0000010206	5/28/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	\$	2,567.22	078	WAREHOUSE

0000010140 5/4/2020 WHITE CAP/HD SUPPLY
0000010174 5/21/2020 WESTERN FIRE PROTECTION, INC.

GROUNDS EQUIP. SUPPLIES
REPAIR SERVICES

TOTAL	\$	11,383.31	0	WAREHOUSE Total
	0100	\$ 252.42	080	MAINTENANCE
	0100	\$ 400.00	080	MAINTENANCE
TOTAL	\$	652.42	0	MAINTENANCE Total
		\$10,422,597.50	0	Grand Total

Consent Item E.2.3. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
June 16, 2020

BACKGROUND:

The Revolving Cash Fund of \$20,000 is used for prompt payment to vendors and saves the costs associated with processing payments of small amounts through the County Superintendent of Schools. The attached report of numerical listings by check number include the issue date, name of payee, a general description of items purchased, and the amount of the check.

RECOMMENDATION:

It is recommended that the Board of Education approve check #22674 on the \$20,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$2,819.55 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.3.

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

Date	Number	Name	Memo	Amount
05/29/20	22674	Padre Dam Municipal Water District	Chet Harritt Expansion	2,818.92

Total Checks Written	\$2,818.92
May 2020 bank fee	\$0.63
Reimbursed by SDCOE	

Total to be Reimbursed	\$2,819.55
------------------------	------------

Total to Deduct from Future Reimbursement	
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Consent Item E.2.4. Acceptance of Donations, Grants, and Bequests
 Prepared by Karl Christensen
 June 16, 2020

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Received From</i>	<i>Designated For Use At</i>
DONATIONS			
Funds for Bus for Board Student Recognition Awards	\$100.00	Marsi Sampson	Districtwide
GRANTS			
(None)			
BEQUESTS			
(None)			
TOTAL RECEIVED	\$100.00		

RECOMMENDATION:

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

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.4.

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	Date(s) of Service	Amount	Funding
SDSU Cognitively Guided Instruction Professional Development Collaborative	CGI Mathematics Professional Learning Experiences	7/27/2020 – 5/31/2021	\$49,280.00 (four sets of trainings)	Low Performance Grant Funds
Educare Foundation	Professional Development for OST Programs	10/11/2019	\$955.34	Out-of-School Time Program

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify agreement(s) 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 E.2.6.
 Prepared by Karl Christensen
 June 16, 2020

Adoption of Resolution No. 1920-38 Designating Use
 of Education Protection Account Funds for 2019-20

BACKGROUND:

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state’s sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The revenues generated by Proposition 30 were instrumental in avoiding further cuts to State Aid for K-14 public education but did not provide additional revenue for school districts.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount, which includes charter school general purpose funding. A corresponding reduction is made to an LEA’s revenue limit or charter school general purpose state aid equal to the amount of their EPA entitlement.

Proposition 30 specifies that EPA funds may not be used for salaries and benefits of administrators or any other administrative costs.

In accordance with the provisions of Proposition 30, each LEA must hold a public hearing signifying the use of EPA funds.

The District estimates that it will receive \$7,918,199 in EPA funds for the 2020-21 fiscal year. Since certificated non-management teacher salaries represent the largest portion of the District’s unrestricted general fund budget, the District has determined to expend the EPA funds on this expenditure category as more fully described below:

Description	Fiscal Year:	2020-21	
	Estimate as of:	Adopted Budget	
		Sources	Uses
Estimated Total LCFF Funding		54,351,116	
Less: Estimated Property Tax Funded Portion of LCFF Funding		16,210,585	
Estimated Total State Aid Portion of LCFF Funding		38,140,531	
Less: Estimated Amount to be Received from Education Protection Account		7,918,199	
Difference		30,222,332	
Total Unrestricted Certificated Teacher Salaries (Object 1100-000, Function 1000)			20,843,497
Less: Amount to be paid from Education Protection Account Proceeds			7,918,199
Amount to be paid from other Unrestricted General Fund Sources			12,925,298

RECOMMENDATION:

It is recommend that the Board of Education adopt Resolution No. 1920-38 designating Use of Education Protection Account funds for 2020-21 to pay a portion of unrestricted certificated teacher salaries.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The fiscal impact is \$7,918,199 in EPA funds offset by a commensurate reduction in LCFF State Aid.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.6.

**RESOLUTION NO. 1920-38 REGARDING USE OF THE EDUCATION
PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Santee School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santee School District has determined to spend the monies received from the Education Protection Act for a portion of unrestricted certificated teacher salaries in Function Code 1100.

DATED: June 16, 2020.

Dustin Burns, President
Board of Education

Barbara Ryan, Vice President
Board of Education

Elana Levens-Craig, Clerk
Board of Education

Dianne El-Hajj, Member
Board of Education

Ken Fox, Member
Board of Education

Consent Item E.2.7.
Prepared by Karl Christensen
June 16, 2020

Adoption of Resolution No. 1920-39 of the Santee School District Board of Education Authorizing the Transfer of Budgetary Funds Between Expenditure Classifications After June 30, 2020 for the 2019-20 Fiscal Year

BACKGROUND:

Education Code 42600(a) requires that the total amount budgeted for each expenditure object classification be the maximum expended for that classification. Education Code 42601(a) allows for governing board approved transfers after June 30 as a routine element of the year-end close process as necessary to permit the payment of obligations of the district incurred during that school year.

This resolution authorizes the Superintendent or designee to transfer budgetary funds between object classifications in order to complete the closing process and not over-expend in any classification.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1920-39 of the Santee School District Board of Education Authorizing the Transfer of Budgetary Funds Between Expenditure Classifications After June 30, 2020 for the 2019-20 fiscal year.

This recommendation supports the following District goal(s):

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:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.7.

RESOLUTION NO. 1920-39 OF THE SANTEE SCHOOL
DISTRICT BOARD OF EDUCATION AUTHORIZING
THE TRANSFER OF BUDGETARY FUNDS BETWEEN
EXPENDITURE CLASSIFICATIONS AFTER
JUNE 30, 2020 FOR THE 2019-20 FISCAL YEAR

WHEREAS, Education Code §42600(a) provides that the total amount budgeted as the proposed expenditure of the school district for each major classification listed in the approved district budget forms prescribed by the Superintendent of Public Instruction shall be the maximum amount that may be expended for that classification for the school year; and

WHEREAS, transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications at any time by written resolution of the Board of Education, when approved by the County Superintendent of Schools and filed with the County Auditor; and

WHEREAS, Education Code §42601(a) allows for such governing board approved transfers after June 30 as a routine element of the year-end close process as necessary to permit the payment of obligations of the district incurred during that school year.

NOW, THEREFORE, BE IT RESOLVED that the Santee School District Board of Education authorizes the Superintendent or her designee to make necessary changes to the budget after June 30, 2020 .

PASSED AND ADOPTED this 16th day of June, 2020, by the Board of Education of the Santee School District at Santee, California, San Diego County, by the following vote:

AYES:	MEMBERS:
NOES:	MEMBERS:
ABSENT:	MEMBERS:

I, Elana Levins-Craig, Clerk of the Board of Education of the Santee School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said board at a meeting thereof, by the vote therein stated, which original resolution is on file in the office of said board

Elana Levins-Craig, Clerk
Board of Education.

Date

Consent Item E.2.8.
Prepared by Karl Christensen
June 16, 2020

Appointment of a Member to the Independent Citizen's
Oversight Committee

BACKGROUND:

With passage of Measure S and a resolution to issue General Obligation Bonds, the District constituted and convened the Citizen's Oversight Committee to oversee expenditure of bond funds. In Santee, this committee is known as the Independent Citizen's Oversight Committee or ICOC.

The ICOC bylaws contemplate that the committee would consist of a minimum of seven (7) members. However, initial recruiting efforts only resulted in the submittal of four applications. All of these applicants were appointed.

After the first meeting, one of the members moved out of state and, therefore, resigned. The District continues efforts to recruit potential members. One application was recently received from a parent, Corrine Reed.

RECOMMENDATION:

It is recommended that the Board of Education appoint Corrine Reed to serve on the District's Independent Citizen's Oversight Committee.

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:

\$15.37 million in General Obligation Bond proceeds to oversee.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.8.

Consent Item E.3.1.

Adoption of the Local Control Accountability Plan (LCAP) COVID-19 Operations Written Report for 2019-20

Prepared by Dr. Stephanie Pierce
June 16, 2020

BACKGROUND:

Given the uncertainties caused by the COVID-19 pandemic and the impact California's response has had on local educational agency's (LEA's) ability to meaningfully engage with stakeholders, Executive Order N-56-20 was issued on April 22, 2020. This Executive Order extends the deadline for the 2020-21 LCAP to December 15, 2020, which will include the Budget Overview for Parents. Furthermore, this Executive Order delays the adoption of the three-year LCAP until 2021-22. The Executive Order also established a reporting requirement to provide an overview of changes to program offerings that LEAs are making in response to the COVID-19 outbreak, the major impacts on students and families, and how the LEA is meeting the needs of unduplicated count students.

The reporting will be made through the LCAP COVID-19 **Operations Written Report** and must include steps LEAs have taken regarding the following areas:

- Changes to Program offerings
- Meeting the Needs of English Learner, Foster Youth, and Low-Income Students
- Delivering High-Quality Distance Learning Opportunities
- Providing School Meals/Maintaining Social Distancing Practices
- Supervision of Students During Ordinary School Hours

The draft LCAP COVID-19 Operations Written Report for 2019-20 is available for review at www.santeesd.net, under the District's homepage.

RECOMMENDATION:

Administration recommends the Board of Education adopt the Local Control Accountability Plan COVID-19 Operations Written Report 2019-20.

This recommendation supports the following District goals:

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

- 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:

Unknown at this time.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

COVID-19 Operations Written Report for Santee School District

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Santee School District	Dr. Stephanie Pierce Assistant Superintendent Educational Services	stephanie.pierce@santeesd.net 619-258-2351	06/16/2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

On March 13th, San Diego County's shelter-in-place order suddenly changed the lives of thousands of families in the Santee School District. In consultation with the County Office of Education, other San Diego County school districts, and the County Health Department, the district closed its nine schools and began transitioning to distance learning. We did offer transition childcare for two days on March 16th and 17th to support families and give them time to make alternative arrangements for the care of their children. For the first week of the closure, our child nutrition department and central office leaders distributed meals, instructional staff developed distance learning expectations, and the district distributed iPads to students who did not have them at home using drive-through service. We surveyed families right away to determine whether they had access to internet, ordered hotspots to support any families without connectivity, and partnered with Cox to offer no or low-cost internet. By the second week, distance learning began and printed materials were made available to support all learners. The third week started the two-week Spring break. Immediately after break, the district began adjusting its grading policy and tracking students' distance learning engagement. An administrator was assigned to contact any families from whom we were not receiving response. The administrator set up support systems for these families to make sure they had all the tools needed to participate and fully engage. It was important from the beginning for us to approach this work through an equity lens.

Planning for school closures had already been ongoing for weeks prior to the actual closure—beginning as early as late February. When the first communication about COVID-19 within the Santee community circulated, the district started experiencing a significant increase in requests for students to be on independent study contracts.

As they designed their COVID-19 response, Santee administrators considered the many barriers to distance learning facing their highest need students and parents. As an educational community, we believe the most important thing to do was to develop policies, procedures, and processes with an equity lens in mind and to best support our families as partners in education. It has been essential to build a strong relationship with our families throughout this crisis. We have seen a large increase in families accessing our Facebook posts for information and in visits to our website.

Santee School District is managing a delicate balance of addressing urgent needs while planning for the future when school resumes. We have many decisions to make as we move into the future and determine how best to resume school while keeping staff and students safe. It will be important to involve our students and families as we navigate our next steps during this crisis. One note of hope: district administrators believe their efforts to reach out to families now will benefit the community long into the future.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Every child in the district has an iPad device assigned to them for distance learning. We have also provided differentiated curriculum both digitally and in printed form to reinforce skills as part of our District Learning Continuity Plan. For our English Learner students, we have provided some language acquisition apps to reinforce English language practice and we have a comprehensive ELA curriculum with lessons for integrated ELD support that teachers are using. We also have curriculum to differentiate lessons for students based on their instructional level. The Technology Department has arranged for hotspots or internet access for all students, especially to foster youth and low-income students.

Parents and caregivers are encouraged to participate in weekly parent education sessions, such as “Coffee with the Counselor”, on topics to support parenting and family management. Our Counselors/Social Worker reach out to families of students who are not engaged at school, as well as families on their caseload before school closure, to offer additional community resources when necessary. Wellness Check home visits have been conducted for all students not responding to emails, calls, or text messages. During the home visits, families who needed support with access to internet were identified and supported with getting internet through local internet providers with free or low-cost plans. Other parents were communicated with about how school learning is continuing even during the physical closing of the school.

To further support English Learner, foster youth, and low-income students, we have ensured that families have access to information in multiple languages for distance learning and preventative measures for protecting their families. We have surveyed families to determine the best way to communicate with them through phone calls, text, and emails. We have also used built-in networks for support to locate homeless families and children in order to account for every child within the district. If a teacher, principal, or parent reports a student experiencing any anxiety, our counselors provide support or prepare referrals for higher levels of service to support the family. We have encouraged and shared practices to set up daily routines for students at home that mirror the school day as best as possible. We are providing meals for seven days a week, for both breakfast and lunch, two locations for food pick by car or walking to support our unduplicated count students. We have also provided childcare for essential workers and first responders and help families find care for their children if they are working.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Santee School District has provided multiple pathways for students to access learning throughout the school closures. We have been creating instructional continuity plans (ICPs) for all students in grades PK-8. These ICPs span all content areas and are updated on a

biweekly basis. The ICPs are accessed on the Santee School District website and there is also an ICP that is printed and available for pick up at the school district office. Teachers are providing lessons and assignments through a Learning Management System (LMS). Most teachers are using either Seesaw or Google Classroom as their LMS. Teachers are also checking in with students through phone calls, texts, and emails and use Zoom and Microsoft Office Teams to provide face to face experiences such as direct instruction, read-alouds, and guided instructional practice.

Since the shift to a remote learning model, Santee's staff members have continued to offer high quality instruction and support to their students through ongoing communication using a combination of learning management systems, email, phone contact, live video, posted digital learning resources, and printed materials. Communication with families supporting our students has been critical as they have become, in the truest sense of the word, partners in educating their child like never before.

District staff members created a robust parent and staff support Website which includes a substantial quantity of standards-aligned lessons in all core subject-matter areas for all students; pre-kindergarten through eighth grade. These materials have been designed for use in two-week increments, with new resources added throughout the remainder of the school year. For ease of use, one click access to these materials was made available on all district-issued 1:1 devices. Printed versions of these learning resources have also been made available for pick up by parents.

District personnel provided professional learning for teachers and support staff in the transition to a distance learning model. Topics have included the basic and advanced use of a learning management system, use of live video conferencing with students, creating screencasts, use of core digital learning platforms, as well as the use of new platforms teachers and students are using during remote learning. These topics are covered using step by step online tutorials and live video-conferencing sessions. Most of these learning sessions have been hosted by district personnel, but many were offered in coordination with key learning partners such as Microsoft, Lexia, and Curriculum and Associates. We have also made these training sessions available for parents by posting on our website in a recorded format.

To ensure equity of access, our technology department set up distribution centers for parents whose children had left their 1:1 device at school. In addition, parents needing high-speed Internet connectivity were supported in signing up for free/reduced cost service or were provided with a WIFI hotspot. Technology personnel continue to offer technical support to teachers and added a system to provide at home technology support for students and parents. Parents submit a technology support form and someone from our technology team works with the family to address the technology issue.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

On March 16, 2020 the District's Child Nutrition Department began serving breakfast and lunch to the community at our Central Kitchen location using a drive-thru methodology. The first day we served breakfast and lunch to approximately 450 students. The second day the number served doubled to over 800 and the number continues to steadily increase. On April 6, 2020, we opened an additional feeding site at PRIDE Academy where we now feed between 250 and 300 additional breakfasts and lunches. On April 23, 2020 we began adding weekend meals. On Thursday of each week we provide breakfast and lunch meals for Thursday through Sunday. Our numbers have increased on

those days to approximately 1,400 for each day at the central site and 450 at PRIDE Academy. This brings our weekly total to approximately 36,000 breakfasts and lunches per week. Starting May 11 we will begin providing supper and snack, in addition to breakfast and lunch, to 300 to 400 families per day.

Using our central kitchen and the multipurpose room at PRIDE Academy to package meals has made it possible to adhere to social distancing requirements. Each staff person has their own 6 foot rectangular table for packaging meals in lunch sacks. Meals are distributed using a drive-thru method. Staff places the bags on a cart and pushes it to the car window while standing back. The driver picks up the bags and goes on their way. The parents and community regularly express appreciation and gratitude for the positive attitudes of the servers and the availability of healthy meals for their children.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

In response to Executive Order N-56-20, childcare is being offered from 6:30 am – 6:00 pm; Monday-Friday to cover traditional school hours and more. This care is currently provided for essential workers, which includes first responders, health care and grocery workers. We will expand as necessary, based on future orders. Parents were sent a survey describing the guidelines for Emergency Care and we enroll students based on the surveys. As a parent-pay program, parents are alerted to the cost of full-day care along with the availability of vouchers to pay for the care and directions on how to apply.

All Health Order guidelines are being followed including maintaining a ratio of 1:10, which changed to 1:12 as of May 10th; social distancing of 6'; wellness checks, including taking temperatures of all children and staff as they arrive; use of personal protective equipment (PPE) for all staff; careful monitoring of hand-washing; staff-monitored use of hand-sanitizer when needed; stable groups each week; and inclusion of Distance Learning time along with coordination with the classroom teacher.

Each student has been issued their own dedicated supplies and space while inside. In the afternoon, a more traditional afterschool program is in place, except that each child has dedicated items with which they may play. They also participate in arts & crafts, STEM activities, experiential learning, and a variety of games always adhering to current health orders.

We work closely with the school custodians to make sure that rooms and supplies are sanitized and disinfected each evening after children and staff leave. We also work with the Child Nutrition Services department to provide pre-packaged lunches for each student and meals for the weekend. Staff who work with the children are kept up-to-date on any changes in health orders along with guidance for compliance.

As the end of the traditional school year arrives, we will transition to our summer camp program. This includes a Summer Supplemental Program using Expanded Learning grant funding along with a parent-pay program. We will continue to operate under local Health Orders and any subsequent Executive Orders.

Consent Item E.3.2.

Approval of 2020-2025 Affiliation Agreement
with University of San Diego

Prepared by Dr. Stephanie Pierce
June 16, 2020.

BACKGROUND:

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers, counselors and education administrators. Santee School District has received an Affiliation Agreement with the University of San Diego for this purpose. The terms of the agreement shall commence on July 1, 2020 and continue through June 30, 2025.

RECOMMENDATION:

Administration recommends that the proposed Affiliation Agreement with the University of San Diego for teacher education fieldwork be approved by the Board of Education.

This recommendation supports the following District goal:

- Implement a staff development plan as the cornerstone of employee performance and growth.

FISCAL IMPACT:

The University of San Diego shall pay the District for field laboratory classroom placement of student teachers at the rate of \$200 for each full-time student teacher. This amount is designated to the Master Teacher.

STUDENT ACHIEVEMENT IMPACT:

This agreement supports student learning by placing a student teacher in the classroom for directed teaching and provides students with an additional instructional resource.

Motion: _____ Second: _____ Vote: _____ Agenda Item E.3.2.



Department of Counseling &
Marital and Family Therapy
Mother Rosalie Hill Hall 215
5998 Alcalá Park
San Diego, CA 92116-2492
P: (619) 260-7441
F: (619) 849-8125

**University of San Diego
School of Leadership and Education Sciences**

Affiliation Agreement

This **Affiliation Agreement** (“Agreement”) is entered into by and between the University of San Diego (“USD”) School of Leadership and Education Sciences (SOLES) and the Santee School District (the “Site”).

WHEREAS, USD is a non-profit institution of higher education; and

WHEREAS, the School of Leadership and Education Sciences (“SOLES”), a school within USD, conducts a variety of programs at the undergraduate, master’s and doctoral levels in learning and teaching, counseling and education administration, among other areas. USD desires to obtain teaching, counseling and education administration field experience for its enrolled students (the “USD students”); and

WHEREAS, the Site recognizes the need for and desires to aid in the professional development of the USD students, and is willing to make its employees and premises available for such purposes;

NOW, THEREFORE, for good and valuable consideration, USD and the Site agree as follows:

1. **Term.** The term of this Agreement shall begin on July 1, 2020, and end on June 30, 2025 unless terminated earlier pursuant to Paragraph 4 below. This Agreement may be extended or renewed only in writing signed by authorized representatives of USD and the Site.
2. **USD Responsibilities.**
 - a. USD will determine the eligibility of its students to participate in the program with the Site established under this Agreement.
 - b. USD will assign students to the Site.
 - c. USD will monitor and evaluate the progress of each USD student assigned to the Site.

- d. USD will determine the number of semester units provided to each USD student as a result of participation in the program described under this Agreement.
 - e. USD students who are assigned to the Site under this Agreement shall not be considered agents or employees of the Site.
 - f. USD will pay a sum of \$200 for each full-time student teacher assigned to the District under this Agreement, representing compensation paid by the District to the assigned Master Teacher. If a student's assignment ends prematurely for any reason, USD shall make the payment in full, except that if the assignment ends before at least half of the originally contemplated assignment is completed. USD shall make the payment on a pro rata basis. The payment will be made directly to the District. The District employee is and shall at all times be considered an employee of the District and not of USD.
3. **Site Responsibilities.**
- a. The Site will provide educational learning experiences that are planned, organized and administered by qualified staff. The educational assignments provided by the Site shall be designed to facilitate the USD student's professional growth.
 - b. The Site will provide to each assigned USD student teaching, counseling or education administration experience either through observation and participation or directed teaching, counseling or education administration experience. Each USD student assigned to the Site will be given the opportunity to actively participate in the duties and functions associated with classroom teaching or administration.
 - c. The Site will assign one or more of its employees to supervise and instruct each USD student assigned to the Site. The supervising Site employee must hold valid credentials issued by the State Board of Education authorizing the supervising Site employee to serve as a classroom teacher, counselor or administrator in the school in which the USD student is assigned.
 - d. For good cause shown, the Site may refuse to accept a USD student assigned to it. Similarly, for good cause shown, the Site may request that a USD student assigned to it be withdrawn from the program, and USD will comply with the request. The Site will notify USD in writing of a decision not to accept a USD student or to request that a USD student be withdrawn from the program. The written notice will describe the basis for the decision or request. If USD does not agree with the District's refusal to accept a student or request for withdrawal of a student, USD will provide the Site with a written statement setting forth

the basis for the disagreement within ten (10) working days of its receipt of the District's written notice.

- e. The Site will ensure that the USD student does not replace or substitute for any Site employee, and that the USD student does not perform any of the duties normally performed by an employee for the District, except those duties that are part of the training and performed by the student under the supervision of a Site employee.
4. **Termination.** Either party shall have the right to terminate this Agreement at any time and for any reason with thirty (30) days' advance written notice to the other. Notwithstanding the foregoing, the parties agree that any USD student participating in a teaching or administration experience shall be permitted to complete the semester during which such termination of Agreement occurs.
 5. **FERPA.** The Site understands that the educational records of the USD student assigned to the Site are protected by the Family Educational Rights and Privacy Act (FERPA). The parties agree to comply with the requirements of FERPA. As a result of this Agreement, the Site is considered to be a school official of USD. The Site agrees to protect the privacy of educational records concerning any USD student assigned to the Site under this Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of USD who have a legitimate educational interest in the records.
 6. **Commitment to Non-Discrimination.** USD and the Site shall not discriminate in the selection of, acceptance of, or participation by any USD student in any program or services offered under this Agreement on the basis of the student's race, color, national origin, religion, sex, sexual orientation, disability, or any other characteristic protected by federal, state or local law.
 7. **Indemnification.**
 - a. The Site agrees to defend, indemnify and hold USD and its employees, students and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including without limitation attorneys' fees, arising out of or in any way related to the alleged negligent or willful acts or omissions of the Site or any of its employees or agents in connection with the performance of this Agreement, including without limitation employment-related claims made by a Site employee or agent, as well as claims arising out of or relating to the District's refusal to accept an assigned student or the District's request that an assigned student be withdrawn from the program.

- b. USD agrees to defend, indemnify and hold the Site and its employees harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including without limitation attorneys' fees, arising out of or in any way related to the alleged negligent or willful acts or omissions of USD or any of its employees or students in connection with the performance of this Agreement.
8. **Insurance.**
- a. At all times during the term of this Agreement, the Site will maintain the following types and levels of insurance for its employees and agents who perform any services to fulfill the District's responsibilities under this Agreement: Commercial general liability insurance, workers' compensation insurance, and applicable errors and omissions liability insurance, each with a limit in an amount not less than \$1,000,000 per occurrence.
- b. At all times during the term of this Agreement, USD will maintain the following types and levels of insurance for its employees and agents who perform any services to fulfill USD's responsibilities under this Agreement: Commercial general liability insurance, workers' compensation insurance, and applicable errors and omissions liability insurance, each with a limit in an amount not less than \$1,000,000 per occurrence. USD will maintain professional liability insurance for its students who are assigned to The Site under this Agreement with a limit in an amount not less than \$1,000,000 per occurrence.
- c. Proof of the required insurance under this Agreement shall be provided by one party to the other upon request. Either party will provide the other with at least thirty (30) days' advance written notice before cancellation or any reduction or material change in coverage.
9. **Use of USD's Trademarks and Logos.** The Site shall not use USD's trademarks, logos or insignia, or otherwise identify USD in any form of publicity, disclosure or sale without the advance written permission of USD.
10. **Independent Contractor.** It is expressly understood and agreed that, in the performance of the activities contemplated by this Agreement, the parties and their employees and agents will at all times act as independent contractors of one another, and not as employees or agents of one another. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party. In no event will either party be liable for the debts or obligations of the other party, except as specifically provided herein.

11. **Entire Agreement.** The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to them and that this Agreement contains the full and entire agreement between and among the parties relating to the subject matter herein, and that the terms of this Agreement are contractual and not a mere recital.
12. **Amendment/Severability.** This Agreement may not be amended, except through a writing signed by authorized representatives of USD and the Site. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.
13. **Assignment and Subletting.** The rights and responsibilities granted in this Agreement are not assignable.
14. **Dispute Resolution.** This Agreement shall be governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS. The venue for the arbitration shall be in San Diego, California. Each party shall be responsible for its own costs and attorneys' fees incurred in connection with any such dispute.
15. **No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of and be enforceable only by the parties to this Agreement. No third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.
16. **Authority.** By signing below, the representative from each party represents that he/she is duly authorized to sign the Agreement on behalf of either USD or the Site.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute a single agreement binding on the parties. This Agreement will be considered executed by a party when the signature of such party is delivered physically, by email or facsimile transmission to the other party. The parties agree that any signature delivered by email or facsimile transmission shall have the same force and effect as an original signature.

SANTEE SCHOOL DISTRICT

By: _____
Stephanie Pierce, Ed.D.
Assistant Superintendent

UNIVERSITY OF SAN DIEGO

By: _____
Nicholas Ladany, PhD
Dean, School of Leadership and Education Sciences

Consent Item E.3.3.

Approval of Clinical Affiliation Agreement
with Emerson College

Prepared by Dr. Stephanie Pierce
June 16, 2020.

BACKGROUND:

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers. Santee School District has received a Clinical Affiliation Agreement with Emerson College for this purpose. The terms of the agreement shall commence on June 16, 2020.

RECOMMENDATION:

Administration recommends that the proposed Clinical Affiliation Agreement with Emerson College for teacher education fieldwork be approved by the Board of Education.

This recommendation supports the following District goal:

- Implement a staff development plan as the cornerstone of employee performance and growth.

FISCAL IMPACT:

Any monetary payments from Emerson College shall be designated to the master teacher. There is no fiscal impact to the District.

STUDENT ACHIEVEMENT IMPACT:

This agreement supports student learning by placing a student teacher in the classroom for directed teaching and provides students with an additional instructional resource.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.3.

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the “Agreement”), effective as of 6/16/2020 (the “Effective Date”), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, “Emerson”) and Santee School District, a California School District, and its agents, employees, affiliates, invitees, or representatives (collectively, the “Affiliate”). Emerson and Affiliate referred herein individually as a “Party”; collectively, as the “Parties”.

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the “Program”) to students of Emerson (each a “Student” and collectively, the “Students”); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:
 - 1.1 Role and responsibilities of the Student within the practice setting.
 - 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
 - 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
 - 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
 - 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
 - 1.6 Clinical problem-solving across age span, disorder, and setting.

- 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
- 1.8 Cultural competency when working with patients/clients/families in all practice settings.
- 1.9 Adherence to ASHA's Code of Ethics and appropriate ethical behavior.

2. Responsibilities of Emerson.

- 2.1 **Program.** Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.
- 2.2 **Policies, Rules & Regulations of Affiliate.** Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.
- 2.3 **Insurance.** Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate.
- 2.4 **Vaccinations.** If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.
- 2.5 **Background Checks.** If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.
- 2.6 **Health Insurance.** If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

3. Responsibilities of Affiliate.

- 3.1 **Program Opportunities and Activities.** Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's

participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.

- 3.2 Emergency Care. Affiliate acknowledges Emerson's interest in ensuring its Students receive medical care during an emergency at Affiliate, and Affiliate shall make emergency medical care available to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.
- 3.3 Withdrawal. Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.
- 3.4 Insurance. Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.
- 3.5 Indemnification. Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other Party, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with the Indemnifying Party's breach of this Agreement and/or negligence or willful misconduct related in any way to this this Agreement or the Program; provided that the Indemnifying Party's maximum aggregate liability under this provision shall not exceed the applicable limits on insurance coverage set forth in this Agreement.

4. Term and Termination.

- 4.1. The term of this Agreement (“Term”) shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.
 - 4.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days’ written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.
 - 4.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.
 - 4.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate’s Student Supervisor.
5. **Education Records.** If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.
 6. **Confidentiality.** The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA “education records,” strictly confidential. This section shall survive any cancellation or termination of this Agreement.
 7. **Status of the Parties.** Each Party hereto shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman’s compensation insurance benefits.
 8. **No Discrimination.** In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

9. **Compliance with Policies.** Affiliate understands that the Students in the Program are subject to and protected by Emerson policies. Affiliate agrees to review, abide by, and cooperate with actions taken pursuant to Emerson’s Sexual Misconduct Policy available at <https://www.emerson.edu/social-justice-center/title-ix/sexual-misconduct-policy>.

10. **Use of Name; Media Contact.** Affiliate may not use the name of “Emerson” or any Emerson logo or mark without Emerson’s prior written approval. Affiliate may not disclose the terms of this Agreement without Emerson’s prior written approval. Affiliate shall not communicate with members of the media or otherwise make any public announcement regarding the Program, or the terms or existence of this Agreement, without Emerson’s prior written consent.

11. **Notices.** Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: Santee School District
9619 CUYAMACA ST
SANTEE, CA 92071

If to Emerson: Emerson College
120 Boylston Street
Boston, MA 02116
Attn: Laura Glufling-Tham

With a copy to: Emerson College
120 Boylston Street
Boston, MA 02116
Attn: Office of the General Counsel

12. **Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.

14. **Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in

writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE

By: _____

Title: _____

Name: _____

SANTEE SCHOOL DISTRICT

By: _____

Title: Assistant Superintendent

Name: Dr. Stephanie Pierce

Consent Item E.3.4.

Adoption of Resolution #1920-37 Designating Personnel and Approval of 2020-2021 Child Development Services Contract

Prepared by Dr. Stephanie Pierce
June 16, 2020

BACKGROUND:

Presented for Board approval is the 2020-2021 contract for child development services to operate the State Preschool Program with the California Department of Education and an attached resolution designating personnel to sign contract documents for fiscal year 2020-2021. The maximum rate per child per day of enrollment payable pursuant to the provisions of the agreement will be \$50.70. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of the agreement will be \$327,776.

RECOMMENDATION:

Administration recommends approval of the 2020-2021 contract for child development services to operate the State Preschool Program with the California Department of Education and adoption of Resolution #1920-37 designating personnel to sign contract documents for fiscal year 2020-2021 as presented.

This recommendation supports the following District goals:

- Assure the highest level of educational achievement for all students.
- 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 Maximum Rate per child per day of enrollment payable pursuant to the provisions of the agreement will be \$50.70. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of the agreement will be \$327,776.

STUDENT ACHIEVEMENT IMPACT:

Children who participate in the State Preschool program increase their opportunity to enter kindergarten ready to learn.

Motion: _____ Second: _____ Vote: _____ Agenda Item E.3.4.

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of Santee School District

authorizes entering into local agreement number CSPP 0477 37-06836-00-0 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dawn Minutelli</u>	<u>Director of Curriculum</u>	_____
<u>Stephanie Pierce</u>	<u>Assistant Superintendent</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 16 day of June 2020, by the Governing Board of Santee School District of San Diego County, in the State of California.

I, Elana Levens-Craig, Clerk of the Governing Board of Santee School District, of San Diego County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a School Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Santee School District	95-6002872

By (Authorized Signature)

Printed Name and Title of Person Signing

Dawn Minutelli, Director, Curriculum & Assessment

Date Executed	Executed in the County of
June 16, 2020	San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Santee School District

2. Federal ID Number:

95-6002872

3. By (Authorized Signature):
-

4. Printed Name and Title of Person Signing:

Dawn Minutelli, Director of Curriculum & Assessment

5. Date Executed:

6/16/20

6. Executed in the County and State of:

San Diego, California

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

Check [] if there are workplaces on file that are not identified here.

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0477

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 37-06836-00-0

CONTRACTOR'S NAME: SANTEE SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$50.70 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$327,776.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 6,465.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Dawn Minutelli, Director of Curriculum & Assessment				
TITLE Contract Manager		ADDRESS 9619 Cuyamaca Street, Santee, CA 92071				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 327,776	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6836					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 327,776	ITEM 30.10.010, 6100-196-0001	CHAPTER B/A	STATUTE 2020			FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T B A NO	B R NO			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

Consent Item E.4.1. Personnel, Regular
 Prepared by Tim Larson
 June 16, 2020

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

B. Temporary Rehires:

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

C. Change of Status/Location:

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

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date
1. Pickell, Suzanne	Long-Term LOA	V-04	Personal	Approve	11-04-20 to 02-01-21

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date
1. Benedetto, Angelo	Cajon Park	MGMT 05	Accepted outside employment (principal)	06-19-20
2. Rawson, Stacey	Carlton Hills / Hill Creek	VI-06	Moving out of state	07-01-20

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Appointments:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Ochoa, Jessica	Out-of-School Time Programs	Director, Out-of-School Time Programs MGMT 03 / 8.0 hrs. #30014724	\$0.00	\$8,659.08	06-01-20

I. Rehires:

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

Classified Staff continued

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. Birch, Erin	Pepper Drive	Instructional Assistant, Special Ed II	Moving out of state	06-11-20

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date
1. Clark, Alison	Technology	Student Attendance Clerk /	06-10-20
2. Paige, Debra	Rio Seco	Instructional Assistant I / 19 C / 3.75 hrs	06-11-20

N. Dismissals:

Employee	Location	Position	Effective Date
1. Board, Jessica	Rio Seco	Instructional Assistant, Special Ed II	06-11-20

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 E.4.1.

Consent Item E.4.2.

Adoption of Resolution No. 1920-41 Reduce and/or Eliminate Classified Non-Management Positions

Prepared by Tim Larson
June 16, 2020

BACKGROUND:

Due to budget concerns and guidelines under the COVID-19 pandemic it has resulted in changes to the current ratios in the YALE Preschool program requiring the reduction and/or elimination of several positions supporting the Out-of-School Time program. The department will still utilize all three YALE Preschool programs but will no longer need some of the Early Childhood Assistant II positions as the group sizes will be 1:10 not 2:18.

Any employees affected by these changes will be provided alternative employment opportunities within the District, if available. All employees resulting in a reduction in work hours and/or layoff will receive the required 60-day notification process and placed on a reemployment list for no less than 39-months.

RECOMMENDATION:

It is recommended that the Board of Education approve to reduce and/or eliminate the following positions effective June 17, 2020:

- Eliminate one (1) vacant 5.75-hour Early Childhood Group Leader I position at Hill Creek School
- Eliminate one (1) vacant 3.75-hour Early Childhood Assistant II position at Sycamore Canyon School
- Eliminate one (1) 3.75-hour Early Childhood Assistant II position at Carlton Hills School

FISCAL IMPACT:

The annual savings to the Out-of-School Time program for reducing and/or eliminating several positions will be \$39,654.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide support for all students and programs.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.2.

**SANTEE SCHOOL DISTRICT
Resolution No. 1920-41**

**REDUCE AND/OR ELIMINATE
CLASSIFIED NON-MANAGEMENT POSITIONS**

WHEREAS, due to budget concerns and guidelines under the COVID-19 pandemic it has resulted in changes to the current ratios in the YALE Preschool program requiring the reduction and/or elimination of several positions supporting the Out-of-School Time program;

NOW, THEREFORE, BE IT RESOLVED that as of the 16th day of June 2020, the Governing Board of Santee School District approved to reduce and/or eliminate the following positions effective June 17, 2020:

- Eliminate one (1) vacant 5.75-hour Early Childhood Group Leader I position at Hill Creek School
- Eliminate one (1) vacant 3.75-hour Early Childhood Assistant II position at Sycamore Canyon School
- Eliminate one (1) 3.75-hour Early Childhood Assistant II position at Carlton Hills School

BE IT FURTHER RESOLVED that the Board authorizes the District Superintendent to give notice to the affected classified employees that their position will be eliminated and/or reduced in work hours/year pursuant to applicable provisions of the Education Code of the State of California, such notice to be given sixty (60) days prior to the effective date of reduction/layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 16th day of June 2020, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 6/16/20

Elana Levens-Craig
Clerk, Board of Education

Consent Item E.4.3

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

Prepared by Tim Larson
June 16, 2020

BACKGROUND:

This support services agreement for the Medi-Cal Administrative Activities (SMAA) Program is renewable on an annual basis. The Orange County Department of Education serves as the Local Education Consortium (LEC) agent for the southern region. The District is required to work with an LEC for the SMAA program. The term for this agreement is July 1, 2020 through June 30, 2021.

RECOMMENDATION:

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

FISCAL IMPACT:

The fee will be 6.5% of quarterly claims. To date, 2019-20 MAA reimbursements received total \$99,955.00. If 2020-2021 claims were the same, the cost would be \$6,498.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.3.

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

This AGREEMENT is hereby entered into this 1st day of July, 2020,
by and between the Orange County Superintendent of Schools, 200 Kalmus
Drive, Costa Mesa, California 92626, Region 9 Local Educational
Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the
Santee School District, 9625 Cuyamaca Street, Santee, California
92071, hereinafter referred to as DISTRICT. SUPERINTENDENT and
DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

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

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

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

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

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

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

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one
8 (1) year commencing on July 1, 2020, and ending on June 30, 2021,
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

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

14 b. "Certify" to the STATE:

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

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

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

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

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

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

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

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

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

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

15 n. If necessary, assist the DISTRICT with the calculation of
16 the LEA Medi-Cal Eligibility Rate or "Data Match
17 percentage" from student data submitted by the DISTRICT.

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

21 3.0 RESPONSIBILITIES OF DISTRICT.

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

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

1 c. RMTS software platform may be accessed only by employees
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to
3 comply with the confidentiality and other requirements
4 associated with use of the RMTS software platform.
5 DISTRICT shall be responsible for any unauthorized use
6 and understands that the DISTRICT may be held liable.

7 d. Quarterly assess SMAA claiming potential within the
8 DISTRICT and determine which staff perform SMAA activities
9 and what direct charges, if applicable, will be claimed.
10 The DISTRICT will determine which staff participate in
11 the quarterly Random Moment Time Survey (RMTS).

12 e. Certify to the SUPERINTENDENT and STATE:

13 1. The amount of DISTRICT'S general funds or any other
14 funds allowed under Federal law and regulations expended
15 on the allowable "Program activities".

16 2. The availability and expenditure, from allowable non-
17 Federal funding sources, of one hundred percent (100%)
18 of the cost of performing Program activities.

19 3. Expenditures represent costs that are eligible for
20 Federal financial participation for that fiscal year.

21 f. If subcontracting for certain administrative activities,
22 provide SUPERINTENDENT with a copy of the DISTRICT'S
23 contract with vendor. DISTRICT may include vendor's
24 allowable costs on its invoice, to the extent that same
25 tasks are not performed by the SUPERINTENDENT and with

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

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

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

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

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

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

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

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

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Job Descriptions.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

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

o. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement Number 50124 and final payment from Department of Health Care Services (DHCS) to SUPERINTENDENT, to permit Department of Health Care Services (DHCS) or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this AGREEMENT and to allow interviews of any employee who might reasonably have information related to such records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 s. Ensure no duplicative billings.

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

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

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

21 w. Complete and return with the fully executed AGREEMENT,
22 SUPERINTENDENT'S School-Based Medi-Cal Administrative
23 Activities (SMAA) District Information 2020-2021 form,
24 Appendix "A", the School-Based Medi-Cal Administrative
25 Activities (SMAA) LEC Fee Information 2020-2021 form,
Appendix "C", Certification Regarding Lobbying form,

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

3 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and
4 documents that reside in the California Department of Health Care
5 Services (DHCS) Medi-Cal system of records, or with its agents, to
6 ensure the integrity, security, and confidentiality of such data and
7 documents, and to permit only appropriate disclosure and use as may
8 be permitted by law as specified in School-Based Medi-Cal
9 Administrative Activities (SMAA) Agreement for Disclosure and Use of
10 Medi-Cal Data 2020-2021 (DATA USE AGREEMENT), Appendix "E", attached
11 hereto and incorporated by reference herein. The DATA USE AGREEMENT
12 must be signed by the Custodian of Records on behalf of the DISTRICT.

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

23 6.0 FEE SCHEDULE.

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

1 the RMTS Software Platform through a third party
2 administrator selected by the Region 9 LEC for the Random
3 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for
4 DISTRICT'S share of the software platform fees as
5 described in the School-Based Medi-Cal Administrative
6 Activities (SMAA) RMTS Fee Information 2020-2021 form,
7 Appendix "B", attached hereto and incorporated by
8 reference herein.

9 b. SUPERINTENDENT'S LEC Fees.

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

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

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

7.0 FEDERAL CLAIMING.

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

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

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

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

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

9 10.0 HOLD HARMLESS.

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

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

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

3 11.0 CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 DISTRICT: SANTEE ELEMENTARY SCHOOL DISTRICT
11 SUPERINTENDENT

ORANGE COUNTY

OF SCHOOLS

12 BY: 
13 Authorized Signature

BY: _____
Authorized Signature

14 PRINTED NAME: Tim LARSON

PRINTED NAME: Patricia McCaughey

15 TITLE: Asst. Supt. H.R.

TITLE: Administrator

16 DATE: 6/3/2020

DATE: March 10, 2020

17 95-6002872
FEDERAL IDENTIFICATION NUMBER

18
19 Santee School District-MAA(50124)2020-2021
20 Zip 6
21
22
23
24
25



**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
 DISTRICT INFORMATION
 2020-2021**

1 DISTRICT/SCHOOL

Santee School District San Diego
District/School Name *County*

Claiming Unit: _____
If different than name above.

2 DISTRICT SMAA COORDINATOR

Tim Larson Asst. Superintendent
Name *District Job Title*

9625 Cuyamaca St. Santee, CA 92071
Street Address *City, State, Zip*

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

619-258-2310 619-258-2367 tim.larson@santeesd.net
Phone (please include extension) *Fax* *Email*

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

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Kristin Baranski Superintendent
Name *District Job Title*

619-258-2304 619-258-2305 kristin.baranski@santeesd.net
Phone (please include extension) *Fax* *Email*

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

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

Sue Sarmiento Secretary II
Name *District Job Title*

619-258-2364 619-258-2367 sue.sarmiento@santeesd.net
Phone (please include extension) *Fax* *Email*

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

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

Name *District Job Title*

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

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

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Tory Long Business Services Coordinator

Name *District Job Title*

619-258-2318 619-258-2241 tory.long@santeesd.net

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

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

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

PCG

Company Name

Contact *Contact Job Title*

Mailing Address *City, State, Zip*

Phone *Fax* *Email*

Sue Sarmiento Secretary II

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

6/2/2020

DATE

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
RMTS FEE INFORMATION
2020-2021**

RMTS Software Platform Fee

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

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

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

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2020-2021**

SUPERINTENDENT'S LEC Fee for Administrative Support

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

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

SUPERINTENDENT'S OPTIONAL SERVICES Fee

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

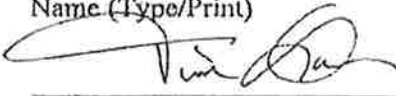
SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines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

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

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

Optional Service		Effective Date
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2020 – June 30, 2021

Santee Sch. Dist.
District Name
6/3/2020
Date

Tim LARSON
Name (Type/Print)

Signature

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

DISTRICT: Santee School District

BY: 
Authorized Signature

PRINTED NAME: KARL Christensen

TITLE: Asst. Superintendent - Bus. Svcs.

DATE: June 3, 2020

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA
2020-2021**

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

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

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

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

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

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

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

Karl Christen, Asst. Superintendent, Bus Svcs.
Name and Title of Custodian of Files

Santee School District
District Name

9625 Cuyamaca St, Santee, CA 92071
District Address

619-258-2321 Karl.Christensen@santee.sds.net
Custodian's Phone Number / Email Address


Custodian's Signature

June 3, 2020

Date

BACKGROUND:

From time to time, the Santee School District contracts with individuals to provide various types of general services. Some services are on an as-needed basis billed at an hourly or daily rate, while other services are billed by the job.

RECOMMENDATION:

It is recommended that the Board of Education approve the following short-term services agreements:

Vendor Name	Description of Services	Dates (s) of Service	Amount	Funding
Andrea Broding	School Psychologist	07/01/2020 - 06/30/2021	\$68.00/hour (not to exceed \$40,000.00)	Special Education
Richard Griswold	School Psychologist	07/01/2020 - 06/30/2021	\$68.00/hour (not to exceed \$40,000.00)	Special Education

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact of the Short-Term Services 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 E.4.5.

Approval of Agreement for Mandated Student Health Screenings (Vision, Hearing, and Scoliosis) with Rady Children's Hospital, San Diego

Prepared by Tim Larson
June 16, 2020

BACKGROUND:

State law requires that school districts conduct both near and far vision, colorblindness, hearing, and scoliosis screenings of all students at specified grade levels. In past years, the District has contracted Ray Children's Hospital to perform this screening service. The current agreement ends June 30, 2020. The district receives excellent service from the Hospital.

Current district nursing staff would be unable to conduct the volume of mandated student health screenings required and Rady Children's Hospital is the only organization interested and capable of providing this service.

RECOMMENDATION:

It is recommended that the Board of Education approve the Agreement with Rady Children's Hospital for conducting mandated student health screenings for the 2020-2021 school year.

FISCAL IMPACT:

Cost per student screening, as indicated in the attached agreement, is charged to the general fund. The maximum annual cost will depend on the actual number of students screened. The anticipated cost for 2020-2021 is \$38,209.00.

STUDENT ACHIEVEMENT:

Students must be healthy to learn optimally. This program helps assure that student health problems are identified early and appropriate referrals are communicated to parents and medical professionals.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.4.5.



June 9, 2020

Santee School District
Tim Larson, Asst. Superintendent, Pupil Services
9625 Cuyamaca Street
Santee, CA 92071

Dear Tim,

We are about to begin a new school year that may present a few challenges in providing the mandated screenings for all students. We greatly appreciate your ongoing support of our Screening Program. I will be working closely with your district nurse and health clerks to manage the screening be provided in the safest manner possible to ensure the health and safety of your students and my nursing staff.

I have attached the rate sheet for the 2020-2021 rates, including the per-screening cost and the hourly rate.

If you have questions or would like to meet with me to discuss these changes or any other screening issues, please call me. I can be reached at 858-966-7542. My email address is dchase@rchsd.org.

If the rates and terms are acceptable to you, please sign and return this letter to me. Confirmation of our engagement is appreciated so I may plan for staffing.

Again thank you for allowing Rady Children's Hospital - San Diego to assist your district in providing mandated screening services.

Sincerely,

Diana Chase, FNP
Supervisor, Government Affairs and School Health

Agreed and Accepted:

By: _____

Date: _____

Title: _____

Santee School District
2020-2021 School Screening Services Rates

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$3.22
Initial screening of far vision:	\$3.22
Initial screening of near vision:	\$3.22
Initial screening of color perception:	\$3.22
Initial screening of difficult to test students/per screening:	\$6.85
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$73.50
Initial screening or retest of hearing or vision for Special Education students/Hourly rate-per screener:	\$73.50
School Nurse Hourly Rate (special education, IEP's, etc.):	\$73.50

**All rates are per screening unless otherwise indicated.*

Rady Children's Hospital – San Diego (“Children's”) will provide:

- Assurance that all personnel who provide the screening services have the necessary licensure and credentials, annual TB screening, and clearance of a criminal background check
- Equipment necessary for testing, including disposable eye covers for vision screening.
- Documentation of results on A – Z class lists and a complete tally for each screening date in a format that can be translated for state reports.
- Staff to provide rescreens for students that fail initial screening.
- Monthly invoicing that includes itemization of screenings provided. Payment is due within thirty (30) days of receipt of the invoice.

Santee School District (“District”) will provide:

- The start time for each school in the district.
- The number of students enrolled in each grade to be screened at each school.
- The schedule for the students for each day of screening.
- **A – Z class lists** for **each** screener on the day of screening.
- **Adequate and appropriate space** for the screenings.
- Tables, chairs, and easy access to electrical outlets.
- **Appropriate individuals** to assist with the supervision of students being brought to the screening, during the screening, and return to class.

Compliance with Laws Governing Confidentiality and Privacy. DISTRICT acknowledges that CHILDREN'S is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA") and regulations promulgated thereunder ("HIPAA Regulations"). CHILDREN'S and DISTRICT shall use reasonable efforts to preserve the confidentiality of Protected Health Information, as that term is defined by HIPAA Regulations. DISTRICT acknowledges and agrees that CHILDREN'S is permitted to use and disclose such information to the extent that such use and disclosure is required or permitted by HIPAA, HIPAA Regulations and applicable state laws. DISTRICT and CHILDREN'S shall amend this Agreement as necessary to comply with any amendments to such laws or regulations and to comply with any regulations promulgated pursuant to such laws.

Liability. The parties shall indemnify, defend, and hold each other harmless against any loss, cost, damage, liability, action, claims, cause of action, allegation, order, judgment, settlement, obligation or expense (including court costs, attorney's and consultant's fees) incurred by a party because of the negligent and/or unintentional acts or omissions of the other party, its employees, agents, and/or representatives.

Item F. DISCUSSION AND/OR ACTION ITEMS

Agenda Item F.

BACKGROUND:

Each year, school districts must adopt a budget by June 30th for the subsequent fiscal year. Since adoption of the State Budget rarely coincides with this timeline, the District's budget is adopted using a set of assumptions outlined in the Governor's May Revise proposal as well as actions taken or contemplated by other regulatory and governmental agencies.

As of the time of development of the District's Adopted Budget, the State Budget had not yet been adopted. Therefore, State revenue assumptions in the District budget include those contained in the Governor's May Revise proposal. Below is a listing of the key assumptions contained in the District's Adopted Budget:

- Total TK-8 CBEDs Enrollment: 6,767
- P-2 Estimated ADA: 6,528.39
- Funded ADA: 6,565.80 (2019-20 P-2 ADA)
- Local Control Funding Formula (LCFF) Funding:
 - COLA = 2.31%
 - Deficit = -10.00% (equates to 7.92% net decrease from prior year)
 - Unduplicated Pupil Count Percentage = 40.77% (average of two prior years and budget year)
 - Estimated Change in Total Funding Compared to Prior Year = -8.35%
 - Estimated Change in LCFF Base Grant Only Funding Compared to Prior Year = -7.38%
- STRS Rate = 16.15% (NOTE: Assumes enactment of Governor's May Revise proposal to redirect funds originally allocated in the 2019-20 State budget to reduce the STRS unfunded liability to further buydown the employer rates for both 2020-21 and 2021-22)
- PERS Rate = 20.70% (NOTE: Assumes enactment of Governor's May Revise proposal to redirect funds originally allocated in the 2019-20 State budget to reduce the PERS unfunded liability to further buydown the employer rates for both 2020-21 and 2021-22)

Revenues, expenditures, and ending fund balance for 2019-20 are estimates based on the latest analysis of activity and transactions posted through the middle of May. These will be finalized upon closing of the books and the Unaudited Actuals will be presented at the September 1, 2020 Board meeting.

Administration will provide the Board of Education and the community with a User Friendly version of the budget in addition to the required State SACS (Standardized Account Code Structure) document in order to promote more readability and understanding.

RECOMMENDATION:

It is recommended that the Board of Education adopt the budget for the 2020-21 fiscal year as presented. Revisions to the budget will be brought back to the Board periodically throughout the year as the State’s budget is adopted and assumptions or expenditures change.

This recommendation supports the following District goal(s):

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:

All anticipated revenues and expenditures are included in the budget document. The projected results for the General Fund are as follows:

Item	2019-20		2020-21		2021-22		2022-23		
	Unrestricted	Restricted	Unrestricted	Restricted	Unrestricted	Restricted	Unrestricted	Restricted	
Beginning Fund Balance	16,171,701	532,236	\$15,566,524	\$498,407	\$9,010,777	\$638,648	\$1,447,332	\$100,000	
Fund Balance Adjustments	0		0						
Total Income	\$62,852,209	\$12,056,573	\$55,903,556	\$11,230,066	\$55,434,938	\$11,230,066	\$54,921,372	\$11,226,595	
Total Outgo	\$63,457,386	\$12,090,402	\$62,459,302	\$11,089,825	\$62,998,383	\$11,768,714	\$66,047,020	\$11,226,595	
Change in Fund Balance	(\$605,177)	(\$33,829)	(\$8,555,747)	\$140,241	(\$7,563,446)	(\$538,648)	(\$11,125,648)	\$0	
Ending Fund Balance	\$15,566,524	\$498,407	\$9,010,777	\$638,648	\$1,447,332	\$100,000	(\$9,678,316)	\$100,000	
Total Reserves	\$17,814,113		\$11,289,324		\$3,724,783		(\$7,396,220)		
Reserve as % of Expenditures	23.58%		15.35%		4.98%		-9.57%		
			Amount	Value	Amount	Value	Amount	Value	
			COLA:	-7.92%		0.00%		0.00%	
			Assumed LCFF Rev Increase (w/ ADA changes):	-8.71%	(\$5,187,689)	-0.85%	(\$464,416)	-0.95%	(\$511,795)
			Assumed LCFF [Base Only] Rev Increase (w/ ADA changes):	-8.02%	(\$4,631,740)	-0.66%	(\$302,089)	-0.82%	(\$441,136)
			*Included Annual Operating Cost Increase Impact to Unr GF:	0.00%	\$1,795,672	0.00%	\$2,177,437	0.00%	\$3,203,923
			Estimated Structural Surplus/(Deficit)		(\$4,925,660)		(\$7,598,546)		(\$11,130,548)
			GAP Funding:	100.00%	A:DOF	100.00%		100.00%	
			1% Reserve Equivalent:	735,461		747,948		772,855	
			1% LCFF Increase:	595,387		543,511		538,867	
			1% Salary Increase Equivalent:	529,115		529,093		529,071	

* Step & column, health benefits, statutory benefits, and inflation for utilities, insurance, and Restricted programs subject to contribution from Unrestricted General Fund

BUDGET CONDITION: Red Red

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

Discussion and/or Action Item F.1.2.
Prepared by Karl Christensen
June 16, 2020

Approval of Monthly Financial Report

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period April 1, 2020 through April 30, 2020 prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

RECOMMENDATION:

It is recommended that the Board of Education approve the Monthly Financial Report, as presented.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$ \$12,420,925; cash receipts of \$ \$9,011,045; and disbursements of \$ \$6,146,207 are reflected for the period of April 1, through April 30, 2020 resulting in an ending cash balance of \$ \$15,285,763 as of April 30, 2020.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.2.

Monthly Financial Report - April

1

CASH REPORT FOR APRIL

	Actual	Projected*	Difference
Beginning Cash Balance as of April 1, 2020	\$12,420,925	\$12,420,925	\$ -
INCOME			
A. Local Control Funding Formula			
State Aid	2,971,236	2,971,236	\$ -
Property Taxes	5,587,088	5,587,088	\$ -
B. Federal Income			
Federal Funding	-	-	\$ -
C. State Income			
Other State Funding	114,602	114,602	\$ -
D. Local Income			
Other Local Income	-	-	\$ -
Spec Ed	317,437	317,437	\$ -
Interest	20,682	20,682	\$ -
E. Due to/Due from other funds	-	-	\$ -
F. Debt Proceeds	-	-	\$ -
TOTAL INCOME	\$9,011,045	\$9,011,045	\$ -
Beginning Balance Plus Income	\$21,431,970	\$21,431,970	\$ -
DISBURSEMENTS			
G. Commercial Warrants	\$ 342,457	\$ 342,457	\$ -
H. Salary and Benefits	5,665,699	5,665,699	\$ -
I. Other Outgo	38,051	38,051	\$ -
J. Interfund Transfers Out	100,000	100,000	\$ -
K. Debt Service	-	-	\$ -
TOTAL DISBURSEMENTS	\$6,146,207	\$6,146,207	\$ -
Ending Cash Balance as of April 30, 2020	\$15,285,763	\$15,285,763	\$ -

* Based on Cash Flow Projection at 2020-21 Budget Adoption- June 2020

**Budget Revisions
Through April 30, 2020
2019-20 Revised Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	16,171,701	532,236	16,703,937
Estimated Income	52,219,587	22,689,195	74,908,782
Estimated Expenditures	52,824,764	22,723,024	75,547,788
Change in Fund Balance	(605,177)	(33,829)	(639,006)
Projected Ending Fund Balance	15,566,524	498,407	16,064,931
Less: Restricted Program Carryovers	-	498,407	498,407
Less: Non-Spendable			
Prepaid Expenses	375,869	-	375,869
Revolving Cash Fund	20,000	-	20,000
Stores Inventory	119,583	-	119,583
Less: Assigned Vacation Carryover	332,772	-	332,772
Assigned Site Carryover Balances	-	-	-
Less: Economic Uncertainty Reserve	2,266,434	-	2,266,434
Less: Reserve for State Budget Uncertainty	-	-	-
Uncommitted/Unassigned/Unappropriated Fund Balance	12,451,866	-	12,451,866
Fund 17 Projected End of Year Balance	3,095,813	-	3,095,813
Projected Reserves	<u>17,814,113</u>	<u>-</u>	<u>17,814,113</u>
	<u>April</u>	<u>March</u>	
Projected Reserve % 2019-20¹	23.58%	21.00%	
Projected Reserve % 2020-21²	15.35%	14.08%	
Projected Reserve % 2021-22²	4.98%	9.71%	

As a % of the Estimated Expense Total¹

Based on Multi-Year Projection at 2020-21 Budget Adoption- June 2020²

BACKGROUND:

On May 14th, Governor Newsom released his May Revise budget proposal for the 2020-21 State Budget. Projections indicate the State is, and will be, experiencing substantial declines in revenue thereby reducing the Prop 98 minimum guarantee for K-14 public education for both 2019-20 and 2020-21. The Governor proposes a 10% reduction to the Local Control Funding Formula (LCFF) base grant thereby zeroing out the statutory COLA of 2.31% and implementing a deficit (proration) factor of -7.92%. For Santee, this means a reduction of over \$5 million in LCFF funds for 2020-21 as compared to 2019-20.

At the March 17th and May 5th meetings, the Board of Education approved approximately \$1.6 million in on-going budget solutions and \$900,000 in one-time solutions for 2020-21. Given the magnitude of the proposed LCFF revenue decline and the District's existing structural deficit prior to the May Revise, it is necessary to consider additional reductions.

At the June 2nd meeting, Administration presented the Board a third set of budget solutions as an Information Only item shown below:

Action	Category	Amount		Year Invoked	LCFF
		One-Time	On-Going		
Suspend/Reduce Technology Reserve Transfer	Protection	410,000	0	2020-21	Supplemental
Transfer Facilities Needs Set Aside Back to General Fund	Places	1,020,868	0	2020-21	Base
Use Remaining Land Sale Proceeds to Pay Portion of COPs Payment	Places	500,000	0	2021-22	Base
Use SB117 State Funds to offset costs of PPE, masks, disinfectants, Hotspots, Security Patrol, and other COVID-19 related costs	Programs	114,602	0	2020-21	Base
Use CARES Act Federal Funds to offset costs of PPE, IPADs, Child Nutrition lost revenue, and other COVID-19 related costs	Programs	221,632	0	2020-21	Base
Suspend Science Textbook Adoption for K-5 to 2023-24, Adopt OER for GR 6-8 = \$400k	Programs	800,000	0	2020-21	Base
Eliminate Allocation for CSEA Professional Development	Programs	0	10,000	2020-21	Supplemental
Eliminate Organizational Dues Payments for Administrators	Programs	0	16,944	2020-21	Supplemental
Eliminate Professional Learning Plan (PLP) stipends; shift other LCFF Professional Development expenses to Title 1 and Title II	Programs	0	116,494	2020-21	Supplemental
Eliminate Craftworker I/Warehouse Delivery Driver Position with Retirement	People	0	73,235	2020-21	Base
Total All:		3,067,102	216,673		

RECOMMENDATION:

It is recommended that the Board of Education approve additional Budget Reductions for the 2020-21 fiscal year.

This recommendation supports the following District goal(s):

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:

\$3.3 million of which \$3.06 million is one-time and \$217,000 is on-going.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.3.

Discussion and/or Action Item F.1.4.
Prepared by Karl Christensen
June 16, 2020

Adoption of Resolution No. 1920-40 to Identify the Amount of Budget Reductions Needed in 2021-22 and 2022-23 and to Require That a List of Budget Reductions for 2021-22 be Included in the 2020-21 First Interim Report

BACKGROUND:

With adoption of the District’s budget for 2020-21 that incorporates the Governor’s proposal for an approximate 8% reduction to LCFF revenue compared with 2019-20, the District’s multi-year projection (MYP) now indicates that, if the assumptions built into the MYP materialize, the District would have a negative fund balance in 2022-23 and would therefore not meet the required 3% minimum reserve. In order for the County Office of Education to approve the District’s 2020-21 budget, they require adoption of a resolution to identify the amount of reductions/solutions needed to meet the required 3% minimum reserve for all 3 years of the MYP. The District estimates it would need to enact \$3,000,000 in on-going reductions in 2021-22 in order to have the minimum 3% reserve in 2022-23.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1920-40 to Identify the Amount of Budget Reductions Needed for 2021-22 and 2022-23 and to Require that a List of Budget Reductions for 2021-22 be Included with the 2020-21 First Interim Report.

This recommendation supports the following District goal(s):

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:

\$3,000,000 in on-going budget reductions/solutions for the General Fund.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.4.

Santee School District
Resolution No. 1920-40

RESOLUTION TO IDENTIFY THE AMOUNT OF BUDGET REDUCTIONS NEEDED IN 2021-22 AND 2022-23 AND TO REQUIRE THAT A LIST OF BUDGET REDUCTIONS FOR 2021-22 BE INCLUDED IN THE 2020-21 FIRST INTERIM REPORT.

WHEREAS, the Board of Education has a fiduciary duty to meet its financial obligations in the current fiscal year and two subsequent fiscal years pursuant to Education Code 42127; and

WHEREAS, for 2021-22 and 2022-23, it is projected that the district will need to implement budget reductions of \$3,000,000 and \$0 respectively; and

WHEREAS, while these actions must be taken to maintain the fiscal stability of the district, the Board of Education will continue to make every effort to sustain a high quality education program for our students; and

NOW, THEREFORE, BE IT RESOLVED, if the fiscal condition further deteriorates, the district will implement at least \$3,000,000 in on-going budget reductions in 2021-22.

BE IT FURTHER RESOLVED, that the district will submit a detailed plan of budget reductions for 2021-22 and a timeline for implementation with the 2020-21 First Interim Report. This resolution becomes supplemental to the district's 2020-21 Adopted Budget.

PASSED AND ADOPTED by the Governing Board on June 16, 2020 by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Elana Levens-Craig, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Elana Levens-Craig, Clerk
Board of Education

Item G. BOARD POLICIES AND BYLAWS

Agenda Item G.

Board Policies and Bylaws G.1.1. Second Reading: New Board Policy 3515.5,
Prepared by Karl Christensen Sex Offender Notification
June 16, 2020

BACKGROUND:

New Board Policy 3515.5, Sex Offender Notification, addresses the dissemination of information when a law enforcement agency notifies the District about registered sex offenders who may reside or work within District boundaries. The proposed BP 3515.5 is consistent with the version promulgated by the California School Boards Association (CSBA).

RECOMMENDATION:

It is recommended that the Board of Education adopt New Board Policy 3515.5, Sex Offender Notification, in a Second Reading, as presented.

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item G.1.1.

Sex Offender Notification

In order to protect students while they are traveling to and from school, or attending school or a school-related activity, the Governing Board believes it is important that the district respond appropriately when a law enforcement agency notifies the district about registered sex offenders who may reside or work within district boundaries.

The Superintendent or designee shall establish an ongoing relationship with law enforcement officials to coordinate the receipt and dissemination of such information. To the extent authorized by law, the Superintendent or designee also shall establish procedures for notifying appropriate staff as necessary.

To protect the district and its employees from liability, employees shall disseminate sex offender information in good faith, and only in the manner and to the extent authorized by the law enforcement agency.

The Superintendent or designee may annually notify parents/guardians of the availability of information about registered sex offenders on the Department of Justice's Internet website.

Legal Reference:**EDUCATION CODE**32211 Threatened disruption or interference with classes; offense35160 Authority of boards35160.1 Board authority of school districts48981 Parent/guardian notifications; methods**PENAL CODE**290 Registration of sex offenders290.4 Sex offender registration; compilation of information290.45 Release of sex offender information290.46 Making information about certain sex offenders available via the Internet290.9 Addresses of persons who violate duty to register290.95 Disclosure by person required to register as sex offender626.8 Disruptive entry or entry of sex offender upon school grounds626.81 Sex offender; permission to volunteer at school830.32 School district and community college police3003 Parole, geographic placement**UNITED STATES CODE, TITLE 42**14071 Jacob Wetterling Crimes Against Children and Sexually Violent OffenderRegistration Program Act**ATTORNEY GENERAL OPINIONS**82 Ops. Cal. Atty. Gen. 20 (1999)**Management Resources:****WEB SITES**California Department of Justice, Megan's Law mapping: <http://www.meganslaw.ca.gov>

Policy Adopted:

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws G.1.2. Second Reading: Revised Board Policy 3515.7,
Prepared by Karl Christensen Firearms on School Grounds
June 16, 2020

BACKGROUND:

Revised Board Policy 3515.7, Firearms on School Grounds, prohibits possession of a firearm on or within 1,000 feet of school grounds, except under the limited circumstances specified in Penal Code 626.9. School grounds include, but are not limited to school buildings, fields, storage areas, and parking lots. The revisions to BP 3515.7 are consistent with the version promulgated by the California School Boards Association (CSBA).

RECOMMENDATION:

It is recommended that the Board of Education adopt Revised Board Policy 3515.7, Firearms on School Grounds, in a Second Reading, as presented.

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item G.1.2.

FIREARMS ON SCHOOL GROUNDS

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, ~~insurance carriers~~, and other appropriate individuals and agencies to address the security of school campuses.

~~District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.~~

Any person Possession of a firearm on or within 1,000 feet of school grounds is prohibited, except under the limited circumstances specified in Penal Code 626.9(i)-(o) and 30310 ~~is authorized to possess a firearm and/or ammunition on school grounds.~~ School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots. (Penal Code 626.9)

~~The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.~~

~~No staff member shall be required to carry a firearm and/or ammunition while on school grounds.~~

If a district employee observes or suspects that any unauthorized person is in possession of a firearm on or near school grounds or at a school activity, he/she shall immediately notify the principal or designee and law enforcement.

~~District policy regarding~~The prohibition against the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

Legal Reference:

EDUCATION CODE

32281 Comprehensive safety plan

~~35160 Powers and duties of the board~~

~~35161 Powers and duties of the board; authority to delegate~~

38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

830.32 District police department; district decision to authorize carrying of firearm

16150 Definition of ammunition

16520 Definition of firearm

26150-26225 Concealed weapons permit

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 18

921 Definitions, firearms and ammunition

922 Firearms, unlawful acts

923 Firearm licensing

UNITED STATES CODE, TITLE 20

~~71547961 Gun-Free Schools Act; student expulsions for possession of firearm~~

Management Resources:

WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

Board Policies and Bylaws Item G.1.3.
Prepared by Dr. Kristin Baranski
June 16, 2020

Second Reading: BB 9270 Conflict of
Interest Biennial Review

BACKGROUND:

Government Code Section 87306.5 requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if there is a need for it to be amended. BB 9270 was last reviewed and approved by the Board on June 5, 2018. To comply with the law and begin the biennial rotation once again, BB 9270 is being submitted for a second review and adoption.

RECOMMENDATION:

Board Bylaw 9270 is submitted for a second review and request for approval. It is recommended that the Board of Education adopt BB 9270.

FISCAL IMPACT:

There is no fiscal impact as a result of this review.

Motion: _____ Second: _____ Vote: _____ Agenda Item G.1.3.

CONFLICT OF INTEREST

Incompatible Activities

Members of the Governing Board shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district.

Conflict of Interest Code

Board members and designated employees of the district shall adhere to the financial disclosure requirements of the district's conflict of interest code adopted pursuant to the provisions of Government Code 87300. The district's conflict of interest code shall comprise of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body.

When a change in the district's conflict of interest code is necessitated by changed circumstances such as the creation of new designated positions, amendments or revisions shall be submitted to the code reviewing body within 90 days.

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views.

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required.

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction.

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees

CONFLICT OF INTEREST

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following:

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records
8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an

CONFLICT OF INTEREST

ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child.

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree.

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Gifts/Honoraria

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730. -This amount is adjusted on odd numbered years by the FPPC. The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506. A gift of travel does not include travel provided by the district for Board members and designated employees.

CONFLICT OF INTEREST

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law.

The term honorarium does not include:

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

**APPENDIX
DESIGNATED POSITIONS/DISCLOSURE CATEGORIES**

1. Persons occupying the following positions are designated employees in Category 1:

Governing Board Members
Superintendent of Schools
Assistant/Associate Superintendents
Director of Fiscal Services

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district
 - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
 - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

CONFLICT OF INTEREST

2. Persons occupying the following positions are designated employees in Category 2:

- Director
- Principal

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

CONFLICT OF INTEREST

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

Legal Reference:

EDUCATION CODE

1006 *Qualifications for holding office*
35107 *School district employees*
35230-35240 *Corrupt practices*
35233 *Prohibitions applicable to members of governing boards*
35239 *Compensation for board members in districts under 70 ADA*

GOVERNMENT CODE

1090-1098 *Prohibitions applicable to specified officers*
1125-1129 *Incompatible activities*
81000-91015 *Political Reform Act of 1974, especially:*
82011 *Code reviewing body*
82019 *Definition of designated employee*
82028 *Definition of gifts*
82030 *Definition of income*
87100-87103.6 *General prohibitions*
87200-87210 *Disclosure*
87300-87313 *Conflict of interest interests*
87500 *Statements of economic interests*
89501-89503 *Honoraria and gifts*
91000-91014 *Enforcement*

CODE OF REGULATIONS, TITLE 2

18110-18997 *Regulations of the Fair Political Practices Commission, especially:*
18702.5 *Public identification of a conflict of interest for Section 87200 filers*

COURT DECISIONS

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

86 *Ops.Cal.Atty.Gen.* 138(2003)
85 *Ops.Cal.Atty.Gen.* 60 (2002)
82 *Ops.Cal.Atty.Gen.* 83 (1999)
81 *Ops.Cal.Atty.Gen.* 327 (1998)
80 *Ops.Cal.Atty.Gen.* 320 (1997)
69 *Ops.Cal.Atty.Gen.* 255 (1986)
68 *Ops.Cal.Atty.Gen.* 171 (1985)
65 *Ops.Cal.Atty.Gen.* 606 (1982)

Management Resources:

WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Bylaw adopted: February 17, 2009
Bylaw amended: August 7, 2012
Bylaw reviewed: 12/5/09, 7/20/10, 8/5/14, 07/05/16;
06/05/18

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws G.1.4. First Reading: New Board Policy 3530,
Prepared by Karl Christensen Risk Management/Insurance
June 16, 2020

BACKGROUND:

New Board Policy 3530, Risk Management/Insurance, addresses risk management for effective safety and loss control practices while striving to keep liability at a minimum and District insurance premiums low while maintaining adequate protection. The proposed BP 3530 is consistent with the version promulgated by the California School Boards Association (CSBA).

RECOMMENDATION:

New Board Policy 3530, Risk Management/Insurance, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item G.1.4.

Risk Management/Insurance

The Governing Board strongly supports a risk management program that protects district resources and promotes the safety of students, staff and the public.

The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices. The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection. To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance or a combination of these means.

The Board reserves the right to remove an insurance agent-of-record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the district.

To attempt to minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall ensure that these policies and related procedures are enforced fairly and consistently.

The Superintendent or designee shall report periodically to the Board on the district's risk management activities.

Legal Reference:

EDUCATION CODE

17029.5 Contract funding; board liability

17565-17592 Board duties re property maintenance and control

32350 Liability on equipment loaned to district

35162 Power to sue, be sued, hold and convey property

35200-35214 Liabilities, especially:

35208 Liability insurance

35211 Driver training civil liability insurance

35213 Reimbursement for loss, destruction or damage of personal property

35214 Liability self-insurance

35331 Medical or hospital service for students on field trip

39837 Transportation of pupils to places of summer employment

41021 Requirement for employees' indemnity bonds

44873 Qualifications for physician (liability coverage)

49470-49474 District medical services and insurance

GOVERNMENT CODE

820.9 Board members not vicariously liable for injuries caused by district

989-991.2 Local public entity insurance

LABOR CODE

3200-4855 Workers' compensation

Policy

Adopted:

SANTEE SCHOOL DISTRICT

Santee, California

Board Policies and Bylaws G.1.5. First Reading: Revised Board Policy 3540,
Prepared by Karl Christensen Transportation
June 16, 2020

BACKGROUND:

New Board Policy 3540, Transportation, addresses the safe and efficient transportation of students to and from school and the extent to which the district will provide transportation services, weighing student and community needs against the cost of providing such services. New BP 3540 is consistent with the version promulgated by the California School Boards Association (CSBA).

RECOMMENDATION:

New Board Policy 3540, Transportation, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item G.1.5.

Transportation

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services.

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

Legal Reference (next page):

Transportation

Legal Reference:

EDUCATION CODE

35330 Excursions and field trips

35350 Authority to transport pupils

39800-39860 Transportation, especially:

39800 Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system"

39801 Contract with County Superintendent of Schools to provide transportation

39802-39803 Bids and contracts for transportation services

39806 Payments to parents in lieu of transportation

39807 Food and lodging payments in lieu of transportation

39807.5 Transportation fees

39808 District transportation of private school students

41850-41854 Allowances for transportation

41860-41862 Supplemental allowances for transportation

45125.1 Criminal background checks for contractors

52311 Regional occupational centers, transportation

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

PENAL CODE

637.7 Electronic tracking devices

VEHICLE CODE

2807 School bus inspection

CODE OF REGULATIONS, TITLE 5

14100-14103 Use of school buses and school pupil activity buses

15240-15343 Allowances for student transportation, especially:

15253-15272 District records related to transportation

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

COURT DECISIONS

Arcadia Unified School District et. al. v. State Department of Education, 2 Cal. 4th 251 (1992)

Policy
Adopted:

SANTEE SCHOOL DISTRICT
Santee, California

Item H. EMPLOYEE ASSOCIATION COMMUNICATION

Item I. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item J. ADJOURNMENT

Agenda Items H, I, and J.