



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

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

**BOARD OF EDUCATION
 REGULAR MEETING
 AGENDA
 August 7, 2018**

District Mission

Santee School District assures a quality education, empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.

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A. OPENING PROCEDURES – 7:00 p.m.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report 2017-18 7
 - 1.2. Developer Fees and Collection Report 2018-19 11
 - 1.3. Schedule of Upcoming Events 12

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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

Superintendent

1.1. Approval of Minutes

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

Business Services

- 2.1. Approval/Ratification of Travel Requests** 22
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. Approval/Ratification of Revolving Cash Report** 24
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.3. Approval of Consultants and General Service Providers** 26
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.4. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 28
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of June 2018.
- 2.5. Approval/Ratification for Change Orders and to File Notice of Completion for Stolie Painting, Bid #'s 1819-001-HC, and 1819-002-RS, Exterior Painting Projects at Hill Creek and Rio Seco Schools** 33
It is recommended that the Board of Education approve/ratify the final contract amount and authorize/ratify the filing of Notice of Completion documents for Bid #'s 1819-001-HC, and 1819-002-RS, Exterior Painting Projects at Hill Creek and Rio Seco Schools.
- 2.6. Adoption of Resolutions Authorizing Specific Designated Agents** 35
It is recommended that the Board of Education adopted Resolution No. 1819-05 to designate authorized agents to receive mail and pick up warrants at the San Diego County Office of Education.
- 2.7. Approval of Agreements for Mileage Reimbursement In Lieu of District Transportation** 37
It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.

Educational Services

- 3.1. Approval of Grant Agreement with the Andréa Rizzo Foundation for Dréa's Dream Dance Therapy/Expressive Movement Program for Preschool Students** 38
It is recommended that the Board of Education approve the grant agreement with Andréa Rizzo Foundation for Dréa's Dream Dance Therapy/Expressive Movement Program for preschool students.
- 3.2. Approval of Agreement with Expressive Arts Institute for Dance Therapy and Expressive Movement Program** 42
It is recommended that the Board of Education approve the agreement with Expressive Arts Institute for dance therapy and expressive movement program.
- 3.3. Approval of Nonpublic Agency Master Contract with SPOT Kids Therapy for Speech Therapy** 43
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with SPOT Kids Therapy for 2.0 FTE Speech Language Pathologists and professional development for the term of July 1, 2018 through June 30, 2019.
- 3.4. Approval to Purchase and Implement PowerSchool Registration** 44
It is recommended that the Board of Education approve the purchase and implementation of PowerSchool Registration.

Human Resource/Pupil Services

- 4.1. **Personnel, Regular** 46
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. **Approval to Increase Work Hours for Identified Classified Non-Management Positions** 49
It is recommended that the Board of Education approve the increase in work hours for the identified classified non-management positions.
- 4.3. **Approval of Memorandum of Understanding with San Diego Youth Services (SDYS) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program** 50
It is recommended that the Board of Education approve the MOU with SDYS for the EPSDT program.
- 4.4. **Approval of Influenza Vaccine Administration Program** 54
It is recommended that the Board of Education approve the influenza vaccine administration program.
- 4.5. **Approval of Partnership Program Memorandum of Understanding with Concordia University - Portland to Award Grants and Scholarships** 55
It is recommended that the Board of Education approve the Partnership Program MOU with Concordia University – Portland to award grants and scholarships.
- 4.6. **Approval of Memorandum of Understanding with San Diego Youth Services for Bully Prevention** 58
It is recommended that the Board of Education approve the MOU with SDYS for Bully Prevention.

E. DISCUSSION AND/OR ACTION ITEMS 74
Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.

Business Services

- 1.1. **Bond Reauthorization Plan and Timeline** 75
This is an information item. Action, if any, is at the discretion of the Board of Education.

F. BOARD POLICIES AND BYLAWS 76

- 1.1. **First Reading: Revised Board Policy 5141.52, Suicide Prevention**
Revised Board Policy 5144.52, Suicide Prevention; is presented for a first reading. Any action is at the discretion of the Board.
- 1.2. **First Reading: Revised Board Policy 5144, Discipline** 82
Revised Board Policy 5144, Discipline; is presented for a first reading. Any action is at the discretion of the Board.
- 1.3. **First Reading: Revised Board Policy 5144.1, Suspension and Expulsion/Due Process** 86
First Reading: Revised Board Policy 5144.1, Suspension and Expulsion / Due Process; is presented for a first reading. Any action is at the discretion of the Board.

G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	93
H.	CLOSED SESSION	93
1.	<u>Conference with Legal Counsel - Anticipated Litigation</u> (Gov't. Code § 54956.9) - One Case	
2.	<u>Conference with Real Property Negotiators</u> (Gov't. Code § 54956.8) <i>Property: Summit Site (Parcel #'s: 378 210 35, 378 220 07, and 378 210 13 - located North of Princess JoAnn & Summit Avenue in Santee, CA 92071)</i>	
3.	<u>Conference with Labor Negotiator</u> (Gov't. Code § 54956.8) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Employee Organizations: Santee Teachers Association (STA); and Classified School Employees Association (CSEA)</i>	
4.	<u>Public Employee Performance Evaluation</u> (Gov't. Code § 54957) <i>Superintendent</i>	
I.	RECONVENE TO PUBLIC SESSION	93
J.	ADJOURNMENT	93

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 August 21, 2018, at 7:00 p.m., in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

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

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

1. Call to Order and Welcome
2. District Mission
Santee School District assures a quality education empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.
3. Pledge of Allegiance
4. Approval of Agenda for the August 7, 2018, 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 2017-18
 - 1.2. Developer Fees and Collection Report 2018-19
 - 1.3. Schedule of Upcoming Events

**DEVELOPER FEES COLLECTION REPORT
2017-18 REVISED
CUMULATIVE THROUGH June 30, 2018**

Residential Rate: \$2.16 per square foot - effective 6/19/16 - 6/19/18; \$2.35 per square foot - effective 6/20/18
 Commercial Rate: \$0.35 per square foot - effective 6/19/16 - 6/19/18; \$0.38 per square foot - effective 6/20/18
 Self Storage Rate: \$0.15 per square foot - effective 6/19/16 - 6/19/18; \$0.07 per square foot - effective 6/20/18

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	Parcels 384-223-01-00 thru 384-223-14-00	07/10/17	28,278	\$61,080.48	PA
	X	1011 Pepper Drive	07/31/17	565	\$1,220.40	PD
	X	9624 West Hartland Circle	08/10/17	582	\$1,257.12	RS
	X	10695, 10689, 10683, 10682, 10688, 10694 Cobble Ct.	10/04/17	16,168	\$34,922.88	HC
	X	10677, 10671, 10665, 10664, 10670, 10676 Cobble Ct.	10/04/17	15,876	\$34,292.16	HC
	X	10659, 10653, 10647, 10646, 10652, 10658 Cobble Ct.	10/04/17	16,224	\$35,043.84	HC
	X	10707, 10683, 10713 Braverman Drive	10/04/17	7,618	\$16,454.88	HC
	X	10707, 10701, 10700, 10706, 10712 Cobble Ct.	10/04/17	12,970	\$28,015.20	HC
	X	9039 Willowgrove Circle	10/31/17	1,325	\$2,862.00	CH
	X	8604, 8605, 8608, 8609, 8612, 8613 Arlington Way and 8652, 8656, 8660, 8664, 8668 Camden Dr.	11/13/17	22,707	\$49,047.12	CFH
	X	8604, 8605, 8608, 8609, 8612, 8613 Comiskey Way and 8640, 8644, 8648 Camden Dr.	11/13/17	19,102	\$41,260.32	CFH
	X	8612, 8616, 8620, 8624, 8628, 8632, 8636 Camden Dr.	11/13/17	14,571	\$31,473.36	CFH
	X	8604, 8605, 8608, 8609, 8613 Ebbets Way and 8672, 8676, 8680, 8684 Camden Dr.	11/13/17	18,582	\$40,137.12	CFH
	X	1286 Walnut Ln.	12/04/17	2,340	\$5,054.40	PD
	X	10137 Pinewood View	12/05/17	919	\$1,985.04	CP
	X	8501, 8502, 8504, 8505, 8506, 8507, 8508, 8509 Sandstone Place	12/05/17	16,198	\$34,987.68	CO
	X	8830, 8836, 8842, 8848, 8854, 8860 Hightail Dr.	12/05/17	16,024	\$34,611.84	CO
	X	8880 Weston Rd. (Recreation room)	12/05/17	2,146	\$751.10	CO
	X	Adjustments to: 8677, 8683, 8689 Toyopa Ct.	12/05/17	215	\$464.40	CO
	X	8829, 8835, 8841, 8847 Hightail Dr. 8808, 8814, 8818, 8822, 8828, 8832, 8838, 8844, 8850, 8854, 8860, 8866, 8872 Weston Rd.	12/06/17	42,157	\$91,059.12	CO
	X	10021 Ashdale Lane	12/08/17	1,235	\$2,667.60	RS
	X	8705, 8711, 8717, 8723, 8729, 8741, 8747, 8753, 8759, 8765, 8771, 8777, 8783, 8789, 8795, 8801, 8807 Weston	12/08/17	52,641	\$113,704.56	CO
	X	8724 Big Rock Road	12/20/17	692	\$1,494.72	CFH
	X	8637, 8639, 8641, 8643 Fanita Drive	12/21/17	8,040	\$17,336.40	PA
TOTAL PAGE 1					\$681,183.74	

*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

DEVELOPER FEES COLLECTION REPORT
2017-18 REVISED
CUMULATIVE THROUGH June 30, 2018

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Commercial Rate: \$0.35 per square foot - effective 6/19/16 - 6/19/18; \$0.38 per square foot - effective 6/20/18
Self Storage Rate: \$0.15 per square foot - effective 6/19/16 - 6/19/18; \$0.07 per square foot - effective 6/20/18

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	8842 Olive Lane, Units 1-18	01/08/18	23,364	\$50,466.24	PA
	X	8866, 8867, 8872, 8875, 8878, 8884, 8887, 8890 Hightail Dr.	01/18/18	21,841	\$47,176.66	CO
	X	8504, 8505, 8507, 8508, 8509, 8639, 8641 Goldfield Ln	01/18/18	14,274	\$30,831.84	CO
	X	8850, 8851, 8855, 8856, 8859, 8860, 8861, 8862, 8865, 8866, 8869, 8870, 8873, 8874, 8877, 8878 Trailridge Ave	01/19/18	39,946	\$86,283.36	CO
	X	9448 Knowlton Court	01/29/18	552	\$1,192.32	CH
	X	8813, 8825, 8831, 8837, 8843, 8849, 8855, 8861, 8867, 8873 Weston Rd.	01/30/18	30,167	\$65,160.72	CO
	X	8901, 8905, 8909, 8913, 8917, 8921, 8925 Trailridge Ave.	01/30/18	23,934	\$51,697.44	CO
X		9336 Abraham Way	02/16/18	546	\$191.10	HC
	X	10080 Pebble Beach Drive	02/22/18	734	\$1,585.44	CO
	X	8896, 8897, 8902, 8903, 8908, 8909, 8914, 8915, 8920, 8926 Hightail Dr.	03/08/18	27,204	\$58,760.64	CO
	X	8502, 8508 Olivine Row, 8631, 8633, 8635, 8637 Boulder Vista	03/08/18	11,544	\$24,935.04	CO
	X	10103 Timberlane Way	03/23/18	1,182	\$2,553.12	RS
	X	8549 Fanita Drive	04/16/18	536	\$1,157.76	PA
X		9955 Mission Gorge Road	04/17/18	4,600	\$1,610.00	RS
	X	8604, 8606, 8608, 8610, 8612, 8612, 8614, 8605, 8607, 8609, 8611, 8613, 8615 Chaparral Way	04/23/18	23,579	\$50,930.64	CO
	X	8616, 8618, 8620, 8622, 8617, 8619, 8621, 8623, 8625 Chaparral Way	04/23/18	18,212	\$39,337.92	CO
	X	8956, 8950, 8944, 8938, 8932, 8933, 8939, 8945, 8951 8955 Hightail Drive	04/23/18	27,404	\$59,192.64	CO
	X	8976, 8966, 8960, 8959, 8963, 8967, 8971, 8975 Hightail Drive	04/23/18	21,814	\$47,118.24	CO
TOTAL					\$1,301,364.86	

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

**DEVELOPER FEES COLLECTION REPORT
2017-18 REVISED
CUMULATIVE THROUGH June 30, 2018**

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COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	8902, 8898, 8894, 8890, 8886, 8882, 8930, 8926, 8922				
		8918, 8914, 8910, 8906 Trailridge Ave	05/03/18	32,555	\$70,318.80	CO
	X	8937, 8941, 8947, 8953, 8957, 8961, 8967, 8971, 8977				
		8981, 8985, 9005, 9001, 8997, 8993, 8989 Trailridge Ave	05/03/18	50,109	\$108,235.44	CO
X		9211 Security Way	05/09/18	1,410	\$493.50	PD
	X	9125 Inverness Road	05/14/18	782	\$1,689.12	CO
	X	8352 O'Connell Road	05/15/18	3,120	\$6,739.20	PD
X		9336 Abraham Way	05/16/18	546	\$191.10	HC
	X	8942, 8938, 8934, 8966, 8962, 8958, 8954, 8950, 8946				
		8988, 8992, 8996, 9000, 9004, 9008 Trailridge Ave.				
		8979, 8983, 8987, 8991, 8995, 8999, 9007, 9013, 9019				
		9023, 9027, 9078, 9045, 9059, 9069, 9075 Hightail Dr.				
		8686 Toyopa Ct.	05/10/18	79,421	\$171,549.36	CO
	X	9032, 9036, 9040, 9044, 9048, 9052, 9056, 9060, 9061				
		9057, 9053, 9049, 9045, 9041, 9064, 9068, 9072, 9076				
		9080, 9084, 9088, 9092, 9096, 9085, 9075, 9069, 9065				
		9100, 9104, 9108, 9112, 9111, 9107, 9097 West Bluff Pl				
		9040, 9044, 9048, 9052, 9056, 9060, 9064 Trailridge Ave	05/10/18	141,206	\$305,004.96	CO
	X	10148 Shaggybark Drive Unit #2	05/25/18	1,188	\$2,566.08	CP
X		10775 Rockvill Street	05/29/18	93,339	\$32,668.65	HC
	X	8705, 8711, 8717, 8723, 8729, 8741, 8747, 8753, 8759				
		8765, 8771, 8777, 8783, 8789, 8795, 8817 Weston Rd.	06/15/18	1,597	\$3,449.52	CO
	X	9074, 9068, 9062, 9056, 9050, 9044, 9038				
		9032 Hightail Drive	06/19/18	21,641	\$46,744.56	CO
	X	8508, 8504, 8500, 8509, 8505, 8501 Starling Lane	06/19/18	11,901	\$25,706.18	CO
	X	8605, 8607, 8609, 8611, 8613, 8615, 8617				
		8619 Boulder Vista	06/19/18	16,289	\$35,184.24	CO
	X	9026, 9020, 9014, 9008, 9002, 8996, 8990, 8986				
		8980 Hightail Dr.	06/19/18	24,366	\$52,565.76	CO
TOTAL					\$2,164,471.33	

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

**Fee Exempt - Senior / Elder Care Facility

***Fee Exempt - Less than 500 square feet

Schedule of Upcoming Events

Date	Event
PLEASE NOTE: BOARD OF EDUCATION MEETINGS RETURN TO THEIR REGULARLY SCHEDULED LOCATION – EDUCATIONAL RESOURCE CENTER (ERC), 9619 CUYAMACA, SANTEE	
August 7	Board Meeting; 7:00 p.m., at ERC (<i>please note location change</i>)
August 21	Board Meeting; 7:00 p.m.
August 22 (Wednesday)	First Day of School
September 3 (Monday)	Labor Day Holiday – No School/District Offices Closed
September 4	Board Meeting; 7:00 p.m.
September 11	Strategic Planning Focus Group #1; 6:00 – 7:30 pm, ERC
September 18	Board Meeting; 7:00 p.m.
October 2	Board Meeting; 7:00 p.m.
October 16	Board Meeting; 7:00 p.m.
October 23	Strategic Planning Focus Group #2; 6:00 – 7:30 pm, ERC
November 6	Board Meeting; 7:00 p.m.
November 9 – 16	Parent/Teacher Conference Week <i>Schools on Modified Days</i>
November 12 (Monday)	Veterans' Day Holiday Schools and District Offices Closed
November 19 -23	Schools Closed for Thanksgiving Holiday
November 20	Board Meeting; 7:00 p.m.
December 4	Organizational Board Meeting for 2019; 7:00 p.m.
December 18	Board Meeting; 7:00 p.m.
December 11	Strategic Planning Focus Group #3; 6:00 – 7:30 pm, ERC
December 24 – January 4	Winter Break

Item C. PUBLIC COMMUNICATION

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

Item D. CONSENT ITEMS

Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no Board discussion of these items prior to the vote unless a member of the Board, staff, or public requests specific items be considered separately. Citizens are invited at this time to address the Board about any item listed under Consent.

Consent Item D.1.1.
Prepared by Dr. Kristin Baranski
August 7, 2018

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- July 17, 2018, special and regular meeting minutes
- July 24, 2018, special meeting minutes

RECOMMENDATION:

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

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

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

July 17, 2018
MINUTES

Cajon Park School
Multi-Purpose Room
10300 Magnolia Avenue
Santee, California

A. OPENING PROCEDURES

1. Call to Order and Welcome

President El-Hajj called the meeting to order at 7:00 p.m.

Members present:

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

Administration present:

Dr. Kristin Baranski, Superintendent and Secretary to the Board
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 El-Hajj invited the audience to recite the District Mission.

3. Pledge of Allegiance

President El-Hajj invited Lisa Arreola, Executive Assistant, to lead the members, staff, and audience in the Pledge of Allegiance.

4. Approval of Agenda

Member Burns moved approval.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

- 1.1. Developer Fees and Collection Report
- 1.2. Use of Facilities Report
- 1.3. Schedule of Upcoming Events

C. PUBLIC COMMUNICATION

President El-Hajj invited members of the audience to address the Board about any item not on the agenda.

Erica Cabrera, Legislative Intern in Senator Joel Anderson's Office, addressed the Board to extend an invitation to a free grant-writing workshop on Wednesday, August 1, in Poway, California.

D. CONSENT ITEMS

President El-Hajj invited comments from the public on any item listed under Consent.

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Purchase Orders
- 2.3. Approval/Ratification of Expenditure Warrants
- 2.4. Acceptance of Donations, Grants, and Bequests
- 2.5. Approval of Consultants and General Service Providers – *pulled for separate consideration*
- 2.6. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)
- 2.7. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement
- 2.8. Approval of Agreements for Mileage Reimbursement In Lieu of District Transportation
- 2.9. Authorization to Sell/Dispose of Surplus Items
- 2.10. Adoption of Resolution No. 1819-02 to Authorize Participation in the California Energy Commission's School Bus Replacement Program
- 2.11. Approve/Ratify Award of Informal Bid through the CUPCCAC Process for Replacement of Playground Decomposed Granite at Seven Sites
- 2.12. Adoption of Resolution No. 1819-03 to Authorize Piggyback on the South County Support Services Agency Bid #14005 for Purchase of a School Bus
- 2.13. Adoption of Resolution No. 1819-04 to Authorize Piggyback on the Waterford Unified School District Bid #01/17 for Purchase of School Buses
- 2.14. Award of Bids For Low Impact Development (LID) Storm Water Landscape DROPS (2) Projects at Five Sites
- 3.1. Adoption of the Local Control Accountability Plan (LCAP) Federal Addendum for 2018-19
- 3.2. Approval of Annual Evaluation of the Alternative Education School
- 3.3. Approval of Nonpublic Agency Master Contract with ABA Education Foundation for Behavioral Support
- 3.4. Approval of Nonpublic School Individual Services Agreement with Aseltine School for Children Nonpublic School Services
- 3.5. Approval of Nonpublic School Master Contract with San Diego Center for Children Nonpublic School Services
- 3.6. Approval of Nonpublic School Master Contract with The Institute for Effective Education Nonpublic School Services
- 3.7. Approval of Nonpublic Agency Master Contract with Vista Hill Learning Assistance Center and GPS Services for Educationally Related Mental Health Services (ERMHS)
- 3.8. Approval of Student Teaching Agreement with San Francisco State University
- 4.1. Personnel, Regular
- 4.2. Approval of Short Term Summer Positions
- 4.3. Approval of Memorandum of Understanding with Draw from Within (DFW) Therapy Services to Support Military Students
- 4.4. Approval of Memorandum of Understanding with Jewish Family Services to Provide Parenting Series
- 4.5. Approval of Memorandum of Understanding with Commander Naval Region Southwest, Fleet and Family Readiness
- 4.6. Approval of Memorandum of Understanding with Rady Children's Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program

Member Fox moved approval of Consent Items with the exception of Items 2.5. Approval of Consultants and General Service Providers (Member Burns); and 4.6. Approval of Memorandum of Understanding with Rady Children's Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program (Member Ryan) which were pulled for separate consideration. Member Levens-Craig

noted the positive comments on the Annual Evaluation of the Alternative Education School (Item 3.2.).

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

2.5. Approval of Consultants and General Service Providers – pulled for separate consideration

Member Burns inquired on the services being provided by Linda Millum. Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, explained the Ms. Millum was retired and would be providing Special Day Class PK class instruction. Member Burns moved approval.

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

4.6. Approval of Memorandum of Understanding with Rady Children’s Hospital and Health Center (RCHHC) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program – pulled for separate consideration

Member Ryan explained she was employed by Rady Children’s Hospital, and would be abstaining from the item. Member Levens-Craig moved approval.

Motion: <u>Levens-Craig</u>	El-Hajj <u>Aye</u>	Levens-Craig <u>Aye</u>
Second: <u>Fox</u>	Fox <u>Aye</u>	Ryan <u>Abstained</u>
Vote: <u>4-0</u>	Burns <u>Aye</u>	

E. DISCUSSION AND/OR ACTION ITEMS

Superintendent

1.1. Appointment of Vice Principal

Superintendent Baranski shared that after an extensive search Administration was recommending Melynda Pezone, for the role of Vice Principal effective August 1, 2018. Member Ryan moved approval. Ms. Pezone expressed her gratitude towards the Board for the opportunity.

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

Business Services

2.1. Approval of Monthly Financial Report

Karl Christensen, Assistant Superintendent of Business Services, shared cash and budget revision transactions through the end of May 2018. The District ended the month with a cash balance of approximately \$14.2 million and the District was able to meet all financial obligations with internal cash through the end of the fiscal year. He shared the Budget Revisions section of the report is the same as that reported for Estimated Actuals when the 2018-19 Adopted Budget was presented; and a small operating surplus is projected in the Unrestricted General Fund with declining reserve percentages in the out years.

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

G. BOARD POLICIES AND BYLAWS

1.2. Second Reading: Revised Board Policy and Administrative Regulation 5141.31, Immunizations

Revised Board Policy and Administrative Regulation 5145.13, Response to Immigration Enforcement, was presented a second reading and request for approval. Member Burns moved approval.

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

H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Member Burns reported Chris Brown, a South Bay Union School District Board of Trustee, was ill. He asked that the Board send well wishes towards the South Bay Union School District Board and Superintendent.

The Board and Superintendent Baranski discussed the content of the upcoming special meeting, on July 24, regarding the District's strategic planning and student achievement.

I. CLOSED SESSION

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

- Conference with Legal Counsel - Anticipated Litigation** (Gov't. Code § 54956.9)
- *One Case*
- 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)
- Public Employee Performance Evaluation** (Gov't. Code § 54957)
Superintendent

The Board entered closed session at 9:20 p.m.

J. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 9:21 p.m. and reported the Board authorized administration to contract for studies relating to potential litigation.

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

K. ADJOURNMENT

With no further business, the regular meeting of July 17, 2018 was adjourned at 9:21 pm.

Dustin Burns, Clerk

Kristin Baranski, Secretary

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

July 17, 2018
MINUTES

Cajon Park School
Computer Lab
10300 Magnolia Avenue
Santee, California

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

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

Administration present:

Dr. Kristin Baranski, Superintendent and Secretary to the Board
Karl Christensen, Assistant Superintendent, Business Services

B. PUBLIC COMMUNICATION

President El-Hajj invited members of the audience to address the Board about any item not on the agenda. There were no public comments.

C. DISCUSSION AND/OR ACTION ITEMS

1. Bond Reauthorization Strategy Workshop and Approval of Agreement with The San Diego Group for Election Consulting Services Relative to the Bond Reauthorization

The Board of Education and members of Executive Council met with John Wainio, a representative of The San Diego Group, to discuss election-consulting services relative to the bond reauthorization and approval of agreement. Upon discussion, Member Ryan moved to approve the agreement with The San Diego Group for election consulting services relative to the bond reauthorization.

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

D. ADJOURNMENT

With no further business, the July 17, 2018, special meeting was adjourned at 6:50 pm.

Dustin Burns, Clerk

Kristin Baranski, Secretary

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

July 24, 2018
MINUTES

Charles Skidmore Administration Center
Conference Room
9625 Cuyamaca
Santee, California

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

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

Administration present:

Dr. Kristin Baranski, Superintendent and Secretary to the Board
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 El-Hajj invited members of the audience to address the Board about any item not on the agenda. There were no public comments.

C. DISCUSSION AND/OR ACTION ITEMS

1. District Focus and Direction

The Board of Education and members of Executive Council discussed strategic planning next steps and how this plan will impact the District's focus and direction for the next three-five years.

D. CLOSED SESSION

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

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

The Board entered closed session at 7:30 p.m.

E. RECONVENE TO PUBLIC SESSION

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

F. ADJOURNMENT

With no further business, the July 24, 2018, special meeting was adjourned at 8:30 pm.

Dustin Burns, Clerk

Kristin Baranski, Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
Prepared by Karl Christensen
July 17, 2018

BACKGROUND:

In accordance with BP 3350 of the Board of Education, an employee may attend conventions, conferences, or meetings of boards, committees, and commissions; to travel for the purpose of recruiting personnel; to visit other school districts; to appear before legislative committees; and to perform other out-of-district travel which is in the best interests of the school district and which assists employees to perform their jobs successfully.

In accordance with Sections 35044, 35172, and 35173 of the Education Code, the Board of Education shall provide for payment of travel expenses for any representative of the Board when performing services on behalf of the District. In the summer of 2008, following implementation of the Formatta Software, a network-based paperless forms travel processing solution was introduced District-wide in accordance with BP 3350 and AR 3350.

A list of travel and professional staff events is presented for the Board's review and approval/ratification. Included on the report are dates, names of meetings and locations, and either categorical, grant, or general funding sources that support such travel.

A list of requests for travel which require air travel, and/or an overnight stay and/or are out of the State will be reviewed and approved by the Executive Council or Superintendent and submitted for Board of Education approval **prior** to the travel date.

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify the Travel Report for personnel requesting travel on the attached schedule.

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$6,319, and additional substitute costs of \$230, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.1.

Board Travel Report - August 7, 2018

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Tuesday, 08/07/18	Dr. Kristin Baranski	Superintendent	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Dr. Stephanie Pierce	Educational Services	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Dawn Minutelli	Educational Services	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Dan Prouty	Educational Services	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Bonner Montler	Educational Services	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Tim Dobbins	Cajon Park School	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Stephanie Southcott	Carlton Hills School	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Andy Johnston	Carlton Oaks School	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Tylene Hicks	Chet F. Harritt School	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Suzie Martin	Hill Creek School	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Ted Hooks	Pepper Drive School	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Kristen Bonser	PRIDE Academy	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Debra Simpson	Rio Seco School	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Tuesday, 08/07/18	Summer Locke	Sycamore Canyon School	Transforming Classrooms for Empowered Learning	Encinitas, CA	\$0	\$102	Educational Services	Focus will be on engaging student voices for empowered learning.
Friday, 09/21/18	Tory Long	Business Services	Coaching and Mentoring Leadership Skills	San Diego	\$0	\$238	Business Services	Effective mentoring and coaching leadership techniques.
	Evonn Avila	Business Services			\$0	\$238	Business Services	Effective mentoring and coaching leadership techniques.
Wed-Fri, 10/03/18 - 10/05/18	Karen Jordan	Special Education	Cedar Systems Conference	San Diego	\$0	\$500	Special Education	SEIS User Workshop on reporting and compliance.
Tuesday, 10/09/18	Priscilla Kaas	Carlton Oaks School	Self/Match Training, Advanced	San Marcos	\$115	\$157	Professional Development	Self-monitoring & motivational systems as behavior interventions.
Tuesday, 10/09/18	Brienne Downing	Special Education	Self/Match Training, Advanced	San Marcos	\$115	\$157	Professional Development	Self-monitoring & motivational systems as behavior interventions.
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California								
Wed-Thurs, 08/22/18 - 08/23/18	Kristi Sheen	Out-of-School Time	California Expanded Learning Summit	Pomona, CA	\$0	\$317	Out-of-School Time Pram	The Summit focus will be positive school climates and culture.
Thurs-Sun, 11/08/18 - 11/11/18	Cathy Abel	Child Nutrition Services	California School Nutrition Conference	Long Beach, CA	\$0	\$1,468	Child Nutrition Services	Conference will provide current child nutrition services information.
Tues-Fri, 01/29/19 - 02/01/19	Dr. Kristin Baranski	Superintendent	ACSA Superintendents' Symposium	Monterey, CA	\$0	\$1,816	Superintendent's Office	Conference for professional learning, networking, and advocacy.

Consent Item D.2.2. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
August 7, 2018

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 #22614 on the \$20,000 Revolving Cash Account.

This recommendation supports the following District goal:

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 \$59.88 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

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

Date	Number	Name	Memo	Amount
	22614	State Board of Equalization	Quarterly fuel tax	54.80

Total Checks Written \$54.80

Bank Fees - May 2018 1.00
Bank Fees - June 2018 4.08

Total to be Reimbursed \$59.88

Total to Deduct from Future Reimbursement

Consent Item D.2.3.
Prepared by Karl Christensen
August 7, 2018

Approval/Ratification of Consultants and General
Service Providers

BACKGROUND:

From time to time, the District contracts with individuals, companies, or organizations to provide various types of services within the following scopes:

- Consultants: Those providing professional advice or specialized technical or training services
- General Service Providers: Those providing general services not fitting the description of a consultant

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 or an employee to be paid by payroll warrant for withholding and payment of appropriate payroll taxes. This analysis generally involves an assessment of the degree of control the District will have over the service provider's schedule and work methods.

The attached table presents requests for Consultants and General Service Providers. (NOTE: Those providing services on an annual, on-going basis are approved separately by the Board as Annual Contract Renewals)

RECOMMENDATION:

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

This recommendation supports the following District goals:

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 is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

**Consultant / General Service Provider Report
August 7, 2018**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
3R's Robotics LLC/Brian Alvara	General Service Provider	Summer Camp Activities	08/01/18 - 08/31/18	\$5,000.00 (not to exceed)	Out-of-School Time Program	Independent Contractor
Brianne France	General Service Provider	Trauma/Military Counselor	08/01/18 - 06/30/19	\$8,100.00 (not to exceed)	DODEA Santee Ready for Life Grant	Independent Contractor

Consent Item D.2.4. Approval/Ratification of Expenditure Transactions
Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)
August 7, 2018

BACKGROUND:

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

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period June 1, 2018 through June 30, 2018.

This recommendation supports the following District goal:

Fiscal Accountability

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

FISCAL IMPACT:

There were 180 transactions totaling \$27,670.03 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180619	ABEL,CATHY	CHILD NUTRITION	DOLLAR TREE	14.11	Cleaner
20180620	ABEL,CATHY	CHILD NUTRITION	THE HOME DEPOT #0673	77.33	Maintenance Supplies
				<u>91.44</u>	
20180603	ALBERT,DIANN L	CHET F. HARRITT	USPS KIOSK 0570209550	17.30	Postage for Box Tops
				<u>17.30</u>	
20180605	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	7.64	Board meeting supplies
20180606	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CSBA	2,625.00	Board & Superintendent registration to CSBA Annual Education Conference
20180606	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CSBA	525.00	Registration for Member Ryan to attend Delegate Assembly and CSBA Annual Education Conference
20180606	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	THE WRAPSHACK	47.14	Board meeting supplies
20180607	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	14.99	Board meeting supplies
20180620	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	THE WRAPSHACK	56.57	Board meeting supplies
20180621	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	14.99	Board meeting supplies.
				<u>3,291.33</u>	
20180610	AVILA,EVONN	BUSINESS SERVICES	SKILLPATH / NATIONAL	199.00	Workshop registration - T. Long
				<u>199.00</u>	
20180603	BAKER,HOPE	OST PROGRAMS	OTC BRANDS, INC.	100.93	Graduation kids red hats and floor puzzles
20180604	BAKER,HOPE	OST PROGRAMS	NOTHING BUNDT CAKES 3	110.00	Cakes for staff appreciation dinner for OSTP
20180604	BAKER,HOPE	OST PROGRAMS	PARTY CITY	108.26	Decoration items for the staff appreciation party for OSTP
20180605	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	21.95	Canvas panels for YALE summer camp
20180605	BAKER,HOPE	OST PROGRAMS	DOLLAR TREE	28.12	Assorted animals, sticky notes, pick up games, posterboard for YALE summer camp
20180606	BAKER,HOPE	OST PROGRAMS	PARTY CITY	(1.17)	Items returned from staff appreciation dinner that were not needed
20180608	BAKER,HOPE	OST PROGRAMS	SMARTNFINAL92910809291	26.01	Smarties and water for YALE promotion ceremony
20180615	BAKER,HOPE	OST PROGRAMS	OFFICE DEPOT #908	50.88	Paper items and office supplies for YALE summer program
20180618	BAKER,HOPE	OST PROGRAMS	WAL-MART #1700	136.68	Bamboo skewers, paper prongs, frisbies office supplies and toys for YALE summer camp
20180619	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	34.71	Chalk, balls, bases for YALE
20180619	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	73.37	Light up spinners, light up buttons, pins supplies for YALE summer camp
20180619	BAKER,HOPE	OST PROGRAMS	DOLLAR TREE	28.17	Staff appreciation dinner OSTP decorations
				<u>717.91</u>	
20180601	BENEDETTO,ANGELO	CARLTON HILLS	PARTY CITY	12.96	Supplies for student of the month assembly
20180606	BENEDETTO,ANGELO	CARLTON HILLS	SMARTNFINAL92910809291	27.02	Refreshments for student incentive celebration
20180611	BENEDETTO,ANGELO	CARLTON HILLS	SMARTNFINAL92910809291	5.74	Water for Junior Olympics
20180611	BENEDETTO,ANGELO	CARLTON HILLS	ABBIE PARTY RENTS EL C	116.00	Chair rentals for 8th grade promotion ceremony
20180615	BENEDETTO,ANGELO	CARLTON HILLS	FEDEX 781407851939	7.65	Mailing Disneyland tickets back for refund
20180624	BENEDETTO,ANGELO	CARLTON HILLS	SMARTNFINAL92910809291	5.25	Summer school supplies
				<u>174.62</u>	
20180603	BILLICK,JERI	SYCAMORE CANYON	ALS SPORT SHOP	42.00	Trophies for the Cougar of the Year awards
20180604	BILLICK,JERI	SYCAMORE CANYON	PRINTPOST	172.40	PBIS posters
				<u>214.40</u>	
20180617	BONSER,KRISTEN	PRIDE ACADEMY	DENVER FABRICS	584.90	JH Electives - fabrics
20180618	BONSER,KRISTEN	PRIDE ACADEMY	OFFICE DEPOT #908	158.24	Principal office chair
				<u>743.04</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180605	BRASHER, PAMELA	OST PROGRAMS	MARISCOS Y COMIDA MEX	388.79	Staff Appreciation dinner
20180605	BRASHER, PAMELA	OST PROGRAMS	WAL-MART #1917	327.52	Badminton, slant canopy, 2 in one games
20180611	BRASHER, PAMELA	OST PROGRAMS	GUITAR CENTER #111	116.22	Guitar, guitar picks for summer camp
20180611	BRASHER, PAMELA	OST PROGRAMS	WALMART.COM	723.10	Cooking oil, paint colors, shaving cream, cotton swabs, paint, confetti for summer camp
20180612	BRASHER, PAMELA	OST PROGRAMS	WALMART.COM	273.65	Foam brushes, shaving cream for projects, tacky glue, glycerin, digital timers
20180612	BRASHER, PAMELA	OST PROGRAMS	99 CENTS ONLY STORES #	225.97	Craft glitter, back packs, pencil pouches for summer camp for staff on field trips
20180613	BRASHER, PAMELA	OST PROGRAMS	DOLLAR TREE	48.49	Food storage containers, bowls, disney animals, footaballs for summer camp
20180613	BRASHER, PAMELA	OST PROGRAMS	MICHAELS STORES 3256	242.95	Foam balls, canvas, pony beads supplies for summer camp
20180613	BRASHER, PAMELA	OST PROGRAMS	99 CENTS ONLY STORES #	81.75	Beach play set, splashball games, bean bag toss games, clothes pins for summer camp
20180614	BRASHER, PAMELA	OST PROGRAMS	WAL-MART #1917	1,094.92	Sidewalk chalk and bubbles for summer camp
20180614	BRASHER, PAMELA	OST PROGRAMS	OTC BRANDS, INC.	376.62	Rubber chickens, pink ribbon, dice jars, felt sheets, bandanas, colored pencil sharpeners
20180615	BRASHER, PAMELA	OST PROGRAMS	TARGET.COM *	43.08	Flag football, soccer balls for summer camp
20180615	BRASHER, PAMELA	OST PROGRAMS	OFFICE DEPOT #908	66.12	Dry erase markers, border for summer camp
20180615	BRASHER, PAMELA	OST PROGRAMS	SMARTNFINAL36010803609	34.98	Sunflower seeds for Padre game field trip for summer camp
20180617	BRASHER, PAMELA	OST PROGRAMS	THE HOME DEPOT #0673	122.94	Pebbles, bucket, spraty paint, wild flower seeds summer, summer vegetables soil for planting with the children
20180618	BRASHER, PAMELA	OST PROGRAMS	JOANN STORES #1841	219.58	Kite string, elastice thread, parachute cord, magnet strips, glitter for summer camp crafts
20180618	BRASHER, PAMELA	OST PROGRAMS	DOLLAR TREE ECOMM	594.78	Wipes for 1st aid, aluminum foil, flashlights, round foil pans all for summer camp
20180618	BRASHER, PAMELA	OST PROGRAMS	DOLLAR TREE ECOMM	193.95	Glow stick wands, playing cards, rubber monster toys for summer camp
20180619	BRASHER, PAMELA	OST PROGRAMS	JOANN STORES #1011	157.22	Summer supplies
20180619	BRASHER, PAMELA	OST PROGRAMS	99 CENTS ONLY STORES #	129.29	Pool noodles for summer camp projects
20180619	BRASHER, PAMELA	OST PROGRAMS	WAL-MART #3494	744.97	Summer supplies
20180619	BRASHER, PAMELA	OST PROGRAMS	WAL-MART #1917	416.87	Summer supplies
20180619	BRASHER, PAMELA	OST PROGRAMS	SMARTNFINAL36010803609	21.99	Snack
20180619	BRASHER, PAMELA	OST PROGRAMS	SMARTNFINAL36010803609	66.91	Snacks
20180620	BRASHER, PAMELA	OST PROGRAMS	WALMART.COM	25.33	Club supplies
20180621	BRASHER, PAMELA	OST PROGRAMS	AMC MISSION VALLEY #02	34.72	Movie tickets and snacks
20180621	BRASHER, PAMELA	OST PROGRAMS	AMC MISSION VALLEY #02	429.66	Movie tickets and snacks
20180621	BRASHER, PAMELA	OST PROGRAMS	AMC MISSION VALLEY #02	429.66	Movie tickets
20180621	BRASHER, PAMELA	OST PROGRAMS	AMC MISSION VALLEY #02	701.91	Movie tickets
				<u>8,333.94</u>	
20180604	BROGAN-BARANSKI, K	SUPERINTENDENT'S OFFICE	AMAZON.COM AMZN.COM/BI	30.12	Purchase of instructional reading material
20180622	BROGAN-BARANSKI, K	SUPERINTENDENT'S OFFICE	AMAZON.COM AMZN.COM/BI	112.05	Purchase of instructional reading material
				<u>142.17</u>	
20180605	HECK, TERRY	PRIDE ACADEMY	WAL-MART #1917	20.87	Refreshments for Honor Roll luncheon
20180606	HECK, TERRY	PRIDE ACADEMY	VONS #1897	14.00	Refreshments for Honor Roll luncheon
20180607	HECK, TERRY	PRIDE ACADEMY	MIMIS CAFE 86	338.50	Annual Volunteer Breakfast
20180612	HECK, TERRY	PRIDE ACADEMY	DOMINO'S 7708	78.88	Perfect Attendance Incentive
				<u>452.25</u>	
20180604	HICKS, TYLENE	CHET F. HARRITT	WAL-MART #2253	47.22	Lunch with the Principal supplies.
20180605	HICKS, TYLENE	CHET F. HARRITT	7708 DOMINOS PIZZA	43.02	Pizza with the Principal for student awards
20180605	HICKS, TYLENE	CHET F. HARRITT	7708 DOMINOS PIZZA	68.84	Pizza with the Principal for student awards
20180605	HICKS, TYLENE	CHET F. HARRITT	PARTY CITY	250.17	Supplies for promotion
20180606	HICKS, TYLENE	CHET F. HARRITT	ALBERTSONS 0738	107.65	Flowers for staff awards
20180608	HICKS, TYLENE	CHET F. HARRITT	AWARDS BY NAVAJO	272.24	Awards for 8th grade promotion
20180608	HICKS, TYLENE	CHET F. HARRITT	THE HOME DEPOT #1848	82.11	Storage for middle school electives
20180612	HICKS, TYLENE	CHET F. HARRITT	ALBERTSONS 0738	32.41	Gift for counselor leaving our school
				<u>903.66</u>	
20180606	HOOKS, TED A	PEPPER DRIVE	AMAZON MKTPLACE PMTS	169.95	8th Grade promotion supplies
				<u>169.95</u>	
20180603	JOHNSTON, ANDREW	CARLTON OAKS	VONS #1897	40.90	Professional learning materials for Safe Ambassadors training
20180613	JOHNSTON, ANDREW	CARLTON OAKS	PICABOO YEARBOOKS	35.93	Student incentive
20180617	JOHNSTON, ANDREW	CARLTON OAKS	THE UPS STORE #4287	11.29	Postage to return unused park entertainment tickets
				<u>88.12</u>	
20180611	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS W	34.98	iPad repair tool
20180611	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	FRY'S ELECTRONICS #15	66.72	Pubs Duplication Supplies
20180611	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	221.29	Teacher Equipment Collection Supplies
20180611	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	OFFICE DEPOT #908	95.82	Pubs Duplication Supplies
20180612	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS W	(34.98)	iPad repair tool return
20180612	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	135.86	DELL Keyboard-returned credit forthcoming
20180620	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE.COM	24.99	Security System
20180626	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	(135.86)	Credit for DELL keyboard returned
				<u>408.82</u>	
20180606	MARTIN, SUZANNE	HILL CREEK	LAKESHORE LEARNING MAT	122.74	Science classroom supplies
20180608	MARTIN, SUZANNE	HILL CREEK	SCHOLASTIC EDUCATION	274.75	Resource books
20180610	MARTIN, SUZANNE	HILL CREEK	BSN'SPORT SUPPLY GROUP	436.61	PE equipment
20180610	MARTIN, SUZANNE	HILL CREEK	AMAZON MKTPLACE PMTS W	79.99	Office supplies
20180613	MARTIN, SUZANNE	HILL CREEK	AMAZONPRIME MEMBERSHIP	(106.67)	Amazon membership - REFUNDED
				<u>807.42</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180601	ROSA,JIM	HILL CREEK	AMAZON.COM AMZN.COM/BI	28.86	Classroom supplies
20180603	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS W	57.95	PTSA Grant - classroom supplies
20180605	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS W	83.38	Classroom supplies
20180607	ROSA,JIM	HILL CREEK	AMAZON.COM AMZN.COM/BI	11.58	SDC Classroom supplies
20180607	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS W	6.03	Counseling grant - classroom supplies
20180607	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS W	136.88	Counseling grant - classroom supplies
20180608	ROSA,JIM	HILL CREEK	AMAZON.COM AMZN.COM/BI	43.00	Office supplies
20180610	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	69.45	Office supplies
20180611	ROSA,JIM	HILL CREEK	RAISING CANE'S #282	95.02	SDC Classroom incentive
20180613	ROSA,JIM	HILL CREEK	7708 DOMINOS PIZZA	39.81	Pizza for promotion help
20180614	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS W	45.00	Office supplies
				<u>614.76</u>	
20180601	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	(23.33)	Returned items for cool down kits
20180601	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	(49.70)	Returned items for cool down kits
20180601	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON.COM	(11.10)	Returned items for cool down kits
				<u>(84.13)</u>	
20180601	SHEEN,KRISTINA D	OST PROGRAMS	CRICKET VENTURES	209.97	Two way radios for Rio Seco Project SAFE
20180603	SHEEN,KRISTINA D	OST PROGRAMS	VONS #1897	70.56	Staff meeting food
20180615	SHEEN,KRISTINA D	OST PROGRAMS	WAL-MART #1917	74.17	Gloves, vinegar, headbands, paper plates, summer supplies for children
20180619	SHEEN,KRISTINA D	OST PROGRAMS	SMARTNFINAL92910809291	318.06	BBQ for middle school summer camp, hot dogs buns cantaloupe sunflower seeds
20180628	SHEEN,KRISTINA D	OST PROGRAMS	JOHNS INCREDIBLE PIZZA	1,239.29	John's Incredible Pizza field trip
20180628	SHEEN,KRISTINA D	OST PROGRAMS	JOHNS INCREDIBLE PIZZA	312.54	John's Incredible Pizza field trip
20180630	SHEEN,KRISTINA D	OST PROGRAMS	LEO'S TACO SHOP	12.16	Field trip to Leo's Taco Shop
20180630	SHEEN,KRISTINA D	OST PROGRAMS	ESTRADAS MEXICAN FOOD	20.83	Field trip to Estrada's Mexican Food
				<u>2,257.58</u>	
20180607	SIMKO,JOHANNA	CAJON PARK	SMARTNFINAL92910809291	21.90	Popsicles for ELL parent survey completion/whipped cream for staff "pieing"
				<u>21.90</u>	
20180603	SIMPSON,DEBRA	RIO SECO	AMAZON MKTPLACE PMTS	52.56	PBIS/Staff development
20180604	SIMPSON,DEBRA	RIO SECO	AMAZON MKTPLACE PMTS	53.91	Student engagement materials. PBIS
20180604	SIMPSON,DEBRA	RIO SECO	AMAZON MKTPLACE PMTS	72.50	Student engagement. PBIS
20180605	SIMPSON,DEBRA	RIO SECO	AMAZON.COM AMZN.COM/BI	140.58	Student engagement. PBIS
20180605	SIMPSON,DEBRA	RIO SECO	AMAZON.COM AMZN.COM/BI	46.86	Student engagement. PBIS
20180606	SIMPSON,DEBRA	RIO SECO	ASSOC SUPERV AND CURR	73.33	Student engagement. PBIS
20180606	SIMPSON,DEBRA	RIO SECO	AMAZON.COM AMZN.COM/BI	93.72	Student engagement. PBIS
				<u>533.46</u>	
20180604	SOUTHCOTT,STEPHANIE	CARLTON HILLS	OTC BRANDS, INC.	112.81	Supplies for parent involvement on campus
20180605	SOUTHCOTT,STEPHANIE	CARLTON HILLS	AMAZON.COM AMZN.COM/BI	63.00	Student achievement recognition
20180606	SOUTHCOTT,STEPHANIE	CARLTON HILLS	AMAZON MKTPLACE PMTS	26.97	Student achievement recognition
20180615	SOUTHCOTT,STEPHANIE	CARLTON HILLS	PAYPAL *FACEINGMATH	70.80	Standards practice for students
				<u>273.58</u>	
20180619	STARKEY,MARK	INFORMATION TECHNOLOGY	LOWES #01661*	19.66	Speaker wire to move the board room to Cajon Park
20180620	STARKEY,MARK	INFORMATION TECHNOLOGY	THE UPS STORE #4287	12.38	UPS shipping for laptop
				<u>32.04</u>	
				<u>27,670.03</u>	

Consent Item D.2.5.
 Prepared by Karl Christensen
 August 7, 2018

Approval/Ratification for Change Orders and to File
 Notice of Completion for Stolie Painting, Bid #'s
 1819-001-HC, and 1819-002-RS, Exterior Painting
 Projects at Hill Creek and Rio Seco Schools

BACKGROUND:

Notice of Completion documents were filed with the County Recorder for Bid #'s 1819-001-HC, and 1819-002-RS, Exterior Painting Projects at Hill Creek and Rio Seco Schools. Retention amounts withheld from progress payments will be released after 30 days from the date of recording the Notice of Completion.

The project was completed on time and with one change order to each project. The change orders for each project were to paint the concrete footings around the buildings. This was an addition to the scope of work in the original bid.

BID #1819-001-HC - EXTERIOR PAINTING AT HILL CREEK SCHOOL	
Contractor	Bid
Stolie Painting	\$33,000
Change Order: Paint Concrete Footing Around Buildings	\$1,100
Total	\$34,100

BID #1819-002-RS - EXTERIOR PAINTING AT RIO SECO SCHOOL	
Contractor	Total Bid
Stolie Painting	\$33,000
Change Order: Paint Concrete Footing Around Buildings	\$1,100
Total	\$34,100

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify the final contract amount and authorize/ratify the filing of Notice of Completion documents for Bid #'s 1819-001-HC, and 1819-002-RS, Exterior Painting Projects at Hill Creek and Rio Seco Schools.

This item supports the following District goals:

Learning Environment

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

Fiscal Accountability

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

FISCAL IMPACT:

The fiscal impact is \$2,200 for Change Orders; \$68,200 total from Deferred Maintenance.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

Consent Item D.2.6. Adoption of Resolutions Authorizing Specific
Prepared by Karl Christensen Designated Agents
August 7, 2018

BACKGROUND:

In order to maintain a current register of persons authorized to receive mail and pick up warrants at the County Office of Education, it is necessary that the Board of Education update a resolution for 2018-19 that was adopted on May 1, 2018.

RECOMMENDATION:

It is recommended that the Board of Education adopted Resolution No. 1819-05 to designate authorized agents to receive mail and pick up warrants at the San Diego County Office of Education.

This recommendation supports the following District goal:

Fiscal Accountability

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

FISCAL IMPACT:

There is no fiscal impact in adopting this resolution. The purpose of adopting these resolutions is to maintain a current register of persons authorized to receive mail and pick up warrants on behalf of the District.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

RESOLUTION # 1819-05
RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

Santee School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective August 7, 2018 through June 30, 2019.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is Tory Long.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:
Karl Christensen, Tory Long, Karen Lippert, Dianne Brown, Kiva Quezada, Lorie Schmitz, Jennifer Ashburn, Nancy Stasch, Claudia Jaquez

- | | | | | |
|----|-----------|--------------------------|--------------------------|---|
| | mail | hold | consortium | |
| 3. | Check one | <input type="checkbox"/> | <input type="checkbox"/> | Monthly payroll warrants each and every month. |
| | Check one | <input type="checkbox"/> | <input type="checkbox"/> | Daily/Hourly payroll warrants each and every month. |

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on August 7, 2018 by the following vote:
(date)

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Dustin Burns, Clerk of the Governing Board, 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.

Dustin Burns / Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

Consent Item D.2.7.
Prepared by Karl Christensen
August 7, 2018

Approval of Agreement for Mileage Reimbursement
In Lieu of District Transportation

BACKGROUND:

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

The Commercial Warrants Audit manual stipulates that an agreement is to be executed with the Parent/Guardian whenever mileage reimbursement is provided. Agreements with parents/guardians opting to receive mileage reimbursement during the 2017-18 and 2018-19 school year for the transportation of their own child(ren) are listed below:

School of Attendance	Round Trip Miles Per Day	# of Days	Per Mile Rate	Total Estimated Annual Cost
Carlton Oaks School	7	18	\$0.5450	\$68.67
Total:				\$68.67

RECOMMENDATION:

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

This recommendation supports the following District goals:

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 \$68.67 is paid in lieu of District provided transportation.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

Consent Item D.3.1. Approval of Grant Agreement with the Andréa Rizzo Foundation for Dréa's Dream Dance Therapy/Expressive Movement Program for Preschool Students

Prepared by Dr. Stephanie Pierce
August 7, 2018

BACKGROUND:

Expressions Dance Studio in Santee has raised \$2,000 for the Andréa Rizzo Foundation's Dréa's Dream dance therapy/expressive movement program that funds dance therapists for schools and hospitals across the United States. Dréa's Dream would like to offer two hours of time each month to benefit preschool students in our special education program. The dance therapist must have a master's degree and be a Registered Dance and Movement Specialist. This therapist will provide music and movement to small preschool classes with credentialed school staff present. The District will seek to procure Judith Greer Essex, Ph.D. (MFC29956) REAT (RO27) D/MT-BC.

Dr. Essex is the Executive Director of Expressive Arts Institute and provides the dance and expressive movement therapy for Santee School District. If the agreement is approved, the Board will be asked to approve a separate agreement supporting the procurement of Dr. Essex presented later tonight.

It is estimated that 30-50 students may benefit from these services each year. The agreement will be for one year, effective August 1, 2018 through June 30, 2019; and can be terminated with at least thirty days' written notice by either party.

RECOMMENDATION:

It is recommended that the Board of Education approve the grant agreement with the Rizzo Foundation for the dance therapy/expressive movement program for preschool students.

FISCAL IMPACT:

The grant provides up to \$2,000 to be used to reimburse the dance therapist. The therapist will submit invoices for payment each month and the District will be reimbursed by the Rizzo Foundation.

STUDENT ACHIEVEMENT:

Preschool students receiving additional support will be better prepared to learn in the classroom.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

**AGREEMENT
BETWEEN
SANTEE SCHOOL DISTRICT
AND
EXPRESSIVE ARTS INSTITUTE
FOR A DANCE THERAPY AND EXPRESSIVE MOVEMENT PROGRAM**

This Agreement (“AGREEMENT”) is entered into this 1st day of August, 2018, by and between the SANTEE SCHOOL DISTRICT (“DISTRICT”) and Expressive Arts Institute (“PROVIDER”) (collectively referred to as “the Parties”).

RECITALS

WHEREAS, DISTRICT has entered into an agreement (“Grant Agreement”) with the Andrea Rizzo Foundation (“Grantor”) to provide funding for Drea’s Dream, a dance therapy/expressive movement program for special needs children (“Program”) at Sycamore Canyon School (“Program Location”); and,

WHEREAS, the Grant Agreement stipulates that DISTRICT shall contract with a qualified dance therapist who holds, at a minimum, a Master’s Degree and R-DMT credential (“Grantor’s Therapist Qualifications”); and,

WHEREAS, Judith Greer Essex, Ph.D (“Therapist”) operates Expressive Arts Institute, meets Grantor’s Therapist Qualifications ((MFC29956) REAT (RO27)D/MT-BC, and has worked for other entities to implement the Program; and,

WHEREAS, the Grant Agreement contains requirements for the DISTRICT and requirements for the PROVIDER; and,

WHEREAS, DISTRICT and PROVIDER desire to enter into an agreement to delineate specific terms necessary to be in conformance with the Grant Agreement:

TERMS

NOW THEREFORE, in consideration of the RECITALS and mutual obligations of the Parties as herein expressed, DISTRICT and PROVIDER hereby agree as follows:

1. The recitals set forth above are true and correct.
2. The term of the AGREEMENT shall be from August 1, 2018 through June 30, 2019.
3. PROVIDER shall provide the services of Therapist to conduct the Program for small groups of preschool students at the Program Location for up to two (2) hours each month, as mutually agreed to by Therapist and teachers at the Program Location, with a DISTRICT credentialed teacher present.
4. PROVIDER shall be and remain an Independent Contractor with respect to all services performed under the Agreement. PROVIDER accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker’s compensation insurance, Medicare, unemployment insurance, or retirement benefits, pensions or annuities, now or hereafter imposed under the State and Federal law, salaries or other remuneration paid to persons hired, including deposits of income tax

withholding amount due, and it agrees to indemnify and hold harmless DISTRICT from any and all claims for contributions, taxes or liabilities thereof.

5. PROVIDER shall maintain in full force and effect during the entire term of this Agreement, General and Professional Liability insurance with minimum coverage limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. PROVIDER shall name DISTRICT as an additional insured on their policy and provide a copy of said policy to the DISTRICT upon request. PROVIDER shall also maintain in full force and effect during the entire term of this Agreement, workers compensation insurance for the Therapist with minimum coverage limits required by law. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Santee School District".

6. PROVIDER shall indemnify and hold harmless DISTRICT from any and all claims, damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from the acts, errors, or omissions of the officers, employees, or agents of PROVIDER.

7. PROVIDER shall ensure Therapist maintains Grantor's Therapist Qualifications during the entire term of this Agreement.

8. PROVIDER shall document and maintain appropriate clinical records for each student participating in the Program.

9. PROVIDER/Therapist shall keep in close communication with appropriate DISTRICT and Program Location staff and work cooperatively with DISTRICT to provide input and necessary documentation to be used in reporting quarterly to Grantor.

10. PROVIDER shall ensure compliance with the provisions of clauses III.B, VI.A, VII.B, and XI of the Grant Agreement; which is attached to this Agreement and incorporated herein by reference.

11. PROVIDER shall submit an invoice to DISTRICT monthly enumerating the dates and times when services were rendered for up to two (2) hours each calendar month to be paid at one hundred dollars (\$100.00) per hour. Invoices shall be submitted no later than the 3rd working day following the end of the month during which services were rendered.

12. DISTRICT shall pay PROVIDER one hundred dollars (\$100.00) per hour within fifteen (15) working days of receiving invoice, up to a maximum of two hundred dollars (\$200.00) per month.

13. The Parties agree that all information and records obtained in the course of providing services pursuant to this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328. Any services provided to students will not be part of his/her school record.

14. Either party may terminate this Agreement without cause by providing the other party at least thirty (30) days written notice.

IN WITNESS WHEREOF, this AGREEMENT is executed by the Parties on the day and year first written above.

DISTRICT: Santee School District

By: _____
Karl Christensen
Assistant Superintendent, Business Services

Date: _____

PROVIDER: Expressive Arts Institute

By: _____
Dr. Judith Greer Essex, Ph.D.

Date: _____

Consent Item D.3.2. Dance Therapy and Expressive Movement Program
Prepared by Dr. Stephanie Pierce
August 7, 2018

BACKGROUND:

The Andréa Rizzo Foundation's Dréa's Dream dance therapy/expressive movement program that funds dance therapists for schools and hospitals across the United States. Dréa's Dream would like to offer two hours of time each month to benefit preschool students in our special education program. The dance therapist must have a master's degree and be a Registered Dance and Movement Specialist. This therapist will provide music and movement to small preschool classes with credentialed school staff present. The District will seek to procure Judith Greer Essex, Ph.D. (MFC29956) REAT (RO27) D/MT-BC.

The agreement will be for one year, effective August 1, 2018 through June 30, 2019; and can be terminated with at least thirty days' written notice by either party.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with the Expressive Arts Institute for the dance therapy and expressive movement program.

FISCAL IMPACT:

The District will receive up to \$2,000 to be used to reimburse the dance therapist. Expressive Arts Institute will submit invoices for payment each month and the District will be reimbursed by the Rizzo Foundation.

STUDENT ACHIEVEMENT:

It is anticipated that students receiving dance and expressive therapy will be better prepared to learn in the classroom.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.2.

Consent Item D.3.3.

Approval of Nonpublic Agency Master Contract with SPOT Kids Therapy for Speech Therapy

Prepared by Dr. Stephanie Pierce
August 7, 2018

BACKGROUND:

As part of a student’s Individual Education Program (IEP), speech therapy is necessary for some students with disabilities to demonstrate educational progress. Currently, there are Santee School District postings for 2.0 FTE Speech Language Pathologists. Until permanent employees are hired, Spot Kids Therapy is able to provide 2.0 FTE Speech Language Pathologist to fully support our needs. SPOT will also be providing professional development to special education staff throughout the 2018-2019 school year.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with SPOT Kids Therapy for 2.0 FTE Speech Language Pathologists and professional development for the term of July 1, 2018 through June 30, 2019. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

FTE	Hourly Rate	Hours Per Day	Days Per Year	Total
2.0	\$77.25	6.5	185	\$185,788.10
Professional Development	\$99.00			\$5,000.00

STUDENT ACHIEVEMENT:

Speech therapy is necessary for some students with disabilities to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.3.

Prepared by Dr. Stephanie Pierce
August 7, 2018

BACKGROUND:

Currently, Santee School District uses a paper registration process for student enrollment. PowerSchool Registration offers a system for online registration. This program includes enrollment, distribution of registration forms and an option for parent signatures when required.

There are several advantages to PowerSchool Registration:

- a. Program is imbedded in our current PowerSchool system
- b. Removes inefficiencies associated with a paper-based registration process
- c. Simplifies the registration process for families by making the process simple and convenient
- d. Removes language barriers and improves communication with language translation
- e. Improves District resource management by providing accurate, up-to-date enrollment data
- f. Improves student safety with availability of accurate student data before the first day of school
- g. Increases data privacy and security with scanning of personal documents

RECOMMENDATION:

Administration recommends that the Board of Education approve the purchase of PowerSchool Registration.

The recommended system implementation timeline:

	Scheduled Completion
System Implementation	October 2018
System Testing	Mid November 2018
User Training	Early December 2018
System GO LIVE for Registration	January 2019

This recommendation supports the following District goal:

- 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 total cost for PowerSchool Registration for three years is \$63,5781.76. The cost breakdown is based on an enrollment of 6,276 students:

Product Description	Qty.	Unit Price	Extended Price	Annual Fee
License and Subscription Fees				
PowerSchool Registration Signature Annual Fee	6276	\$2.55	\$16,003.80	
PowerSchool School Locator Annual Fee	60	\$0.75	\$45.00	
Registration Add-On - Additional Language Annual Fee	1	\$1,000.00	\$1,000.00	
Professional Services and Setup Fee				
PowerSchool Registration Signature Setup	6276	\$1.36	\$8,535.36	
Registration Add-On - School Locator Setup	1	\$2,400.00	\$2,400.00	
Registration Add-On - Additional Language Setup	1	\$0.00	\$0.00	
Training Services				
Registration Training - Remote	1	\$1,500.00	\$1,500.00	
			Year One	\$29,484.16
Annual Ongoing - License and Subscription Fees				
PowerSchool Registration Signature Annual Fee	6276	\$2.55	\$16,003.80	
PowerSchool School Locator Annual Fee	60	\$0.75	\$45.00	
Registration Add-On - Additional Language Annual Fee	1	\$1,000.00	\$1,000.00	
			Year Two	\$17,048.80
Annual Ongoing - License and Subscription Fees				
PowerSchool Registration Signature Annual Fee	6276	\$2.55	\$16,003.80	
PowerSchool School Locator Annual Fee	60	\$0.75	\$45.00	
16820Registration Add-On - Additional Language Annual Fee	1	\$1,000.00	\$1,000.00	
			Year Three	\$17,048.80

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.4.

BACKGROUND:

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

Certificated Staff

A. New Appointments:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
1. Addenbrooke, Joie	Sycamore Canyon	V-11	\$0.00	\$76,056.00	08-15-18
2. Anderson, Kari (replacing Jolie Schiering)	Carlton Hills / PRIDE Academy	IV-02	\$0.00	\$51,685.00	08-15-18
3. Ascroft, Meghan (replacing Daniel Saksa)	Hill Creek	IV-09	\$0.00	\$66,392.00	08-15-18 to 06-12-19
4. Bittle, Courtney (replacing Kelly Eveland)	Sycamore Canyon	IV-08	\$0.00	\$64,291.00	08-15-18 to 06-12-19
5. Brennecke, Kelli	Sycamore Canyon	III-01	\$0.00	\$50,504.00	08-15-18 to 06-12-19
6. Caletka, Alexis	Carlton Oaks	V-01	\$0.00	\$52,945.00	08-15-18
7. Duggan, Sierra	Rio Seco	IV-01	\$0.00	\$50,504.00	08-15-18 to 06-12-19
8. Harris, Emily (replacing Stephanie Dow)	Rio Seco	VI-02	\$0.00	\$59,248.00	08-22-18
9. Jerabek, Alyssa (replacing Anissa Bailey LOA)	Chet F. Harritt	V-01	\$0.00	\$26,472.50	08-15-18 to 01-14-19
10. Jones, Patricia	Rio Seco	IV-05	\$0.00	\$57,988.00	08-15-18
11. Kaas, Priscilla	Carlton Oaks	III-01	\$0.00	\$50,504.00	08-15-18
12. McCarthy, Emily	Pepper Drive / PRIDE Academy	V-01	\$0.00	\$52,945.00	08-15-18
13. McFaul, Lisa (replacing Stephan Davis)	Carlton Hills	V-08	\$0.00	\$69,123.00	08-20-18
14. Newcomb, Matthew (replacing Cynthia Kaufman)	Rio Seco	III-01	\$0.00	\$50,504.00	08-15-18 to 06-12-19
15. Oneal, Shelby (replacing Lilian Baehr)	Sycamore Canyon	V-01	\$0.00	\$52,945.00	08-15-18
16. Pezone, Melynda	Carlton Oaks	MGMT (VP) 01 + MA+30 (\$1,000.00)	\$0.00	\$93,301.00	08-01-18
17. Ramirez, Rodolfo	Pepper Drive	IV-05	\$0.00	\$57,988.00	08-15-18
18. Sanders, Janel (replacing Kimberly Wilson)	Hill Creek	IV-01	\$0.00	\$50,504.00	08-15-18 to 06-12-19
19. Simon, Eleni	Cajon Park	IV-01	\$0.00	\$50,504.00	08-15-18 to 06-12-18
20. Starr, Gabrielle	Hill Creek	V-03	\$0.00	\$57,568.00	08-20-18
21. Turnbull, Elena	Rio Seco	V-01	\$0.00	\$52,945.00	08-15-18
22. Wilson, Ashlyn	Rio Seco	IV-02	\$0.00	\$51,685.00	08-15-18

B. Temporary Rehires:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
1. Chirgwin, Denise (replacing Michelle Lincoln)	Rio Seco	IV-01	\$50,504.00	\$50,504.00	08-15-18 to 06-12-19
2. Hodge, Kari (replacing Kari Hodge)	Cajon Park	IV-05 to <i>IV-06</i>	\$57,988.00	<i>\$60,089.00</i>	08-15-18

Certificated Staff continued

B. Temporary Rehires continued:

3. Nagle, Kara (replacing Susan Nugent)	Pepper Drive	IV-01 to V-02	\$50,504.00	\$55,257.00	08-15-18 to 06-12-19
4. Starkey, Susan (replacing Susan Starkey)	Rio Seco	III-06 to III-07	\$53,939.00	\$57,988.00	08-15-18
5. Vogt, Haley (replacing Haley Vogt)	Chet F. Harritt	IV-01 to IV-02	\$50,504.00	\$51,685.00	08-15-18 to 06-12-18

C. Change of Status/Location:

Employee	Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
1. Atkinson, Marybeth (replacing Lisa Williams)	Sycamore Canyon to <i>Pepper Drive</i>	VI-23	\$96,226.00	\$96,226.00	08-15-18
2. Bodensadt, Lisa	Carlton Oaks to <i>Hill Creek</i>	VI-11	\$81,939.00	\$81,939.00	08-15-18
3. Boen, Amanda	Cajon Park	V-06 to VI-07	\$66,812.00	\$71,854.00	08-15-18
4. Boulais, Alicen	Rio Seco to <i>Educational Services</i>	III-11	\$65,551.00	\$65,551.00	08-15-18
5. Buntin, Amy	Leave of Absence to <i>Carlton Oaks</i>	V-06	\$0.00	\$12,900.20	08-15-18
6. Cress, Rebecca (replacing Lynne Baker)	Cajon Park to <i>Sycamore Canyon</i>	VI-24	\$98,327.00	\$98,327.00	08-15-18
7. Fetty, Jolene	Hill Creek	IV-03 to V-04	\$55,887.00	\$59,879.00	08-15-18
8. Giblin, Hannah	Chet F. Harritt	IV-03 to V-04	\$55,887.00	\$59,879.00	08-15-18
9. Ginn, Candace (replacing Pamela Cameron)	Cajon Park to <i>PRIDE Academy</i>	V-08	\$69,123.00	\$69,123.00	08-15-18
10. Grable, Betty	Cajon Park	V-06 to VI-07	\$66,812.00	\$71,854.00	08-15-18
11. Isaacson, Laura (replacing Sarah Magnolia)	Rio Seco to <i>Sycamore Canyon</i>	VI-11	\$81,939.00	\$81,939.00	08-15-18
12. Janisch, Rebecca	Carlton Oaks	V-09 to VI-10	\$73,745.00	\$79,418.00	08-15-18
13. Koch, Sean	Cajon Park to <i>Carlton Hills</i>	VI-24	\$98,327.00	\$98,327.00	08-15-18
14. Luedeman, Sally	Cajon Park to <i>Carlton Hills</i>	V-17	\$85,301.00	\$85,301.00	08-15-18
15. Rawson, Stacey	Educational Services	V-05 to VI-06	\$64,501.00	\$69,333.00	08-15-18
16. Reid, Corinne (replacing Kristin Bartholomew)	Pepper Drive to <i>Cajon Park / Pepper Drive</i>	VI-05	\$66,812.00	\$66,812.00	08-15-18
17. Roberts, Stacy	Educational Services to <i>Cajon Park</i>	VI-18	\$94,125.00	\$94,125.00	08-15-18
18. Roque, Monica	Chet F. Harritt to <i>Hill Creek</i>	III-07	\$57,988.00	\$57,988.00	08-15-18
19. Rust, Angela	Leave of Absence to <i>Sycamore Canyon</i>	VI-06	\$0.00	\$13,866.60	08-15-18
20. Schulze, Cynthia (replacing Val Iverson)	Rio Seco to <i>Carlton Oaks</i>	VI-13	\$86,982.00	\$86,982.00	08-15-18

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date
1. Credille, Kamrie	Rio Seco	IV-08	Relocation	07-17-18
2. Peters, Denise	Alternative School	VI-27	Retirement	10-04-18

Certificated Staff continued

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	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Buckmaster, Michael	Transportation	Bus Attendant 19 A / 4.0 hrs	\$0.00	\$1,240.29	08-22-18
2. Correia, Bree	Carlton Oaks	Project SAFE Assistant 17 A / 3.75 hrs	\$0.00	\$969.65	07-11-18
3. Gormican, Lucas	Pepper Drive	Instructional Assistant, Special Ed II 21 A / 6.0 hrs	\$0.00	\$2,050.56	08-22-18

I. Rehires:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Mohammad, Neshtiman (replacing Abigail Coe)	Hill Creek	Project SAFE Assistant 17 A / 3.5 hrs	\$0.00	\$984.05	07-02-18

J. Change of Status/Location:

Employee	Location	Position/Class/Hours	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Gibson, Catherine (replacing Carol Barr)	Special Education	39-month reemployment to <i>Licensed Vocational Nurse</i> 25.5 C / 6.0 hrs	\$0.00	\$2,827.00	08-22-18

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date
1. Erwin, Conner	Rio Seco	Project SAFE Assistant 17 B / 3.5 hrs	Personal	Approve	08-08-18 to 12-14-18

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Barr, Carol	Special Education	Licensed Vocational Nurse	Retirement	06-13-18
2. Marujo, William	PRIDE Academy	Custodian II	Personal	07-31-18
3. Peddie, Lisa	PRIDE Academy	Health Clerk	Retirement	07-31-18
4. Tade-Moss, Sierra	Carlton Oaks	Project SAFE Assistant	Studying abroad	08-04-18
5. Wilde, Jennifer	PRIDE Academy	Food Service Worker III	Moving	06-13-18

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

Consent Item D.4.2.

Approval to Increase Work Hours for Identified
Classified Non-Management Positions

Prepared by Tim Larson
August 7, 2018

BACKGROUND:

After reviewing coverage for two (2) Special Education classrooms, and as a result of attrition leaving two (2) 3.0-hour Instructional Assistant, Special Education I positions vacant; the Director of Special Education has recommended to increase work hours for two (2) remaining 3.0-hour Instructional Assistant, Special Education I positions to 5.0 hours. If the Board approves the increase in work hours, the vacant positions will be eliminated at a separate meeting.

In addition, the Director of Out-of-School Time Programs has recommended to increase work hours for a 7.0-hour Early Childhood Assistant I position to 8.0 hours due to an increase in enrollment in the YALE program.

All employees currently working in these positions will receive the opportunity to transfer into the increased hours.

RECOMMENDATION:

It is recommended that the Board of Education approve to increase work hours for the following positions effective August 22, 2018:

- Increase two (2) Instructional Assistant, Special Education I positions from 3.0 hours to 5.0 hours at Cajon Park School
- Increase one (1) Early Childhood Assistant II position from 7.0 hours to 8.0 hours at Carlton Hills

FISCAL IMPACT:

The annual cost to increase work hours for the Instructional Assistant, Special Education II positions will be \$30,221. This increase will be offset by \$21,790 representing the savings of eliminating the vacancies for a difference of \$8,431. The increase will be paid for by the Special Education department. The annual cost to increase work hours for the Early Childhood Assistant II position will be \$5,577 and will be paid for by the fee-based YALE program.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

Consent Item D.4.3. Approval of Memorandum of Understanding with San Diego Youth Services (SDYS) for the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) Program

Prepared by Tim Larson
August 7, 2018

BACKGROUND:

The District participates in the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) program to support mental health services for Medi-Cal eligible students. San Diego Youth Services (SDYS) is a community organization certified to provide EPSDT-funded mental health services. SDYS professionals have provided these services to students since the program's inception. Staff from SDYS serve Cajon Park, Carlton Hills, Carlton Oaks, Chet F. Harritt and Santee Success Program.

The agreement shall be effective from July 1, 2018 through June 30, 2021 and may be terminated upon mutual agreement of the parties or upon thirty days' prior written notice.

RECOMMENDATION:

It is recommended that the Board of Education approve this MOU with San Diego Youth Services for the EPSDT program for the 2018-2021 school years.

FISCAL IMPACT:

There is no cost to the District. SDYS receives reimbursement for services provided directly from the State Department of Health for Medi-Cal eligible children.

STUDENT ACHIEVEMENT IMPACT:

Students who need and receive mental health support services are more likely to succeed academically in school.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

MEMORANDUM OF UNDERSTANDING
Between
San Diego Youth Services, Inc.
And
Santee School District

This Memorandum of Understanding (“MOU”) is entered into and executed as of **July 1, 2018**, by and between **San Diego Youth Services, Inc.** (“Provider”); and, **Santee School District**, with respect to the following matters:

- A. The parties to this MOU desire to provide mental health services, including individual, collateral, family and group psychotherapy services, medication support, and case management under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funded Mental Health Services to Medi-Cal eligible youth.
- B. The parties desire to enter into this MOU to set forth their respective responsibilities with respect to the delivery of EPSDT services.

This agreement shall be effective from **July 1, 2018** through **June 30, 2021**.

NOW, THEREFORE, the parties agree as follows:

- 1. Program Description. The EPSDT Services shall be provided in accordance with the following:
 - a) PROVIDER shall deliver services to youth who meet the eligibility criteria pursuant to Federal and State law governing EPSDT funded services and the County of San Diego of EPSDT funded services.
 - b) EPSDT funded services may include individual, collateral, family and group psychotherapy services, medication support, and case management, as authorized by Federal and State law and specified by the Contract County holds with the Provider.
- 2. Termination. This MOU may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days prior written notice from any party. Those authorized to receive notice for the parties are the signatories of this MOU.
- 3. Santee School District Responsibilities-Santee School District responsibilities shall include the following:
 - a) Designation of consistent location and/or office space for Provider at each site (Cajon Park Elementary, Carlton Hills Elementary, Chet F. Harritt Elementary, Carlton Oaks Elementary, and Santee Success ProgramSchool) to be used for EPSDT services.
 - b) Promotion of EPSDT funded services at contracted school sites.
 - c) Assist in identification and referral of Medi-Cal eligible youth and/or non-insured youth with an active social-security number to Provider for EPSDT funded services. Once this is determined, those cases will be referred to Provider to determine medical necessity for mental health services.
 - d) Designated school site referral contact person/s will keep in close communication with Provider on a bi-weekly to monthly basis to facilitate appropriate referrals to Provider as well as to open communication between Provider and school staff.
 - e) When appropriate, school sites will allow the Provider to actively participate in meetings such as Individualized Education Plan (IEP) meeting, S.A.R.B. meetings, and/or parent-teacher meetings in order to work collaboratively with Provider to maintain a quality system of care.
 - f) Notification to County Liaison upon any change requested in EPSDT designated contact.
 - g) Notify the County when issues arise between School district and the Provider that cannot be resolved.

4. Provider Responsibilities-Provider's responsibilities shall include the following:
- a) Provider shall provide EPSDT funded services to eligible youth referred by several contracted Santee district schools (Cajon Park Elementary, Carlton Hills Elementary, Chet F. Harritt Elementary, Carlton Oaks Elementary, and Santee Success Program School.) employing a qualified clinician (license eligible intern), per state and federal regulations governing such, and as set forth in Provider's Contract with County.
 - b) Provider will provide short-term assessment and treatment services, conducting individual, family, and group psychotherapy with full-scope Medi-Cal eligible and/or non-insured youth.
 - c) Provider will recognize the right of Santee School District to provide Educationally Related Mental Health Services (ERMHS) to district youth, and, when appropriate, will collaborate with school on any shared cases in which a youth is receiving both ERMHS through the school and Medi-Cal mental health services through provider in order to maintain a quality system of care.
 - d) Individual and group supervision provided to all license eligible interns to ensure case oversight, Treatment Teams, medication support services, and EPSDT paperwork will be completed and turned in for billing at the East County Behavioral Health Clinic.
 - e) Provider will provide access to a space to provide therapy services Monday through Friday in order to provide treatment to youth that require services outside of school hours and/or during school closures. Provider will recognize the right of schools to designate times in which a space will be available or not available for use during the work week to be used for EPSDT services.
 - f) Submission of quarterly reports to contracted schools specifying the number of youth referred for services, the number of youth served, and such additional information as agreed upon by the parties.
 - g) Provider will keep in close communication with and meet with school referral teams to facilitate appropriate referrals to Provider and open communication between Provider and school staff.
 - h) Provider shall notify the County when issues arise between the Provider and the school district.
5. Confidentiality. The parties agree that all information and records obtained in the course of providing services pursuant to this agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations including but not limited to California Welfare and Institutions Code Section 5328.

Indemnification. Provider agrees to defend, indemnify, and save free and harmless Santee School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from provider's performance or lack thereof under this agreement.

Santee School District agrees to defend, indemnify, and save free and harmless the Provider, its officers, agents and employees, against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from or alleged to have arisen from school district performance or lack thereof, under this agreement.

The parties entering into this MOU furthermore agree that Santee School District shall not assume any financial liability for any of the services rendered by Provider under terms of this agreement regardless of whether or not those services are reimbursed by County. IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

PROVIDER: San Diego Youth Services

Name: Walter Philips Date 7/29/18

Signature: 

Title: Executive Director

Santee School District: _____

Name: _____ Date _____

Signature: _____

Title: _____

Consent Item D.4.4.
Prepared by Tim Larson
August 7, 2018

Approval of Influenza Vaccine Administration Program

BACKGROUND:

On October 25, 2018, Santee School District will hold its annual open enrollment event. For the past several years, Rite Aid has agreed to provide immunizations with influenza vaccine ("flu shot") to eligible members covered by insurance. The service will once again be provided by authorized pharmacists certified under the Rite Aid immunization program.

This year, Rite Aid is partnering with the District's medical administrator, California Schools Employee Benefit Association (CSEBA), offering to provide a flu shot to employees that are not covered by insurance. This vaccine will be provided free of charge to employees and will be paid for by CSEBA.

RECOMMENDATION:

It is recommended that the Board of Education approve the influenza vaccine administration program agreement.

FISCAL IMPACT:

There is no cost to the District for this program.

STUDENT ACHIEVEMENT IMPACT:

Not applicable.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

Consent Item D.4.5.

Approval of Partnership Program Memorandum of Understanding with Concordia University - Portland to Award Grants and Scholarships

Prepared by Tim Larson
August 7, 2018

BACKGROUND:

Concordia University has agreed to enter into a Memorandum of Understanding with Santee School District committing to award grants and scholarships to qualified employees applying for admission to graduate degree or designated licensure / endorsement programs offered by Concordia. This offer is available to all District educators, administrators, staff, and employees.

The term of the agreement will begin on August 22, 2018 for a period of three (3) years, and shall automatically renew for another 3-year period, unless terminated by either party with a 90-day written notice of either party.

RECOMMENDATION:

It is recommended that the Board of Education approve the MOU with Concordia University – Portland to award grants and scholarships.

FISCAL IMPACT:

There is no cost to the District for the implementation of this program.

STUDENT ACHIEVEMENT IMPACT:

This agreement will support employees by enhancing their educational opportunities.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.



CONCORDIA
UNIVERSITY

-PORTLAND, OREGON-

Concordia University – Portland

District Partnership Program Memorandum of Understanding

School District: Santee School District

This Memorandum of Understanding (“MOU”) is entered into as of **August 22, 2018**, by and between **Santee School District** located at **9625 Cuyamaca Street, Santee, California 92071** and Concordia University – Portland (“Concordia”), with its principal office located at 2811 NE Holman Street, Portland, Oregon 97211. Pursuant to this MOU, the District/School and Concordia agree to the following:

Concordia University – Portland commits to awarding grants and scholarships to qualified candidates applying for admission to graduate degree or designated licensure/endorsement programs offered by Concordia. This offer is available to all District educators, administrators, staff, and employees (“Employees”).

The following grants and scholarships will be made available:

- Qualified applicants meeting all admission criteria and enrolling in a Master of Education degree program will receive a \$4,000 Educator Scholarship per program.
- Qualified applicants meeting all admission criteria and enrolling in a Doctorate of Education degree program will receive a District Educator Dean’s Grant equivalent to \$10,000 off tuition per program.
- Qualified applicants meeting all admission criteria and enrolling in a Master of Business Administration degree program will receive a \$5,000 Scholarship.
- The above awards cannot be combined with any other offers unless specifically noted and Concordia reserves the right to amend the amount or existence of any grants or scholarships in its absolute discretion.
- District employees may take the above programs on campus in Portland or online.

The District, in recognition of the above benefits, agrees to:

- Post on its internal professional development page that Concordia University offers scholarships to district employees.
- Keep Employees aware of benefits offered under the MOU through ongoing monthly communication(s) to employees via email, periodic newsletter (s), and other means developed jointly.
- Identify a District liaison as a direct point of contact for Concordia University.

Terms

- This MOU goes into effect beginning on the Effective Date for a period of three (3) years, and, unless terminated by either party, shall automatically renew for another 3-year period. The MOU shall renew for successive three-year terms in this manner until cancelled.
- The parties agree: (1) Concordia and Partner are the only beneficiaries of this agreement, and they do not intend to create a third-party beneficiary; (2) this MOU is the entire agreement of the parties, superseding any prior agreements; and (3) NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR RELIANCE DAMAGES, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE.
- This MOU can be cancelled by either party with a 90-day notice at any time and for any reason. Cancellation of this MOU will have no impact on benefits awarded to Employees enrolled in the program.



CONCORDIA
UNIVERSITY

-PORTLAND, OREGON-

Partner

Concordia University, Portland

Partner: Santee School District

Partner: Concordia University, Portland

Name (Print): Tim Larson

Name (Print): _____

Title: Asst. Supt., Human Resources & Pupil Services

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Phone: 619-258-2308

Email: Tim.Larson@santeesd.net

BACKGROUND:

Since the 2016-2017 school year, San Diego Youth Services (SDYS) has offered the Anti-Bullying Intervention Advocacy Support Program (Anti-BIAS) to support Santee students in coping with drama and bullying behavior. They use trained mental health specialists to provide therapeutic support, case management, and advocacy for the students identified as being a victim of bullying. The program can offer classroom or small group support for a particular grade level, as well as individual support for students and families. The program targets 7th-12th grade. Last year, SDYS served 11 students in Santee School District in the Anti-BIAS program and anticipates more to participate this next school year.

These activities are included in Anti-BIAS:

- Case Management services with duration and intensity of services reflecting the needs of the youth and cultural considerations until crisis stabilization.
- Education Support with teachers, administrators, or school personnel; or advocacy with the criminal justice system and agencies, CalVCP, community providers, mental health providers, or even parents.
- Counseling, individually, family, or through referral to clinics or individual health networks.
- Understand and acknowledge individual and family strengths.
- Offer training in a strengths-based, problem-solving approach.
- Assist families as they take action.
- Provide encouragement and moral support.
- Provide activities and things that reinforce resilience.
- Network youth and families with others for mutual support.
- Provide activities and access to services that reinforce individual and family strengths.
- Provide follow-up information to the family and community stakeholders (School staff, Law enforcement).

RECOMMENDATION:

It is recommended that the Board of Education approve the MOU with SDYS for Bully Prevention effective September 1, 2018 through December 31, 2019.

FISCAL IMPACT:

There is no fiscal impact to the District or participants.

STUDENT ACHIEVEMENT:

Students learn best when their social and emotional needs are met and they have been given strategies to address the concerns of themselves and their peers. Anti-BIAS allows the District to provide support for students and help improve school climate and culture.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.6.



**Memorandum of Understanding
Between
San Diego Youth Services
And
Santee School District**

This is a Memorandum of Understanding between **San Diego Youth Services (SDYS)** and **Santee School District (District)**. While this is not a legally binding document, this Memorandum does indicate a voluntary agreement to strengthen the respective organizations service delivery plans of the aforementioned party and other participating collaborators.

- I. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SDYS and **Santee School District** for the purpose of implementing coordinated services. The goal of the service partnership is: “To help at risk youth.”
- II. **Term:** This Memorandum of Understanding shall begin on September 1st, 2018 and will extend through December 31st, 2019. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.
- III. **Description of Participation:**
 - A. **Santee School District** agrees, per this memorandum, to provide the following:
 1. Designate an individual as a point of contact for the program.
 2. Provide the names and contact information for all youth and their families for which services are to be provided.
 3. School staff will support SDYS staff in providing follow up to students identified as needing additional services (e.g. pulling schedules, passes, space, etc.).
 4. Provide meeting and program space as available and appropriate.
 5. Provide coordinated input in the development of new programs, services and funding to insure that growth and expansion of services to children and their families fit into the ongoing aims of the collaboration
 6. Participation in community awareness, mandated reporting, and documentation activities of the Collaborative.
 7. Communicate immediately if problems/concerns arise with students or program implementation.
 - B. **San Diego Youth Services** agrees, per this memorandum to provide the following:
 1. Provide oversight, facilitation and coordination of the program design, implementation, service delivery, information management, and reporting to ensure that a high caliber of services is maintained
 2. Designate an individual as a point of contact for the program.
 3. Provide direct services for the target population of youth in grades 7th through 12th experiencing bullying/school violence services which may include services and intervention(s) such as:

- Conduct accurate psycho/social history taking and assessment.
 - Assessment for safety issues.
 - Case Management services with duration and intensity of services reflecting the needs of the youth and cultural considerations until crisis stabilization
 - Education Advocacy with teachers, administrators, or school personnel; or advocacy with the criminal justice system and agencies, CalVCP, community providers, mental health providers, or even parents.
 - Counseling, individually, family, or through referral to clinics or individual health networks
 - Understand and acknowledge individual and family strengths.
 - Offer training in a strengths-based, problem-solving approach.
 - Assist families as they take action
 - Provide encouragement and moral support.
 - Provide activities and things that reinforce resilience.
 - Network youth and families with others for mutual support.
 - Provide activities and access to services that reinforce individual and family strengths.
 - Provide follow-up information to the family and community stakeholders (School staff, Law enforcement)
4. Continue efforts to identify additional youth needs and provide additional information to enhance the program's service effectiveness and promote better outcomes for youth.
 5. Provide an updated status report upon request.
 6. SDYS will follow district safety protocols for risk of self-harm, including notification of administration and parent/guardian where warranted and connecting students to mental health services.

IV. **Confidentiality:** The collaborative partner acknowledges that their staff may acquire information from a variety of sources concerning or belonging to SDYS during the term of this Memorandum that is confidential. Such confidential information includes but is not limited to all proprietary information on SDYS, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of SDYS. The collaborative partner agrees to maintain the confidentiality of this information. The collaborative partner also agrees that s/he will not directly or indirectly use or disclose any such information during or after the term of this Memorandum by SDYS to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of SDYS to receive such information.

For the purposes of this Memorandum of Understanding, the signature by the collaborative partner on this document and the attached Business Associate Contract (**Attachment A**) ensures that the collaborative partner shall be in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations. The collaborative partner to SDYS, a Business Associate of SDYS as defined by HIPAA regulations, shall not use or further disclose protected health information other than as permitted or required by the contract or as required by law.

V. **Indemnification:** SDYS hereby indemnifies, defends, and holds harmless District, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in

part, the negligent, wrongful or willful acts or omissions of SDYS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

District, hereby indemnifies, defends, and holds harmless SDYS, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the , its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

SDYS shall have no obligation to indemnify, defend, or hold harmless Santee School District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the District sole negligence or willful misconduct; and the District shall have no obligation to indemnify, defend, or hold harmless SDYS, its Board, officers, employees, agents, independent contractors, consultants and other representatives for SDYS's sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract of final payment hereunder, and is in addition to any other rights or remedies that SDYS or District may have under the law or this contract.

VI. **Insurance:** San Diego Youth Services shall maintain Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability	\$1,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$1,000,000 per occurrence
Umbrella Liability	\$4,000,000 per occurrence

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. The District shall file, with the Agency, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the Santee School District as an additional insured.

VII. **Value of Services:** No Money is transferred. The value of staff time provided by San Diego Youth Services is approximately \$100,000 for each year of services.

VIII. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days' written notice.

Tim Larson
Asst. Supt., Human Resources & Pupil Services
Santee School District

Date

Walter Philips
Executive Director
San Diego Youth Services

Date

Attachment A

Business Associate Contract

Covered Entity: San Diego Youth Services (SDYS)

Funding Source: California Governor's Office of Emergency Services (Cal OES)

Business Associate: Consultant is **Santee School District**

The terms and conditions of this Business Associate Contract are an integral part of that certain Consultant Agreement (the "Agreement") between SDYS and Consultant. The purpose of this Business Associate Contract is to ensure that Consultant is in full compliance with the applicable Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164. These provisions shall hereafter be collectively referred to as "HIPAA."

Definition of Terms

Covered Entity. "Covered Entity" shall mean SDYS designated as the full agency subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 CFR Part 160 and Part 164, Subparts A and E, and those components of SDYS designated as Business Associates of other entities subject to the Standards for Privacy of Individually Identifiable Health Information.

Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

Individual. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in Section 164.501.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

"Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of County PHI, or interference with system operations in an information system that processes, maintains or stores County PHI.

“Unsecured PHI” shall have the meaning given to such term under HIPAA and, 42 U.S.C., section 17932(h), and any guidance issued pursuant to such regulations.

Obligations & Activities of Business Associate

Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirement of this Agreement.

Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement.

Business Associate agrees to ensure that any agent, including a Consultant, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through the Agreement to Business Associate with respect to such information.

Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with the terms of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Consultant shall use the forms and processes developed by SDYS for this purpose and shall respond to all requests for access to records requested by SDYS within forty-eight (48) hours of receipt of request by producing records or verifying there are none.

Amendment of SDYS PHI. Consultant shall make any required amendment(s) to SDYS PHI that were requested by an Individual, in accordance with HIPAA. Consultant additionally shall make any amendments to SDYS PHI as SDYS directs or agrees to make pursuant to section 164.526. These amendments shall be made in the time and manner designated by SDYS, and in no more than twenty (20) days.

Documentation of Disclosures. Consultant shall document disclosures of SDYS PHI, respond to a request by an Individual for an accounting of disclosures of SDYS PHI, and make these disclosures available to SDYS or to an Individual at SDYS's request, in accordance with HIPAA, including but not limited to sections 164.528, and 42 USC section 17935, and in the time and manner designated by SDYS.

If Consultant maintains electronic health records as of January 2009, Consultant shall provide an accounting of disclosures including those for Treatment, Payment, and Healthcare Operations (TPO), effective January 2014. If Consultant acquires electronic health records for SDYS after January 1, 2009, Consultant shall provide an accounting of disclosures, including those for TPO, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later.

The electronic accounting of disclosures shall include the three (3) years prior to the request for an accounting. Consultant shall provide to SDYS or an Individual, in the time and manner designated by SDYS, but no more than sixty (60) calendar days, accounting of disclosures necessary to meet requirements in section 164.528.

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions:

Except as otherwise limited in the Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Specific Use and Disclosure Provisions:

Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of

any instances of which they are aware the confidentiality of the information has been breached.

Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

Prohibited Uses and Disclosures

Consultant shall not disclose SDYS PHI to a health plan for payment or health care operations purposes if SDYS PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and HIPAA.

Consultant shall not directly or indirectly receive remuneration in exchange for SDYS PHI, except with the prior written consent of SDYS and as permitted by 42 U.S.C. section 17935(d)(2).

Safeguards.

Consultant shall comply with HIPAA regarding any and all operations conducted on behalf of SDYS under this Contract and shall use appropriate safeguards that comply with HIPAA to prevent the unauthorized use or disclosure of SDYS PHI.

Consultant shall develop and maintain a written information privacy and security program that complies with HIPAA, and that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Consultant's operations and the nature and scope of its activities.

Security.

Consultant shall ensure the continuous security of all computerized data systems and paper documents containing SDYS PHI. These steps shall include, at a minimum:

Comply with all Standards put forth in Article 14.3, Data Security Requirements (also referenced below in section 8);

Achieve and maintain compliance with HIPAA; and

Provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies

Obligations of Covered Entity

Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice. These privacy practices are available on SDYS's web site at www.SDYOUTHSERVICES.org.

Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

Reporting of Unauthorized Use or Disclosure. Consultant shall implement reasonable systems for the discovery of and prompt reporting to SDYS of any use or disclosure, or suspected use or disclosure, of SDYS PHI not provided for by the Contract and/or any transmission of unsecured SDYS PHI, and to take the following steps.

Reports to COR and APO. Consultant shall provide all reports of Unauthorized Uses or Disclosures to SDYS, in order for SDYS to simultaneously report to the County of San Diego's Contracting Officer's Representative and Agency Privacy Officer.

Initial Report. Consultant shall notify SDYS immediately by telephone call plus email upon the discovery of a breach of unsecured SDYS PHI in electronic media or in any other media if SDYS PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to SDYS by the Social Security Administration.

Consultant shall notify SDYS by email within twenty-four (24) hours of the discovery of any suspected security incident or breach of SDYS PHI in violation of this BAA, or potential loss of confidential data affecting this BAA.

A suspected security incident or breach shall be treated as discovered by Consultant as of the first day the breach or security incident is known, even if it is not confirmed, or by exercising reasonable diligence would have known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Consultant.

Reporting shall additionally include emailing of the "SDYS Privacy Incident Report" and/or "County of San Diego Privacy Incident Report" form within twenty-four (24) hours of any above incident, to include all information known at the time of the notification. Consultant shall use the most current version of this form, which is posted on San Diego County's website, www.cosd.compliance.org.

Corrective Action. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of SDYS PHI, Consultant shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Investigation and Investigation Report. Consultant shall immediately investigate such security incident, breach, or unauthorized access, use or disclosure of SDYS PHI.

Within seventy-two (72) hours of the discovery, Consultant shall submit an updated "SDYS Privacy Incident Report."

Complete Report. Consultant shall provide a complete report of the investigation within five (5) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on SDYS's "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA and applicable state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If County requests information in addition to that listed on the "Privacy Incident Report" form, Consultant shall make reasonable efforts to provide SDYS with such information. SDYS will review and approve the determination of whether a breach occurred, Individual notifications are required, and the corrective action plan is adequate.

Responsibilities for Notification of Breaches. If SDYS determines that the cause of a breach of SDYS PHI is attributable to Consultant or its subcontractors, agents or vendors, Consultant shall notify individuals of the breach or unauthorized use or disclosure when notification is required under Federal or State law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirements that:

Notifications be made to Individuals without unreasonable delay and in no event later than sixty (60) calendar days from the date the breach was discovered. SDYS shall approve the time, manner and content of any such notifications before notifications are made.

Notifications be made to media outlets and to the Secretary, if a breach of unsecured SDYS PHI involves more than five-hundred (500) residents of the State of California or its jurisdiction. SDYS shall approve the time, manner and content of any such notifications before notifications are made.

Designation of Individuals.

Consultant shall designate a Privacy Officer to oversee its data privacy program who shall be responsible for carrying out the requirements of this section and for communicating on Privacy matters with SDYS.

Consultant shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on Security matters with SDYS.

In accordance with section 164.504(e)(1)(ii), upon Consultant's knowledge of a material breach or violation by its subcontractor of the agreement between Consultant and the subcontractor, Consultant shall:

Provide an opportunity for the subcontractor to end the violation and terminate the agreement if the subcontractor does not end the violation within the time specified by SDYS; or

Immediately terminate the agreement if the subcontractor has violated a material term of the agreement and cure is not possible.

Data Security Requirements: Consultant shall ensure the continuous security of all computerized data systems and paper documents containing SDYS PHI and/or SDYS PII/PI. These steps shall include, at a minimum:

Personnel Controls. Consultant shall ensure: all workforce members who assist in the performance of functions or activities on behalf of SDYS, or access or disclose SDYS PHI and/or SDYS PII/PI, shall:

Have undergone a thorough Consultant background check, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security, privacy, or integrity of SDYS PHI and/or SDYS PII/PI, prior to the workforce member obtaining access to SDYS PHI and/or SDYS PII/PI. The Consultant shall retain each workforce member's Consultant background check documentation for a period of three (3) years following contract termination.

Complete privacy and security training, at least annually, at Consultant's expense. Each workforce member who receives information privacy and security training shall sign a certification, indicating the workforce member's name and the date on which the training was completed. These certifications shall be retained for a period of six (6) years following contract termination, and shall be available to SDYS upon request. Sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the workforce member prior to access to SDYS PHI and/or SDYS PII /PI and shall be renewed annually. The Consultant shall retain each person's written confidentiality statement for SDYS inspection for a period of six (6) years following contract termination.

Be appropriately sanctioned if they fail to comply with security and privacy policies and procedures, including termination of employment when appropriate.

Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. SDYS shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the SDYS upon completion of this Agreement.

Physical Security Controls. Consultant shall safeguard SDYS PHI and/or SDYS PII/PI from loss, theft, inadvertent disclosure, and therefore shall:

Ensure SDYS PHI and/or SDYS PII/PI is used and stored in an area that is physically safe from access by unauthorized persons during both working hours and nonworking hours;

Secure all areas of Consultant facilities where Consultant workers use or disclose SDYS PHI and/or SDYS PII/PI. The Consultant shall ensure that these secured areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or other access authorization, and access to premises is by official identification;

Issue workers who assist in the administration of SDYS PHI and/or SDYS PII/PI identification badges and require workers to wear badges at facilities where SDYS PHI and/or SDYS PII/PI is stored or used;

Ensure each location where SDYS PHI and/or SDYS PII/PI is used or stored has procedures and controls that ensure an individual whose access to the facility is terminated:

Is promptly escorted from the facility by an authorized employee; and

- Immediately has their access revoked to any and all SDYS PHI and/or SDYS PII/PI.

Ensure there are security guards or a monitored alarm system twenty-four (24) hours a day, seven (7) days a week at facilities where SDYS PHI and/or SDYS PII/PI is stored;

Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of SDYS PHI and/or SDYS PII/PI have perimeter security and access controls that limit access to only authorized Information Technology Staff. Visitors to the data center area must be escorted by authorized IT staff at all times;

Store paper records with SDYS PHI and/or SDYS PII/PI in locked spaces in any facilities that are multi-use, meaning that there are SDYS PHI and/or SDYS PII/PI functions and Consultant functions in one building in work areas that are not securely segregated. The Consultant shall have policies that state workers shall not leave records with SDYS PHI and/or SDYS PII/PI unattended at any time in cars or airplanes and shall not check SDYS PHI and/or SDYS PII/PI on commercial flights; and

Use all reasonable means to prevent non-authorized personnel and visitors from having access to, control of, or viewing SDYS PHI and/or SDYS PII/PI.

Technical Controls. Consultant shall ensure:

All workstations, copiers, and laptops that process and/or store SDYS PHI and/or SDYS PII/PI shall:

Be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk; and

Install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Have critical security patches applied, with system reboot if necessary. There shall be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All applicable patches shall be installed within thirty (30) days of vendor release.

All servers containing unencrypted SDYS PHI and/or SDYS PII/PI shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

Only the minimum necessary amount of SDYS PHI and/or SDYS PII/PI required to perform necessary business functions may be copied, downloaded, or exported.

All electronic files that contain SDYS PHI and/or SDYS PII/PI shall be encrypted when stored on any removable media or portable device (i.e. flash drives, cameras, mobile phones, CD/DVD, backup media, etc.). Encryption shall be a FIPS 140-2 certified algorithm, which is 128bit or higher, such as AES.

All users shall be issued a unique user name for accessing SDYS PHI and/or SDYS PII/PI. Username shall be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours.

Passwords shall be:

At least eight characters;

A non-dictionary word;

Changed at least every ninety (90) days;

Changed immediately if revealed or compromised; and

Composed of characters from at least three of the following four groups from the standard keyboard

-Upper case letters (A-Z)

-Lower case letters (a-z)

-Arabic numerals (0-9)

-Non-alphanumeric characters (punctuation symbols)

Passwords shall not be shared and shall not be stored in readable format on the computer.

Appropriate management control and oversight, in conjunction with SDYS of the function of authorizing individual user access to SDYS PHI and/or SDYS PII/PI and over the process of maintaining access controls numbers and passwords.

When no longer needed, all SDYS PHI and/or SDYS PII/PI shall be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.

All systems providing access to, transport of, or storage of SDYS PHI and/or SDYS PII/PI shall:

Provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

Display a warning banner stating that data is confidential systems are logged and system use is for business purposes only by authorized users. Users must be directed to log off the system if they do not agree with these requirements.

Maintain an automated audit trail that identifies the user or system process which initiates a request for SDYS PHI and/or SDYS PII/PI, or which alters SDYS PHI and/or SDYS PII/ PI. The audit trail shall be date and time stamped, shall log both successful and failed accesses, shall be read only, and shall be restricted to authorized users. If SDYS PHI and/or SDYS PII/ PI is stored in a database, database logging functionality shall be enabled. Audit trail data shall be archived for at least three (3) years after occurrence, and shall be available to SDYS upon request.

Use role based access controls for all users, enforcing the principle of least privilege.

Be protected by a comprehensive intrusion detection and prevention solution if they are accessible via the internet.

All data transmissions of SDYS PHI and/or SDYS PII/PI outside the secure internal network shall be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing SDYS PHI and/or SDYS PII/PI can be encrypted. This requirement pertains to any type of SDYS PII/PI in motion such as website access, file transfer, and E-Mail.

Audit Controls. Consultant shall ensure:

All systems processing and/or storing SDYS PHI and/or SDYS PII/PI shall have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

All systems processing and/or storing SDYS PHI and/or SDYS PII/PI shall have a routine procedure in place to review system logs for unauthorized access.

All systems processing and/or storing SDYS PHI and/or SDYS PII/PI shall have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Investigate anomalies in usage of SDYS PHI and/or SDYS PII/PI identified by SDYS and report conclusions of such investigations and remediations to SDYS.

Business Continuity / Disaster Recovery Controls

Consultant shall establish a documented plan to enable continuation of critical business processes and protection of the security of electronic SDYS PHI and/or SDYS PII/PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

Consultant shall ensure Data Centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of SDYS PHI or PII/PI, must include

sufficient environmental protection such as cooling, power, fire prevention, detection, and suppression.

Consultant shall have established documented procedures to backup SDYS PHI and/or SDYS PII/PI to maintain retrievable exact copies of SDYS PHI and/or SDYS PII/PI. The plan shall include a regular schedule for making backups, storing backup's offsite, an inventory of backup media, and an estimate of the amount of time needed to restore SDYS PHI and/or SDYS PII/PI should it be lost. At a minimum, the schedule shall be a weekly full backup and monthly offsite storage of SDYS data.

Paper Document Controls. Consultant shall ensure:

SDYS PHI and/or SDYS PII/PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or separate office inside a larger office.

Unattended means that information is not being observed by an employee authorized to access the information. SDYS PHI and/or SDYS PII/PI in paper form shall not be left unattended at any time in vehicles and shall not be checked in baggage during commercial flights.

Visitors to areas where SDYS PHI and/or SDYS PII/PI are contained shall be escorted and SDYS PHI and/or SDYS PII/PI shall be kept out of sight while visitors are in the area.

SDYS PHI and/or SDYS PII/PI shall be disposed of through confidential means, such as cross cut shredding and pulverizing.

SDYS PHI and/or SDYS PII/PI shall not be removed from the premises of the Consultant except for identified routine business purposes or with express written permission of SDYS.

Faxes containing SDYS PHI and/or SDYS PII/PI shall not be left unattended and fax machines shall be in secure areas. Fax cover sheets shall contain a confidentiality statement instructing persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

Mailings of SDYS PHI and/or SDYS PII/PI shall be sealed and secured from damage or inappropriate viewing of SDYS PHI and/or SDYS PII/PI to the extent possible. Mailings which include 500 or more individually identifiable records of SDYS PHI and/or SDYS PII/PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of SDYS's HHS Privacy Officer to use another method is obtained.

Consultant shall mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of SDYS PHI and/or SDYS PII/PI by Consultant or its agents, including a subcontractor, and/or in violation of the requirements of this Agreement.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Return of Information

Upon cancellation, termination or expiration of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Consultants or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the same confidentiality protections to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

Regulatory References. A reference to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

Amendment. The parties agree to take such action as is necessary to amend this Attachment A from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

Survival. The respective rights and obligations of Covered Entity and Business Associate under this Attachment A shall survive the termination of the Agreement.

Interpretation. Any ambiguity in this Attachment A shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

Item E. DISCUSSION AND/OR ACTION ITEMS

The Board invites citizens to address the Board about any of the items listed under Discussion and/or Action. Citizens wishing to address the Board about a Discussion and/or Action item are requested to submit a Request to Speak card in advance.

BACKGROUND:

At the May 15, 2018 meeting, the Board of Education adopted a resolution to place a bond reauthorization measure on the November 6, 2018 ballot. There are numerous tasks and actions necessary to register the measure with the Registrar of Voters office and inform the public.

Administration will present a draft plan and timeline for the bond reauthorization and is seeking Board direction to further solidify the plan.

RECOMMENDATION:

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

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

- Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

FISCAL IMPACT:

The fiscal impact is \$15.4 million in potential bond proceeds for uncompleted Capital Improvement Program projects.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

Board Policies and Bylaws Item F.1.1. First Reading: Revised Board Policy 5141.52,
Suicide Prevention

Prepared by Tim Larson
August 7, 2018

BACKGROUND:

This revision is brought forward to bring BP 5141.52 in line with the recommended language from CSBA. Our current policy does not have recently enacted legal references. It also contains redundant or unnecessary language specific to current law. The suggested language changes align our policy with current regulations.

RECOMMENDATION:

Revised Board Policy 5141.52, Suicide Prevention; is presented for a first reading. Any action is at the discretion of the Board.

FISCAL IMPACT:

This is a policy item. There is no fiscal impact.

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a ~~major cause~~ leading cause of death among youth and ~~should be taken seriously~~ that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. ~~In order~~ To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop ~~preventive strategies and intervention procedures~~ measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may ~~involve~~ consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, and mental health professionals, and community organizations, ~~in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention.~~

Prevention and Instruction

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students.

Staff Development

Suicide prevention training ~~may be offered~~ to help staff identify and respond to students at risk of suicide. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies and may include information on:

1. ~~Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance use problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors~~
2. ~~Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior~~
3. ~~Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health~~
4. ~~School and community resources and services~~
5. ~~District procedures for intervening when a student attempts, threatens, or discloses the desire to commit suicide~~

SUICIDE PREVENTION (continued)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades
2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and characterized by caring staff and harmonious interrelationships among students
4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

~~The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and self-esteem. Suicide prevention instruction shall be incorporated into the health education curriculum in the secondary grades. Such instruction shall be aligned with state content standards and shall be designed to help students analyze signs of depression and self-destructive behaviors, including potential suicide, and to identify suicide prevention strategies.~~

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Intervention

~~Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the principal or school counselor. The principal or counselor shall then~~

SUICIDE PREVENTION (continued)

~~notify the student's parents/guardians as soon as possible and may refer the student to mental health resources in the school or community.~~

~~Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.~~

~~The Superintendent or designee shall establish crisis intervention procedures to ensure student safety and appropriate communications in the event that a suicide occurs or an attempt is made on campus or at a school-sponsored activity.~~

*Legal Reference:*EDUCATION CODE

215 Student suicide prevention policies

32280-32289 *Comprehensive safety plan*41533 *Professional Development Block Grant, suicide prevention training for teachers*49060-49079 *Student records*49602 *Confidentiality of student information*49604 *Suicide prevention training for school counselors*GOVERNMENT CODE810-996.6 *Government Claims Act*WELFARE AND INSTITUTIONS CODE5698 *Emotionally disturbed youth; legislative intent*5850-5883 *Mental Health Services Act*COURT DECISIONS*Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554**Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008**Youth Suicide-Prevention Guidelines for California Schools, 2005**Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003*CALIFORNIA DEPARTMENT OF MENTAL HEALTH PUBLICATIONS*California Strategic Plan for Suicide Prevention: Every Californian is Part of the Solution, 2008*CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS*School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009*U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS*Preventing Suicide: A Toolkit for High Schools, 2012**National Strategy for Suicide Prevention: Goals and Objectives for Action, 2001*WEB SITES*American Association of Suicidology: <http://www.suicidology.org>**American Foundation for Suicide Prevention: <http://afsp.org>**American Psychological Association: <http://www.apa.org>**American School Counselor Association: <http://www.schoolcounselor.org>**California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>**California Department of Mental Health, Children and Youth Programs:**<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>**http://www.dmh.ca.gov/Services_and_Programs/Children_and_Youth**Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>**National Association of School Psychologists: <http://www.nasponline.org>*

SUICIDE PREVENTION (continued)

National Institute for Mental Health: <http://www.nimh.nih.gov>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

Policy
adopted: August 17, 2010
Revised: August _____, 2018

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws Item F.1.2.

First Reading: Revised Board Policy 5144,
Discipline

Prepared by Tim Larson
August 7, 2018

BACKGROUND:

This revision is brought forward to bring BP 5144 in line with the recommended language from CSBA. Our current policy does not have recently enacted legal references. It also contains redundant or unnecessary language specific to current law. The suggested language changes align our policy with current regulations.

RECOMMENDATION:

Revised Board Policy 5144, Discipline; is presented for a first reading. Any action is at the discretion of the Board.

FISCAL IMPACT:

This is a policy item. There is no fiscal impact.

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.2.

DISCIPLINE

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing ~~believes the purpose of student discipline is to create an orderly environment in which all students have equal opportunity to learn. The Board desires to prepare~~ students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior. Staff shall use preventative measures and positive conflict resolution techniques whenever possible.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

~~Board policies and administrative regulations shall delineate acceptable student conduct and provide the basis for sound disciplinary practices. Each school shall develop disciplinary rules that are positive, progressive in implementation, and promote the social and moral maturity of all students while meeting the school's individual needs.~~

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline staff shall implement appropriate discipline and attempt to identify and address the causes of the student's behavior. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn. Continually disruptive students may be assigned to alternative programs or removed from school in accordance with law, Board policy and administrative regulation. At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline.

Staff shall enforce disciplinary rules fairly, consistently, and ~~without discrimination~~ in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing ~~classroom management~~ the skills and implementing effective disciplinary needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Legal Reference:

CIVIL CODE

1714.1 Parental liability for child's misconduct

EDUCATION CODE

32280-32288 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parents or guardians

~~*49000-49001 Prohibition of corporal punishment*~~

49330-49335 Injurious objects

49550-49562 Meals for needy students

52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 *Participation in school activities until departure of bus*

353 *Detention after school*

UNITED STATES CODE, TITLE 42

1751-1769j *School Lunch Program*

1773 *School Breakfast Program*

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

~~Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999~~

CDE PROGRAM ADVISORIES

~~1010.89 *Physical Exercise as Corporal Punishment, CIL 89/9-3*~~

~~1223.88 *Corporal Punishment, CIL: 88/9-5*~~

STATE BOARD OF EDUCATION POLICIES

01-02 *School Safety, Discipline, and Attendance, March 2001*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

Elementary and Secondary Schools, 2000

WEB SITES

CDE: <http://www.cde.ca.gov>

USDOE: <http://www.ed.gov>

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

Public Counsel: <http://www.fixschooldiscipline.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy
adopted: August 17, 2010
Revised: August __, 2018

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws Item F.1.3. First Reading: Revised Board Policy 5144.1,
Suspension and Expulsion / Due Process

Prepared by Tim Larson
August 7, 2018

BACKGROUND:

This revision is brought forward to bring BP 5144.1 in line with the recommended language from CSBA. Our current policy does not have recently enacted legal references. It also contains redundant or unnecessary language specific to current law. The suggested language changes align our policy with current regulations.

RECOMMENDATION:

Revised Board Policy 5144.1, Suspension and Expulsion / Due Process; is presented for a first reading. Any action is at the discretion of the Board.

FISCAL IMPACT:

This is a policy item. There is no fiscal impact.

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.3.

SUSPENSION AND EXPULSION/DUE PROCESS

~~The Governing Board has established policies and standards of behavior in order to~~ desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. ~~protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.~~

Suspended or expelled students may be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.

~~Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct.~~

~~Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion shall be used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.~~

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be those specified in law and/or administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Zero Tolerance**

The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy, and administrative regulation as cause for suspension or expulsion.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Student Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

or designee shall comply with procedures for notices, hearings, and appeals as specified in administrative regulation and/or law.

~~Supervised Suspension Classroom~~

~~The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus and may fall behind in the coursework. The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school or in the Educational Resource Center and providing him/her with supervision that is separated from the regular classroom.~~

~~The Superintendent or designee shall establish a supervised classroom suspension program which meets the requirements of law for students suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, who pose no imminent danger or threat at school, and for whom an expulsion action has not been initiated.~~

~~The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.~~

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

Required Parental Attendance

The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Decision Not to Enforce Expulsion Order**

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law.

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

288 Lewd or lascivious acts with child under age 14
288a Oral copulation
289 Penetration of genital or anal openings
417.27 Laser pointers
422.55 Hate crime defined
422.6 Interference with exercise of civil rights
422.7 Aggravating factors for punishment
422.75 Enhanced penalties for hate crimes
626.2 Entry upon campus after written notice of suspension or dismissal without permission
626.9 Gun-Free School Zone Act of 1995
626.10 Dirks, daggers, knives, razors, or stun guns
868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

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

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Healthy Students:

<https://www2.ed.gov/about/offices/list/oese/oshs>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

<http://www.ed.gov/about/offices/list/osdfs/index.html>

Policy

adopted: August 17, 2010

Revised: August __, 2018

SANTEE SCHOOL DISTRICT

Santee, California

Item G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item H. CLOSED SESSION

Citizens wishing to address the Board about a Closed Session item are requested to submit a Request to Speak card in advance. The Board invites citizens at this time to address the Board about any of the items listed under Closed Session

The Board will go into Closed Session to discuss:

1. **Conference with Legal Counsel - Anticipated Litigation** (Gov't. Code § 54956.9)
- One Case
2. **Conference with Real Property Negotiators** (Gov't. Code § 54956.8)
Property: Summit Site (Parcel #'s: 378 210 35, 378 220 07, and 378 210 13 - located North of Princess JoAnn & Summit Avenue in Santee, CA 92071)
3. **Conference with Labor Negotiators** (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)
4. **Public Employee Performance Evaluation** (Gov't. Code § 54957)
Superintendent

Item I. RECONVENE TO PUBLIC SESSION

Item J. ADJOURNMENT

Agenda Items G, H, I, and J.