



# Santee School District

## SCHOOLS:

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

## BOARD OF EDUCATION REGULAR MEETING AGENDA September 1, 2020

### ***District Mission***

*Providing an extraordinary education in an inspiring environment with caring people*

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

#### TO JOIN THE MEETING

[Click this link to join from a PC, Mac, iPad, iPhone, or Android](#) device or by phone: (669) 900-6833, Webinar ID: 882 337 1800 (*Please note: link will be provided prior to the meeting*)

#### FOR PUBLIC COMMENTS

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

PUBLIC COMMENTS MUST BE RECEIVED BY TUESDAY, SEPTEMBER 1, AT 6:00 PM

### **A. OPENING PROCEDURES – 7:00 p.m.**

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

### **B. REPORTS AND PRESENTATIONS**

1. Superintendent's Report
  - 1.1. Developer Fees and Collection Report
  - 1.2. Use of Facilities Report
  - 1.3. Enrollment Report
2. Distance Learning Update

### **C. PUBLIC COMMUNICATION**

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

### **D. PUBLIC HEARING**

1. **2020-21 Learning Continuity and Attendance Plan (LCP)**

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

9625 Cuyamaca Street • Santee, California 92071-2674 • (619) 258-2300 • [www.santeesd.net](http://www.santeesd.net)

**E. CONSENT ITEMS** 15  
*Items listed under Consent are considered to be routine and are acted on by the Board with a single motion. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Requests-to-speak were requested in advance.*

**Superintendent**

1.1. **Approval of Minutes** 16  
 It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

1.2. **Approval of Memorandum of Understanding between Santee School District and Cox Communications California, LLC for Internet Services for Qualified Families Under its Connect2Compete Program** 22  
 It is recommended for that the Board of Education approve the Memorandum of Understanding between Santee School District and Cox Communications California, LLC for internet services for qualified families under its Connect2Compete Program.

**Business Services**

2.1. **Approval/Ratification of Travel Requests** 30  
 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. **Acceptance of Donations, Grants, and Bequests** 32  
 It is recommended that the Board of Education accept donations, grants, and/or bequests listed in the item and authorize letters of appreciation to be sent on behalf of the Board.

2.3. **Approval/Ratification of General Services Agreements** 33  
 It is recommended that the Board of Education approve/ratify agreements with General Service Providers as presented.

2.4. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 34  
 It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of July 2020.

2.5. **Approval of Reimbursement for Special Education Services** 37  
 It is recommended that the Board of Education approve reimbursing a parent for Special Education services.

**Educational Services**

3.1 **Approval of Services Contract between Santee School District and San Diego County Office of Education (SDCOE) Regarding Participation in the California Regional Environmental Education Community Grant** 38  
 It is recommended that the Board of Education approve the Services Contract with San Diego County Office of Education to participate in the California Regional Environmental Education Community Grant.

3.2 **Approval of Nonpublic Agency Master Contract with Xcite Steps ABA Agency** 40  
 It is recommended that the Board of Educations approve the Nonpublic Agency Master Contract with Xcite Steps ABA Agency.

**Human Resource/Pupil Services**

- 4.1. **Personnel, Regular** 41  
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. **Adoption of Resolution No. 2021-08 Reduce and/or Eliminate Classified Non-Management Positions** 43  
It is recommended that the Board of Education approve Resolution No. 2021-08 to Reduce and/or Eliminate Classified Non-Management Positions
- 4.3. **Approval of Short-Term Services Agreements** 45  
It is recommended that the Board of Education approve the short-term services agreements listed in the item.

**F. DISCUSSION AND/OR ACTION ITEMS** 46

*Members of the audience wishing to address the Board about any of the following items were asked to submit their comment online prior to the deadline.*

**Superintendent**

- 1.1. **Re-opening of School Campuses 2020-21** 47  
It is recommended that the Board of Education approve the campus re-entry timeline and the hybrid, transition model and discuss the recommended goal for full-time in-person instruction.

**Human Resource/Pupil Services**

- 2.1. **Ratification of Memorandum of Understanding (MOU) between Santee School District and Santee Teachers Association (STA)** 49  
It is recommended that the Board of Education ratify the Memorandum of Understanding (MOU) between Santee School District and Santee Teachers Association (STA).
- 2.2. **Ratification of Memorandum of Understanding (MOU) between Santee School District and California School Employees Association and its Santee Chapter #557** 61  
It is recommended that the Board of Education ratify the Memorandum of Understanding (MOU) between Santee School District and California School Employees Association and its Santee Chapter #557.

**G. BOARD POLICIES AND BYLAWS** 78

- 1.1. **First Reading: New Board Policy 3555, Nutrition Program Compliance** 79  
New Board Policy 3555, Nutrition Program Compliance, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.
- 1.2. **First Reading: New Board Policy 3600, Consultants** 84  
New Board Policy 3600, Consultants, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.
- 1.3. **First Reading: Revised Board Policy 5141.52, Suicide Prevention** 87  
Revised Board Policy 5142.52, Suicide Prevention, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.

H.	<b>EMPLOYEE ASSOCIATION COMMUNICATION</b>	92
I.	<b>BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	92
J.	<b>CLOSED SESSION</b>	92
1.	<b><u>Conference with Labor Negotiator</u></b> (Gov't. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Employee Organizations: Santee Teachers Association (STA); and</i> <i>Classified School Employees Association (CSEA)</i>	
2.	<b><u>Public Employee Performance Evaluation</u></b> (Gov't. Code § 54957) <i>Superintendent</i>	
K.	<b>RECONVENE TO PUBLIC SESSION</b>	92
L.	<b>ADJOURNMENT</b>	92

**Please note:** Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. As of this posting, the next regular meeting of the Board of Education will be held virtually on September 15, 2020, at 7:00 p.m. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

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

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

1. Call to Order and Welcome
2. District Mission  
*Providing an extraordinary education in an inspiring environment with caring people*
3. Pledge of Allegiance
4. Approval of Agenda for the September 1, 2020, regular meeting

Agenda Item A.

## **Item B. REPORTS AND PRESENTATIONS**

The following items are presented for Board information:

1. Superintendent's Report
  - 1.1. Developer Fees and Collection Report
  - 1.2. Use of Facilities Report
  - 1.3. Enrollment Report
2. Spotlight on Education: Distance Learning



**Requests for Use of Facilities**

<i>Fiscal Year:</i> 2020-21		<i>Report For:</i> September 1, 2020										
Site	Organization	Facility(ies) Used	Date From	Date To	Day(s) of the Week	From Time	To Time	Total Days	Total Hours	Attend	Fees	
Chet F Harritt	US Naval Sea Cadets	Parking Lot / Court	9/12/2020	6/6/2021	Sat & Sun	7:30 AM	2:00 PM	10				
Rio Seco	Santana Natl Little Leag	Grass Field	8/24/2020	11/13/2020	Mon - Fri	4:00 PM	8:00 PM	12				
Rio Seco	Santana Natl Little Leag	Grass Field	8/29/2020	11/14/2020	Saturday	8:00 AM	2:00 PM	12				



Santee School District  
 ENROLLMENT REPORT  
 8/28/2020  
 Month 1 Week 2  
 School Week 2

SCHOOL	REGULAR ED													SPECIAL ED								Total All													
	EAK 5yo	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	08/28/20	08/30/19	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	08/28/20	08/30/19	# Diff	% Diff	08/28/20	08/21/20	# Diff			
Cajon Park	7	86	89	80	76	93	88	80	94	104	768				9	4	1	5	10	2	5	4	9	49											
Dist Lmg	0	24	0	0	23	0	31	0	32	0	110				2	3	3	2	3	2	0	0	0	16											
<b>CP TOTAL</b>	7	90	89	80	99	93	120	80	126	104	868	946	-78	-8.2%	11	7	4	7	13	4	5	4	9	64	67	7	12.3%	932	932	0					
Carlton Hills	21	50	51	44	52	50	53	57	57	73	508				5	1	8	5	3	4	3	2	4	35											
Dist Lmg	0	0	7	32	8	28	32	31	0	0	138													0											
<b>CH TOTAL</b>	21	50	58	76	60	78	85	88	57	73	646	631	120	12.9%	5	1	8	5	3	4	3	2	4	35	44	-66	-100.0%	681	680	50					
Carlton Oaks		64	57	80	65	67	82	67	81	92	666				5	7	3	10	3	8	6	3	7	62											
Dist Lmg	0	25	24	24	0	0	0	0	0	27	100				0	0	0	0	0	0	7	5	4	16											
<b>CO TOTAL</b>		64	82	104	89	67	82	67	81	119	756	782	-27	-3.5%	5	7	3	10	3	8	13	8	11	68	67	1	1.5%	823	824	-1					
Chet F. Harritt	14	53	64	57	66	50	65	52	50	38	509													10											
Dist Lmg	0	24	25	0	0	0	0	0	29	0	102													0											
<b>CFH TOTAL</b>	14	77	86	82	66	50	65	52	79	38	611	634	120	12.9%										10	8	-66	-100.0%	621	622	50					
Hill Creek	20	80	85	71	78	71	77	52	58	58	630				3	3	6	5	6	0	0	0	0	23											
Dist Lmg	0	0	24	0	0	0	0	0	34	51	109				0	0	0	0	0	0	0	0	0	0	0										
<b>HC TOTAL</b>	20	80	89	71	78	71	77	52	92	109	739	710	29	4.1%	3	3	6	5	6	0	0	0	0	23	19	4	21.1%	762	766	-3					
Pepper Drive		67	55	81	75	82	78	72	116	76	702													8											
Dist Lmg		24	0	0	24	71	23	0	0	0	142													8											
<b>PD TOTAL</b>		91	55	81	99	153	101	72	116	76	844	913	120	12.9%										8	8	10	-66	-100.0%	852	862	50				
Pride Academy	19	73	67	40	51	55	51	52	32	57	497													0											
Dist Lmg											0													0											
<b>PA TOTAL</b>	19	73	67	40	51	55	51	52	32	57	497	560	-63	-11.3%										0	0	0	0	#DIV/0!	497	495	2				
Rio Seco		86	82	79	83	115	86	95	100	86	812				4	3	2	4	7	7	3	7	12	49											
Dist Lmg		0	0	24	0	0	0	57	0	0	81													0											
<b>RS TOTAL</b>		86	82	103	83	115	86	152	100	86	893	961	120	12.9%	4	3	2	4	7	7	3	7	12	49	56	-66	-100.0%	942	940	50					
Sycamore Canyon	10	48	55	35	54	45	30	30	0	0	307													0											
Dist Lmg	0	0	24	0	25	0	0	0	0	0	49				1	1	0	0	0	0	0	2	4	4	0										
<b>SC TOTAL</b>	10	48	79	35	79	45	30	30	0	0	356	369	-13	-3.5%	1	1	0	0	0	0	0	2	4	4	0	0	4	#DIV/0!	360	360	0				
In Class	91	587	565	600	628	611	557	588	584	5378					26	18	20	29	29	24	21	19	40	226											
Dist Lmg	0	72	104	105	104	99	86	88	95	78	831				3	4	3	2	3	2	7	7	4	35											
<b>SUBTOTAL</b>	0	91	659	669	672	704	727	697	645	683	6209	6506	-297	-4.6%	0	58	44	46	62	64	52	56	52	88	522	261	261	100.0%	6470	6480	-10				
Alternative School		3	1	5	5	4	6	3	0	0	27																								
Santee Success									2		2																								
NPS											0																								
<b>SUBTOTAL</b>		3	1	5	5	4	6	3	0	2	29	22	7	31.8%	0	0	0	0	0	2	1	4	4	2	13	12	1	8.3%	42	42	0				
<b>TOTAL</b>	0	91	662	670	677	709	731	703	648	683	654	6238	6528	-290	-4.4%	0	58	44	46	62	66	53	60	56	90	535	273	262	96.0%	6512	6522	-10			

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

	PK	TK 4yo	EAK 4yo	Total All
Cajon Park			0	932
Carlton Hills			0	681
Chet F Harritt			0	621
Hill Creek			0	762
Prospect Ave			0	497
Sycamore Canyon	66	7	0	433
<b>Total PK/EAK</b>	66	7	0	

<b>Total Enrollment Including PK</b>
<b>6585</b>

Reports and Presentations Item B.2.

Distance Learning Update

Prepared by Dr. Stephanie Pierce  
September 1, 2020

**BACKGROUND:**

This evening, Dr. Stephanie Pierce will present highlights from our Distance Learning Program. Presenters include, Dan Prouty, Dawn Minutelli, Bonner Montler, Mike Olander, Meredith Riffel, Bernard Yeo and Mimi McGinty.

Agenda Item B.2.

## **Item C. PUBLIC COMMUNICATION**

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

Agenda Item C.

**Item D. PUBLIC HEARING**

Agenda Item D.

Public Hearing Item D.1.  
Prepared by Dr. Stephanie Pierce  
September 1, 2020

2020-21 Learning Continuity and Attendance  
Plan (LCP)

**BACKGROUND:**

In accordance with Education Code 52062 (b)(1), the Board of Education shall hold at least one public hearing to review the District's proposed Learning Continuity and Attendance Plan (LCP) and solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Learning Continuity and Attendance Plan. Additionally, the agenda for the public hearing shall be posted at least 72 hours before the public hearing and shall include the location where the Learning Continuity and Attendance Plan will be available for public inspection.

The Santee School District's proposed Learning Continuity and Attendance Plan is available for public inspection on the District's website: [www.santeesd.net](http://www.santeesd.net). The Board of Education of Santee School District will consider the Learning Continuity and Attendance Plan for approval at the September 15, 2020 regular Board of Education meeting to be held at:

Educational Resource Center  
9619 Cuyamaca Street  
Santee, CA 92071

The public hearing should convene and permit any interested citizens to raise questions or to provide input about the proposed Learning Continuity and Attendance Plan of the District.

Agenda Item D.1.

**PLEASE POST  
Until September 1, 2020**

NOTICE OF PUBLIC HEARING

FROM THE

SANTEE SCHOOL DISTRICT

FOR

**PROPOSED LEARNING CONTINUITY AND ATTENDANCE PLAN (LCP)**

The Santee School District Board of Education will conduct a public hearing to review the District's proposed Learning Continuity and Attendance Plan (LCP).

**DATE:** Tuesday, September 1, 2020

**TIME:** 7:00 p.m.

**PLACE:** Educational Resource Center  
9619 Cuyamaca Street, Santee, CA  
(and virtually to the public)

NOTICE IS FURTHER GIVEN that the Santee School Board of Education will consider the LCP for approval at the September 15, 2020 regular Board of Education meeting to be held at Educational Resource Center, 9619 Cuyamaca Street, Santee, CA 92071; and virtually to the public.

The proposed LCP is available for public inspection on the District's website:  
<http://www.santeesd.net/>.

Posted 08/28/20  
Santee City Clerk's Office  
Educational Resource Center  
Santee Schools

## **Item E. CONSENT ITEMS**

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

Consent Item E.1.1.  
Prepared by Dr. Kristin Baranski  
September 1, 2020

Approval of Minutes

**BACKGROUND:**

Presented for Board approval –

- August 18, 2020, regular meeting minutes

**RECOMMENDATION:**

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

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: \_\_\_\_\_

Item E.1.1.



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

August 18, 2020  
**MINUTES**

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

**A. OPENING PROCEDURES**

**1. Call to Order and Welcome**

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

Members present:

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

Administration present:

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

**2. District Mission**

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

**3. Pledge of Allegiance**

President Burns led members, staff, and audience, in the Pledge of Allegiance.

**4. Approval of Agenda**

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

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

**B. REPORTS AND PRESENTATIONS**

**1. Superintendent's Report**

- 1.1. Developer Fees and Collection Report
- 1.2. Use of Facilities
- 1.3. Claims Against the District

**2. Santee Kiwanis Club Grant for COVID-19 Supplies**

Superintendent Baranski shared the Santee Kiwanis Club had applied for grants to assist school districts with purchasing supplies for reopening schools. They were able to secure a \$500 grant and used it to purchase 15 contactless thermometers. Dan Bickford, President Elect, shared the Santee Kiwanis Club has partnered with the District and PTAs since 1971 to provide volunteers, programs, scholarships, and recognitions to the benefit of Santee children. He noted that when the opportunity to apply for a grant for COVID relief arose, it was the clubs decision to apply to purchase contactless thermometers for the schools; and shared delivering the thermometers to the Superintendent accompanied by Mr. Keith Warner earlier in the day. Mr. Bickford explained it was the hope of the Santee Kiwanis that the thermometers would aide in the safety of the students when they return to in-person instruction. He expressed his gratitude towards Member Fox and Mr.

Karl Christensen, Assistant Superintendent of Business Services, for their assistance. President Burns expressed his gratitude on behalf of the Board, employees, and students for everything the Santee Kiwanis Club has done for the schools and community.

**C. PUBLIC COMMUNICATION**

President Burns explained that given the current circumstances with COVID-19, the public was given the opportunity to submit comments online or by phone prior to the meeting. There were four comments from the public. Copies of the comments were provided to the Board and Superintendent prior to the meeting; and posted on the School Board Meetings website for public review. President Burns acknowledged the receipt of the following comments during the meeting.

ID	Name2	Representing	Public Comment(s)
1	Deborah Gribble	Community and staff	The district is creating an unnecessary financial hardship by requiring staff to be onsite while children are still at home. Why? Why the added expenses for onsite staff? Why are we not considering the district staff and their current needs? I don't want staff cut in the future due to funding when the district is spending needless money and as well requiring its staff to pay for unscheduled daycare. I am disappointed.
2	Jennie Gray Connard	Self	I'm trying to get into the meeting on Tuesday. How can I sign up to be included in the meeting.
3	Jean Brittain	Gavin Brittain	Good evening, I am wondering how the AM/PM model is going to educate my jr. high student? It is only two and a half hours of education for 4 core classes. It seems that education time in person will be less than it is for distance learning. Also while teachers are on campus now is the community going to be notified if a teacher or other staff become positive with Covid? Last do you have a plan for after AM/PM or are we keeping this model for the rest of the year? Thank you.
4	Erin Kole	My child attending CH.	To: Santee School Board Members From: Erin Kole, parent of a fourth grader at Carlton Hills Please answer the following the questions: Why was there an additional Special Meeting of the Board of Education held on July 7, on the same day as a regular meeting? Why during this Special Meeting, on July 7th, was a closed session held using California Govt. Code 54947? Explain how this closed session meets the criteria for Govt. Code 54947. Explain why there was not a vote taken to meet in closed session FIRST at the Special Meeting on July 7th. How many teachers have tested positive for Covid-19 PRIOR to August 12th? How many since returning August 12th? What are the health protocols for teachers and staff when reporting to campus each day? What remote learning professional development opportunities were offered to teachers PRIOR to August 12th? What opportunities were offered AFTER August 12th? How many hours of remote learning professional development opportunities were offered to teachers prior to August 12th? How many hours were offered AFTER August 12th? What is the rationale for teachers not having the flexibility to remotely teach from their homes? Santee School District seems to be the only school district that is mandating this! What plans does the district have in place if teachers are infected with the Covid-19 virus during remote teaching? (They are now on campus with a large group of people despite being a classroom by themselves.) What plans does the district have in place if a teacher is sick and/or hospitalized with Covid-19? (Are you actively training substitute teachers in remote learning and teaching?) Have a great night! Thank you so much, Erin Kole

**D. CONSENT ITEMS**

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

**Superintendent**

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Expenditure Warrants
- 2.3. Approval/Ratification of Purchase Orders
- 2.4. Approval/Ratification of Revolving Cash Report
- 2.5. Acceptance of Donations, Grants, and Bequests

- 2.6. Approval/Ratification of General Services Agreements
- 2.7. Authorization to Apply for 2020-21 Mandated Cost Block Grant
- 2.8. Approval of Agreement with Church of God for Use of Parking Lot at PRIDE Academy
- 3.1. Approval of Nonpublic School Master Contract with Springall Academy for Nonpublic School Services
- 3.2. Approval of Student Teaching/Clinical Practice Partnership Agreement with Point Loma Nazarene University
- 3.3. Approval of Fieldwork Placement Agreement with Point Loma Nazarene University
- 4.1. Personnel, Regular
- 4.2. Approval to Create Purchasing Technician Job Description
- 4.3. Approval of Teaching Internship Agreement with Point Loma Nazarene University (PNLU)

Member Ryan moved approval of Consent Items.

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

**E. BOARD POLICIES AND BYLAWS**

President Burns noted items F.1.1, and F.1.2., were second readings. He asked Board members to contact Administration if there were any questions and/or concerns.

- 1.1. Second Reading: Revised Board Policy 3551, Food Service Operations/Cafeteria Fund
- 1.2. Second Reading: New Board Policy 3552, Summer Meal Program

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

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

**F. EMPLOYEE ASSOCIATION COMMUNICATION**

Melanie Hirahara, STA President, shared the Memorandum of Understanding for distance learning had been ratified; and noted being disheartened and frustrated for not being provided the flexibility on their work location. She explained she would be sharing some issues that were brought to her over the last week and a half. Mrs. Hirahara shared the distance learning trainings did not assist teachers in the required areas; and the philosophical ideas shared did not help teachers prepare to use new conferencing platforms or provide applicable methods for delivering instruction. She noted teachers wondered what trainings were offered prior to their return. Mrs. Hirahara shared there was no clear direction provided to teachers; and that teachers are scrambling to figure out how to provide synchronous and asynchronous instruction. Only to find out today, the day prior to the first day of school, that the apps and programs are not on the student iPads and teachers will have to change their plans. Mrs. Hirahara shared teachers have not been given the technology tools they need to be successful; and software is not available. She noted realizing the impact on the technology department and their hard work, but shared teachers do not have the proper equipment that enables them to share a documents with students. Mrs. Hirahara shared this was caused by a lack of planning; and the fact that teachers were not included in preparing for distance learning. She noted some of these issues could have been dealt with prior to the first day of school. Mrs. Hirahara explained some teachers have spent personal time, training themselves and/or creating materials to teach parents and students how to set up or use technology. She noted there was no District provided support/instruction for parents. Mrs. Hirahara explained this had affected time for curriculum planning; and noted teachers spent a lot of time on mandated tasks and did not have their two and a-half days (2½) days to prepare in their classrooms. She shared that due to technology and logistic issues, and the lack of transparency from the District on these issues, teachers are left looking ill-prepared and unprofessional. Mrs. Hirahara noted the delay in the launch of the Seesaw app, lack of login credentials for new teachers, class lists not being populated on Microsoft Teams, apps not being installed,

misdistributed iPads, etc., leaves a burden on teachers. She shared the safety mandates from the reopening logistics plan not being implemented consistently across sites, including mask wearing, social distancing, and gathering in shared spaces. Mrs. Hirahara noted the minimal communication from the District to the teachers; and shared communication was sent only after being sent a list of questions that were continually being asked of STA. She shared crying almost daily because of the frustration and anger; along with other teachers. Mrs. Hirahara noted teachers are looking unprepared when they didn't cause this. Teachers are just trying to manage the chaos created when the District decided to put all eggs in one basket to open for in-person instruction on August 19. She shared the District spent more than one month preparing for full return and not distance learning, and now teachers were picking up the pieces. Mrs. Hirahara shared teachers spent hours in over 100 degree weather distributing iPads and student supplies; and noted the teachers have been working really hard but do not feel appreciated or respected.

Member El-Hajj shared she had written down some of the issues and noted some of these were of concern; not minimizing the others. She noted not being sure if anyone had an answer at the moment to all of the concerns. But, shared being comfortable knowing she would continue to bring their concerns to their attention; and her hope that at the next meeting she would share some of the concerns and/or issues were resolved or continue. Mrs. Hirahara explained some of these issues could have been solved ahead of time, if they had worked together as a team instead of being on opposite ends. She noted teacher morale is the lowest she has ever seen. Member El-Hajj expressed her gratitude for bringing the concerns to their attention and hoped some would be resolved by the next meeting.

Member Burns expressed his gratitude towards Mrs. Hirahara and wished all teachers a great first day of school.

#### **G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS**

Superintendent Baranski shared a book published by a former District counselor, Stacy Rawson. She shared Ms. Rawson served as an intern for Ed Gigliotti; but had recently relocated to Washington. Superintendent Baranski congratulated Ms. Rawson for her achievement.

Superintendent Baranski discussed there was community support for the "waiver" to return to in-person learning. She noted the waiver process was recently revised and the need to discuss further, if the County meets the six-metrics and is allowed to return to in-person instruction. Superintendent Baranski shared that the District would know by August 31 if the County reached the six-metrics and allowed to return to in-person instruction; and would allow for discussion at the September 1 meeting. She noted the waiver still only applies for TK-grade 6; with no considerations for K-8 districts. Superintendent Baranski shared waivers, from two public school districts, had been submitted; and surrounding districts are considering the waiver and planning next steps. President Burns explained that due to the timeline, he asked that this item be brought back to the September 1 meeting for discussion. Member Levens-Craig inquired on the transition timeline and the notice parents and staff would be given for the transition from distance learning to in-person instruction. Superintendent Baranski shared proper notice would be provided for the transition; and shared she would be providing a recommended date for the Board's consideration.

Member Ryan expressed her appreciation to the parents and community for communicating their feelings and thoughts to the Board.

Member Levens-Craig shared the backpack giveaway was fun and successful. She noted there were principals, retired teachers, administrators, Board members, and community members volunteering. Member Levens-Craig shared it was great seeing the students' and parents' excitement and it being a positive way to start the school year. She noted that although there were a lot of uncertainties on whether or not students needed school supplies, she shared a backpack, crayons, a notebook, sets the students in the right direction. Member Levens-Craig expressed her appreciation to Santee Mobilehome Owners Action Committee (SMOAC) and all the volunteers that made this event possible. She shared her disappointment in not being able to visit a school and greet students on their first day of school.

Member El-Hajj shared being a teacher for 20 years and the excitement of getting ready for school; and understanding the frustrations expressed by Mrs. Hirahara. She explained that given the current circumstances, everyone is doing what they can not knowing what to expect. Member

El-Hajj shared driving her niece to pick up her iPad at Carlton Oaks; and shared her grandchildren picked up iPads from Lakeside School District. She noted the process was a lot more structured at Carlton Oaks. Member El-Hajj shared being able to experience her niece's excitement when she was greeted by the teachers as they arrived at Carlton Oaks. She noted experiencing the connection between Mrs. Benedetto and her niece as she was welcomed and handed her iPad and other material, and the impact it made on her niece. Member El-Hajj shared her grandchild's excitement to start school, and his excitement to establish a relationship with his teacher and classmates, even though he knew he would be distance learning. She noted that even though times are different, students will get excited for their "first day" of school. Member El-Hajj shared this is the message she hopes we can relay to all staff, that even though there's frustration, we still want all kids to enjoy their "first day" of school. She acknowledged all of staff's hard work and noted the pressure the Board and Executive Council have been under during this time. Member El-Hajj asked that we all take a moment to step back and acknowledge the problems but work together to solve them. She read a statement from her grandchild's teacher, "we know there are a lot of questions and concerns, so please be patient and show grace to all those involved, children and adults, during this time." She asked that we all treat each other with courtesy and grace.

Member Fox shared volunteering during the backpack give away. He noted it was great seeing the students' excitement. Member Fox explained his favorite part of the day was learning Member Levens-Craig had personally delivered backpacks to a parent who at work and unable to go herself.

President Burns shared he echoed everyone's comments; and understanding the teacher's frustrations because they want to provide the best education possible to students. He noted teachers will not only have the students' attention, but also of those at home. President Burns expressed his gratitude towards his son's teacher for her preparation; and shared his son's excitement to start school. He shared his appreciation for everyone's hard work to make this school year a success. Member Burns noted he agreed with Mrs. Hirahara on the time teachers had to prepare; and shared speaking to Superintendent Baranski about providing more support.

Superintendent Baranski shared her children were also preparing to start distance learning and shared her appreciation for their teachers.

President Burns shared the Board had received an inquiry on holding special meetings. He explained that every December, during the organizational meeting, the Board adopts a meeting calendar for the year and sent to the San Diego County Office of Education. Any time the Board meets outside of those dates, constitutes a "special meeting." President Burns shared the Board usually meets in closed session at the end of the regular meeting, but the summer allowed for the Board to meet before the regular meeting; which required a special meeting notice.

## H. CLOSED SESSION

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

## I. ADJOURNMENT

With no further business, the regular meeting of August 18, 2020 was adjourned at 8:55 p.m.

Consent Item E.1.2.  
Prepared by Dr. Kristin Baranski  
September 1, 2020

Approval/Ratification of Memorandum of Understanding with between Santee School District and Cox Communications California, LLC for Internet Services for Qualified Families under its Connect2Compete Program

**BACKGROUND:**

Due to the COVID-19 pandemic, Santee School District is required to provide some form of distance learning to the students. Distance learning requires students to have both technology devices and internet access. Understanding the economic impact of the COVID-19 pandemic, Administration has been working with Cox Communication to help offset the home internet service cost of certain selected students.

This Memorandum of Understanding contains provisions allowing the District to participate in Cox’s Reimbursement Program for Cox’s Connect2Compete home internet service to selected families.

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify the Memorandum of Understanding with Cox Communication to allow the District to participate in the home internet service reimbursement program.

This recommendation supports the following District goals:

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

**FISCAL IMPACT:**

The cost of the District participation in Cox’s Reimbursement Program to support disadvantaged families with home internet service is approximately \$9.95 per family per month. The total estimated cost is \$12,000 to be paid from the Federal Learning Loss Mitigation Funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.1.2.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of August 17, 2020 (“Effective Date”), by and between the Santee School District, a school district organized and existing under the laws of the State of California (the “District”), and COX COMMUNICATIONS CALIFORNIA, LLC, a Delaware limited liability company (“Cox”). The District and Cox are collectively referred to herein as the “Parties” or individually, as a “Party.”

### RECITALS

**WHEREAS**, due to the impacts of the recent Covid-19 pandemic, the District’s staff and students may be required by state and local officials to utilize distance learning at least for portions of the 2020-2021 school year.

**WHEREAS**, the District and Cox are mutually interested in and concerned with the temporary provision of home internet services for District staff and students during this time period, so that they may adequately perform their work and/or their educational programs.

**WHEREAS**, Cox is currently providing affordable home internet services for qualified families under its Connect2Compete Program as further described on Cox’s website at <https://www.cox.com/residential/internet/connect2compete.html> (the “C2C Program”).

**WHEREAS**, due to the widespread economic hardships being experienced by the District’s staff and students due to the impacts of the Covid-19 pandemic, the District desires to offer funding for certain students and District staff selected by the District (collectively, the “Participants”) which funding will offset the cost of the Participant’s Cox home internet services (the “District Reimbursement Program”);

**WHEREAS**, Cox has agreed to participate with the District in administering the District Reimbursement Program as it applies to Cox home internet services, in accordance with the terms and conditions of this MOU;

**NOW, THEREFORE**, in consideration of the Recitals and the terms and conditions set forth in this MOU, the Parties hereby agree and mutually understand as follows:

### TERMS

1. **Term.** The Term of this MOU shall begin on the Effective Date and will continue until terminated by either Party in accordance with Section 8 below.
2. **Reimbursement Program Requirements.**
  - (a) The District shall have the sole discretion and obligation to determine which students and staff members will be designated as Participants, and therefore eligible to participate in the District Reimbursement Program.



- (b) The District shall have the sole responsibility and obligation to communicate the following to all Participants:
- The details and the availability of the District Reimbursement Program,
  - All information regarding how the Participants can subscribe to Cox home internet services and/or apply for the Cox C2C Program,
  - Any subsequent changes to the District Reimbursement Program including but not limited to any change in material terms, changes in credits applicable to such Participants, and any termination of the District Reimbursement Program.
  - Immediate notification to any Participant that the District removes from its Participant list at any time during the Term of this MOU that such Participant will be required to pay all service fees directly to Cox in full if such Participant does not terminate its service agreement with Cox.

The Parties acknowledge that Cox shall have no obligation whatsoever with respect to communicating with any Participant, or potential Participant, in connection with any of the foregoing.

- (c) The District expressly acknowledges that Participants must subscribe to Cox home internet services in order to be eligible for the District Reimbursement Program as outlined under this MOU. The District further acknowledges that qualification for the C2C Program shall be determined solely by Cox, in its sole and absolute discretion, upon receipt of a proper application for such qualification as required on the C2C website. Cox cannot, and does not, guaranty that any individual applicant will be eligible for the C2C Program, and the District waives any claims against Cox in connection with Cox's acceptance or rejection, or failure of acceptance or rejection, of any such application, or the revocation of eligibility for any C2C Program participant at any time.
- (d) The District shall determine the date upon which it desires to commence the District Reimbursement Program by sending Cox written notice of the commencement date along with the names, addresses and, if available, the Cox account numbers of all Participants in the District Reimbursement Program (collectively, the "Required Participant Information") for the applicable month. Upon receipt of the Courtesy Payment Request, the District shall pay the Participant Credit Payment (both as defined below) applicable for that month. If requested by Cox, the District shall provide any follow-up information that may be necessary and/or any needed information verification. Upon receipt of both the Required Participant Information the Participant Credit Payment, Cox shall apply the Participant Credit Payment for the applicable month to each Participant for whom Cox was given the Required Participant Information, and such application shall take place in the manner set out in Section 3(a) below. The District acknowledges that some Cox accounts may be under a family name and District shall provide the correct family name to Cox, as applicable. Cox shall have no liability in connection with failure to apply, or incorrect application of, Participant Credit Payments as a result of any incomplete or incorrect information provided by the District.



- (e) For each successive month during the Term of this MOU, the District shall deliver to Cox, on or before the 1st of each calendar month, the updated Required Participant Information for such month and the applicable Participant Credit Payment, which shall be applied as set forth herein.

### 3. **Information Sharing**

The Parties will cooperate to identify families who do not currently have access to high-speed internet service so that they can be contacted about obtaining such service. The District may share with Cox limited pupil record information consisting only of District household addresses (the "List") for the limited purpose of determining whether a household has current access to high-speed internet service. Pursuant to Cal. Educ. Code § 49073.1, the following conditions apply:

- (a) Any information shared by the District to Cox continues to be the property of and under the control of the District.
- (b) The District shall transmit physical records using appropriate security methods and ensure that transmission of digital records of such information is password protected and only shared with necessary individuals.
- (c) Cox shall be prohibited from using any information shared pursuant to this agreement for any purpose other than to effect the purposes of this agreement.
- (d) A parent, legal guardian, or eligible pupil may review any information shared pursuant to this agreement and correct erroneous information. Such an individual should send any such request to support@sbunified.org, and the District will coordinate with Cox to fulfill the request.
- (e) Cox shall instruct any and all of its staff, representatives, agents, or contractors who may have access to information shared pursuant to this agreement, that such information is confidential and may only be used to affect the purpose of this agreement. Cox shall further ensure any physical record of such information is stored, and that digital records of such information is password protected and only shared with necessary individuals.
- (f) In the event of an unauthorized disclosure of the information shared pursuant to this agreement, Cox shall immediately notify the District of the disclosure so that the District may contact affected households and individuals.
- (g) Upon sole determination by the District that Cox has identified and shared with it the households that do not currently receive Cox service, Cox shall immediately destroy the List shared pursuant to this Agreement and supply certification to the District that such information has been destroyed.

(h) The District and Cox shall cooperate to jointly ensure compliance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). For purposes of this agreement only, information shall be shared with Cox so that it can assist in providing an institutional service that would normally be provided by the District. The Parties would consider Cox a “school official” under 34 CFR § 99.31(a)(1)(i)(B) for the limited purpose of effecting the purposes of this section. The Parties agree:

- i. Cox will be performing an institutional service or function in delivering access to instruction;
- ii. Cox will be under the direct control of the District with respect to the use and maintenance of the education records at issue in this agreement;
- iii. Cox is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

(i) Cox shall be prohibited from using information obtained pursuant to this agreement to engage in targeted advertising.

4. **Payments and Credits.**

- (a) **Participant Credit Payment.** District shall deliver to Cox on or before the first of each month, certain funds to be divided and distributed equally to each Participant listed in the Required Participant Information delivered to Cox during the corresponding month (the “Participant Credit Payment”). Each Participant Credit Payment shall be directly deposited into Cox’s bank account pursuant to instructions to be delivered to District promptly following the execution of this MOU. Within thirty (30) days after receipt and verification of the Participant Credit Payment, Cox shall apply to each Participant’s account, an equal amount of the Participant Credit Payment received from the District. The District shall promptly respond to any request from Cox for assistance in working through any issues or problems in reconciling that Participant Credit Payment with the related Required Participant Information.
- (b) **Free Services Period.** In the event Cox publishes offers that include free or discounted services, the District shall be responsible for determining which Participants shall be eligible for the Participant Credit Payment during any such free services periods.

5. **Current Cox Customers.** For clarification purposes, any designated Participants who already have an account with Cox for the purchase of home internet services, shall, so long as the District has provided Cox with the Required Participant Information, receive such Participant’s portion of the Participant Credit Payment as set forth above.

6. **Internet Speed.** The Internet Speed provided to the Participants may vary and will be determined in accordance with the terms and conditions of the C2C Program and/or the applicable residential service package purchased by the Participant.
7. **Internet Equipment/Terms of Internet Service.** The District acknowledges that each Participant shall be subject to all applicable terms and conditions of the C2C Program and/or the home internet plan to which such Participant subscribes. Furthermore, in accordance with such terms and conditions, the Participants may be charged for lost or damaged equipment, and the Participant's service(s) may be terminated as a result of the failure to abide by any of the terms and conditions for such services. Participation in the District Reimbursement Program shall not constitute a waiver of any of the foregoing by Cox.
8. **Termination.** This MOU may be terminated for any reason by either Party by giving at least thirty (30) day's written notice to the other Party. Any Participant Credit Payment made prior to such termination shall be non-refundable and shall be applied to Participant accounts as set forth above. Cox agrees not to charge the District any termination fees in connection with the termination of this MOU. Immediately upon the receipt (or giving) of a termination notice hereunder, District shall promptly inform all Participants in writing of the pending termination of this MOU, the date of such termination, notification that the Participant will continue to receive Cox services **at the Participant's sole cost** upon such termination, and instruction that payment obligations will continue to accrue unless the Participant terminate the services directly through Cox. Participants will have the option to continue to receive Cox services under the C2C Program or as a regular purchase of home internet services, as applicable. If a Participant does not cancel its Cox services, then upon the expiration of the District Reimbursement Program, the Participant will be charged for the full amount of its home internet subscription for as long as the subscription remains in effect.
9. **Indemnification.** Subject to Section 16 below, each Party shall indemnify, defend, and hold the other Party, and its respective directors, officials, officers, employees, agents, consultants and contractors (collectively, the "**Indemnified Parties**") free and harmless from any and all third party claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries for tangible property damages or personal injury including wrongful death (collectively, "**Claims**"), arising out of the gross negligence or willful misconduct of the Party providing the Indemnity. The foregoing indemnification shall exclude any Claims to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties. Furthermore, in no event shall Cox be liable for and District hereby waives any Claims against Cox arising from (i) District's failure to pay all or any portion of the Participant Credit Payment; (ii) District's failure to designate any student or staff member as a Participant in the District Reimbursement Program or its election to remove such designation; (iii) Cox's termination of any Participant's services as a result of the breach by such Participant of the applicable service agreement; (iv) any interruption of the Cox home internet services for any reason; (v) the District's provision of any incorrect or incomplete Required Participant Information or its failure to respond to Cox's request for updated or additional information; or (vi) the District's violation of any applicable laws, rules or regulations, including without limitation, any claims arising under Title VII of the

Civil Rights Act of 1964, 42 U.S.C. § 1981, or The Americans With Disabilities Act of 1990, as amended and District hereby indemnifies and holds Cox harmless from any Claims arising from the foregoing.

10. **Notices.** All written notices to be given under this MOU shall be given by first class mail, personal delivery, nationally recognized overnight courier or by email to the other Party at its address set forth below, or at such address as the Party may provide to the other Party in writing from time to time. Notice shall be deemed given upon actual delivery or refusal of same, or in the case of email, upon acknowledgement by the recipient of receipt of such notice. The Parties may, by written notice to the other Parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the District:  
Santee School District  
9625 Cuyamaca  
Santee, CA 92071  
Attn: Dr. Kristin Baranski  
Email: Kristin.Baranski@santeesd.net

If to Cox:  
Cox Communications California, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

11. **Amendment.** No modification, waiver, amendment, discharge or change of this MOU shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
12. **Binding Effect.** This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, representatives, successors and assigns.
13. **Governing Law.** This MOU shall be governed by and construed with the laws of the State of California.
14. **Validity of MOU.** The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.
15. **Counterparts.** This MOU may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and together which shall constitute one and the same instrument.
16. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements.
17. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN CONNECTION WITH THIS MOU. EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING

**WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO COX'S SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT ANY SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO PARTICIPANT'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET PARTICIPANT'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date first herein above written.

**Santee School District**

**Cox Communications California, LLC**

By:   
(Authorized Representative)

By: \_\_\_\_\_  
(Authorized Representative)

Printed Name: Dr. Kristin Baranski

Printed Name: \_\_\_\_\_

Title: Superintendent

Title: \_\_\_\_\_

Dated: August 17, 2020

Dated: \_\_\_\_\_

Consent Item E.2.1. Approval/Ratification of Travel Requests  
 Prepared by Karl Christensen  
 September 1, 2020

**BACKGROUND:**

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

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

**RECOMMENDATION:**

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

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated travel expenses are \$3,320.00, as disclosed on the following page.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.1.

Board Travel Report - September 1, 2020										
Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel	District Goal	
Wednesday, 07/01/20	Brittany Velasco	Carlton Hills	Writing Masterclass	Online Workshop	\$0	\$97	Carlton Hills	Masterclass on Writing Strategies	1	
Thursday, 09/10/20	Brienne Downing	Special Education	Nonviolent Crisis Intervention Training (Renewal)	Online Workshop	\$0	\$1,090	Special Education	Nonviolent Crisis Intervention Recertification	2	
Thursday, 09/10/20	Thor Stibor	Special Education	Nonviolent Crisis Intervention Training (Renewal)	Online Workshop	\$0	\$1,090	Special Education	Nonviolent Crisis Intervention Recertification	2	
Friday, 09/18/20	Mike Olander	Pupil Services	Student Records, Custody, and Residency Policies	Online Workshop	\$0	\$100	Pupil Services	Workshop on laws on student records, custody, and residency		
Wednesday, 09/23/20	Jessica Ochoa	Out of School Time	FRISK Leadership Training	Online Workshop	\$0	\$99	Human Resources	Employee substandard performance documentation training		
Wednesday, 09/23/20	Brienne Downing	Special Education	FRISK Leadership Training	Online Workshop	\$0	\$99	Human Resources	Employee substandard performance documentation training		
Monday, 11/09/20	Valerie Olson	Child Nutrition Services	Food Safety Training	San Diego	\$0	\$149	Child Nutrition Services	Food Safety Training	2	
Monday, 11/09/20	Connie Royer	Child Nutrition Services	Food Safety Training	San Diego	\$0	\$149	Child Nutrition Services	Food Safety Training	2	
Sunday, 11/22/20	Julie Schwartz	Child Nutrition Services	Food Safety Training	San Diego	\$0	\$149	Child Nutrition Services	Food Safety Training	2	
Sunday, 11/22/20	Penney Fahl	Child Nutrition Services	Food Safety Training	San Diego	\$0	\$149	Child Nutrition Services	Food Safety Training	2	
Sunday, 11/22/20	Lou Ann Maheu	Child Nutrition Services	Food Safety Training	San Diego	\$0	\$149	Child Nutrition Services	Food Safety Training	2	
<b>Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California</b>										
(NONE)										

District Goals:

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

Consent Item E.2.2. Acceptance of Donations, Grants, and Bequests  
 Prepared by Karl Christensen  
 September 1, 2020

**BACKGROUND:**

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

<i>Item</i>	<i>Approximate Value</i>	<i>Received From</i>	<i>Designated For Use At</i>
<b>DONATIONS</b>			
Ukuleles, Tuners, and Songbooks	\$575.00	Donor's Choice	Pepper Drive School
Funds to Support the PRIDE Academy PAC (PRIDE Assisting the Community) Clothing and Household Necessities Bank	\$150.00	Sempra Employee Giving	PRIDE Academy
	\$150.00	Sempra Employee Giving	
<b>GRANTS</b>			
(None)			
<b>BEQUESTS</b>			
(None)			
<b>TOTAL RECEIVED</b>	<b>\$875.00</b>		

**RECOMMENDATION:**

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

This recommendation supports the following District goal(s):

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

**FISCAL IMPACT:**

The donations, grants, and/or bequests listed above are valued at \$875.00.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.2.



**BACKGROUND:**

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

Approval of the following General Services Agreements is requested:

Vendor Name	Description of Services	Date(s) of Service	Amount	Funding
Alliance for African Assistance Global Village	Interpretation and Translation Services	08/19/2020 – 06/30/2021	\$18,000.00 (not to exceed)	Educational Services

**RECOMMENDATION:**

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

This recommendation supports the following District goal(s):

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

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Consent Item E.2.4. Approval/Ratification of Expenditure Transactions  
 Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)  
 September 1, 2020

**BACKGROUND:**

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

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period July 1, 2020 through July 31, 2020.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

There were 70 transactions totaling \$9,330.62 charged to various funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.4.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20200702	ABEL,CATHY	CHILD NUTRITION	SMART AND FINAL 929	14.21	Can opener-manual
20200703	ABEL,CATHY	CHILD NUTRITION	AMZN MKTP US*MJ62E5E81	1,340.04	2 electric can openers
20200714	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #908	93.71	Laminating pouches
20200715	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #908	(93.71)	Laminating pouches
20200715	ABEL,CATHY	CHILD NUTRITION	OFFICE DEPOT #908	27.48	Laminating pouches
				<u>1,381.73</u>	
20200708	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	JERSEY MIKES ONLINE OR	129.66	Board meeting supplies
20200714	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	EDIBLE ARRANGEMENTS	60.99	Appreciation for partnership with Grossmont UHSD Superintendent
20200714	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SANDWICH BAGS	66.70	Board meeting supplies
20200720	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	BASKIN #354764 ONLINE	28.99	Board meeting supplies
20200722	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	15.47	Board meeting supplies
20200722	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	PANERA BREAD #204874 O	139.32	Board meeting supplies
				<u>441.13</u>	
20200731	AVILA,EVONN	BUSINESS SERVICES	NEWEGG INC	23.35	Epson separation pad for scanner
				<u>23.35</u>	
20200702	BAKER,HOPE	OST PROGRAMS	SMART AND FINAL 929	15.96	Project Supplies: Celery hearts
20200702	BAKER,HOPE	OST PROGRAMS	TARGET 00014852	29.59	Yale classroom supplies: Sharp Table CTOP
20200712	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	55.86	5 pks, alarm clocks, Otterpops for YALE
20200712	BAKER,HOPE	OST PROGRAMS	DOLLAR TREE	19.40	Pre K classroom supplies
20200712	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	40.45	YALE snacks
20200712	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	16.33	Activities for YALE
20200729	BAKER,HOPE	OST PROGRAMS	DOLLARTREE	17.24	YALE classroom supplies
20200731	BAKER,HOPE	OST PROGRAMS	CPS HUMAN RESOURCE SER	4.85	Operations and Record Keeping Training
				<u>199.68</u>	
20200706	BORDEN,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*MJ86Y25E1	21.52	Spare kit earloop buds for office headsets
				<u>21.52</u>	
20200701	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	ZOOM.US 888-799-9666	40.00	Service upgrade Zoom
20200713	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	AMZN MKTP US*MJ9PI3KX0	1,615.00	PLT Book Study, 2020-21 Courageous Conversations About Race: A Field Guide for Achieving Equity in Schools
20200720	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	AMZN MKTP US*MV8FH4VD1	1,683.00	PLT Book Study, 2020-21 Courageous Conversations About Race: A Field Guide for Achieving Equity in Schools
20200721	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	ZOOM.US 888-799-9666	12.00	Meeting video conferencing
20200726	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	ZOOM.US 888-799-9666	169.98	Meeting video conferencing
				<u>3,519.98</u>	
20200708	GRIFFIN,DEBRA	TRANSPORTATION	V POWER EQUIPMENT	32.95	Reed valve kit and cold start valve
				<u>32.95</u>	
20200702	HICKS,TYLENE	CHET F. HARRITT	USPS PO 0541460040	30.25	Mail home student supplies
20200712	HICKS,TYLENE	CHET F. HARRITT	USPS PO 0541460040	5.30	Mail home student supplies
20200714	HICKS,TYLENE	CHET F. HARRITT	OFFICE DEPOT #609	111.60	Mark classrooms for storage due to COVID
20200719	HICKS,TYLENE	CHET F. HARRITT	AMZN MKTP US*MV0Y491Y1	53.09	Office supplies
20200729	HICKS,TYLENE	CHET F. HARRITT	WAL-MART #1917	10.68	Tape for classrooms for storage due to COVID
20200731	HICKS,TYLENE	CHET F. HARRITT	ALS SPORT SHOP	64.54	Office signage
				<u>275.46</u>	
20200715	HOOKS,TED A	PEPPER DRIVE	WF* WAYFAIR 2918763733	251.05	Library materials
				<u>251.05</u>	
20200721	LOCKE,SUMMER	SYCAMORE CANYON	AMAZON.COM*MV2LH3JQ2	276.92	Problem solving/SEL books-DoDEA grant
20200722	LOCKE,SUMMER	SYCAMORE CANYON	VISTAPR*VISTAPRINT.COM	69.58	Postcards for parent communication
20200722	LOCKE,SUMMER	SYCAMORE CANYON	AMAZON.COM*MV8T83PV0	43.61	Problem solving/SEL books-DoDEA grant
				<u>390.11</u>	
20200702	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*MJ6K42TG1	177.70	Supplies for board room setup
20200703	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	79.35	Supplies for iPad processing
20200703	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM*MJ87A20Y1	20.20	Camera for board meetings
20200708	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	30.51	Junction box, wall plate, and HDMI cable
20200714	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*MV6OY3Z71	288.43	Web cameras and headsets with microphones for Tech dept staff
20200719	MARSMAN,MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE	24.99	Security system
				<u>621.18</u>	
20200716	MARTIN,SUZANNE	HILL CREEK	AMAZON.COM*MV6Q11C40	96.30	Professional reading books: Balance with Blended Learning
20200722	MARTIN,SUZANNE	HILL CREEK	OFFICE DEPOT #2099	36.79	Tape for packing boxes for teachers to pack materials in preparation for distance learning
20200722	MARTIN,SUZANNE	HILL CREEK	OFFICE DEPOT #2099	42.20	Labels for teacher room pack-up
20200728	MARTIN,SUZANNE	HILL CREEK	BED BATH & BEYOND #474	34.47	Rolling cart for sound system
20200728	MARTIN,SUZANNE	HILL CREEK	BED BATH & BEYOND #474	(6.90)	Able to apply coupon to purchase for rolling cart purchase
20200730	MARTIN,SUZANNE	HILL CREEK	THE HOME DEPOT #0673	140.00	Hoses for power washer
				<u>342.86</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20200708	MCGINTY,MIRIAM	SPECIAL EDUCATION	AMAZON.COM*MJ7HA4XV0	32.31	Wireless mouse
				<u>32.31</u>	
20200720	MINUTELLI,DAWN	EDUCATIONAL SERVICES	SAGE PUBLICATIONS	39.20	Distance Learning Playbook and e-book
20200727	MINUTELLI,DAWN	EDUCATIONAL SERVICES	AMAZON.COM*MV3GZ7DC0	292.80	Ten books: Culturally Responsive Teaching and the Brain for all Vice Principals
				<u>332.00</u>	
20200730	MONTLER,BONNER M	EDUCATIONAL SERVICES	OFFICE DEPOT #908	107.74	Webcam for online meeting applications and remote professional development delivery
				<u>107.74</u>	
20200702	OCHOA,JESSICA	OST PROGRAMS	THE WRAPSHACK	54.84	Lunch for staff meeting
20200722	OCHOA,JESSICA	OST PROGRAMS	OFFICE DEPOT #5125	161.61	Office chair
				<u>216.45</u>	
20200701	OLANDER,MICHAEL	PUPIL SERVICES	EB CRITICAL ISSUES IN	(65.00)	Critical Issues conference reversal
20200701	OLANDER,MICHAEL	PUPIL SERVICES	RETURN REVERSAL	65.00	Critical Issues conference
20200702	OLANDER,MICHAEL	PUPIL SERVICES	EB CRITICAL ISSUES IN	(65.00)	Reimbursement for one day of training
				<u>(65.00)</u>	
20200726	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	PAYPAL *BOMBAS	39.28	Accidental personal charge. Check #6368 paid to district
				<u>39.28</u>	
20200709	RIFFEL,MEREDITH	PUPIL SERVICES	OFFICE DEPOT #908	37.70	Manilla folders
				<u>37.70</u>	
20200712	SHEEN,KRISTINA D	OST PROGRAMS	SMART AND FINAL 929	50.95	Toothpicks/summer supplies
20200712	SHEEN,KRISTINA D	OST PROGRAMS	DOLLARTREE	122.53	Summer Camp supplies
20200713	SHEEN,KRISTINA D	OST PROGRAMS	WM SUPERCENTER #2253	167.57	Twin Pack summer supplies
20200715	SHEEN,KRISTINA D	OST PROGRAMS	DOLLAR TREE	50.64	Baby oil, google eyes, greeting cards, AAA batteries
20200715	SHEEN,KRISTINA D	OST PROGRAMS	MICHAELS STORES 3256	243.03	Classroom craft supplies
20200716	SHEEN,KRISTINA D	OST PROGRAMS	WAL-MART #1917	42.21	Classroom craft supplies
20200726	SHEEN,KRISTINA D	OST PROGRAMS	DOLLARTREE	57.51	Classroom class supplies
20200731	SHEEN,KRISTINA D	OST PROGRAMS	DRI*GALLUP	89.98	Strengths Assessment
				<u>824.42</u>	
20200707	STARKEY,MARK	INFORMATION TECHNOLOGY	AMZN MKTP US*MJ7BH9PI0	8.46	HDMI to VGA adapter
20200723	STARKEY,MARK	INFORMATION TECHNOLOGY	BESTBUYCOM806252852036	296.26	Lightning digital A/V adapters for Macbooks
				<u>304.72</u>	
				<u>9,330.62</u>	

**BACKGROUND:**

From time to time, it may be beneficial to the District for a parent to contract directly for certain Special Education related services for their child(ren) rather than the District contracting with the service provider. In these cases, the parent will submit invoices and proof of payment to be reimbursed by the District in accordance with a written agreement.

**RECOMMENDATION:**

It is recommended that the Board of Education approve reimbursing a parent for Special Education services.

This recommendation supports the following District goal(s):

SUPPORTED	STRATEGIC OBJECTIVE	DESCRIPTION
✓	Educational Achievement	Assure the highest level of educational achievement for all students
✓	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 following services will be/have been reimbursed by the District:

School	Services	Rate	Amount Not To Exceed
Cajon Park	Private Tutoring	\$45.00 an hour, NTE 12 hours weekly, NTE \$500.00 per week	\$18,000

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.2.5.

Consent Item E.3.1.

Approval of Services Contract Between Santee School District and San Diego County Office of Education (SDCOE) Regarding Participation in the California Regional Environmental Education Community (CREEC) Grant

Prepared by Dr. Stephanie Pierce  
September 1, 2020

### **BACKGROUND:**

Administrative Regulation 3290, Gifts, Grants, and Bequests, has established procedures for school and District personnel to follow for the submission and obtainment of grant funding. Through Santee School District's collaboration with San Diego County Office of Education (SDCOE) around the Next Generation Science Standards (NGSS) we have the opportunity to be part of a cohort participating in the California Regional Environmental Education Community (CREEC) Grant.

Through collaboration SDCOE, experts in the field, and the Santee School District, we will immerse students in environmental literacy and local phenomena. This work will involve studying human impacts on systems, conservation around water, and what kids need to know about it. Students will research and observe water collection systems, bio-filtration systems, and phenomena local to East County. This collaborative effort will align with both Common Core Standards and Next Generation Science Standards, allowing for cross-curricular connections. Additionally, California English Language Arts (ELA) English Language Development (ELD) Standards are incorporated through use of research informed academic supports, hands-on experiments, and deep exploration of phenomena.

Santee School District will provide substitutes for teachers involving Next Generation Science Standards professional learning. These include NGSS teacher cohorts, as well as teacher leadership planning sessions.

### **RECOMMENDATION:**

Administration recommends the Board of Education approve the Service Contract between Santee School District and San Diego County Office of Education for participation in the CREEC grant.

This program supports the following District goals:

- Assure the highest level of educational achievement for all students.
- Implement a staff development plan as the cornerstone of employee performance and growth

- 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:**

Santee School District will receive up to \$23,000.00 from the Environmental Education Grant Program to support teacher attendance at the professional learning event and teacher/student environmental education field trips scheduled during the 2020-2021 school year.

**STUDENT ACHIEVEMENT:**

The CREEC grant program is dedicated to increasing the academic achievement of students in the Next Generation Science Standards (NGSS) and literacy by enhancing content knowledge and teaching skills through professional development.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.3.1.

Consent Item E.3.2

Approval of Nonpublic Agency Master Contract  
with Xcite Steps ABA Agency

Prepared by Dr. Stephanie Pierce  
September 1, 2020

**BACKGROUND:**

At times, students with disabilities require behavioral support to demonstrate educational progress at school. Xcite Steps ABA Agency foundation provides behavioral support to students with developmental disabilities, autism, other pervasive developmental disorders, and behavior challenges based on the principles of Applied Behavior Analysis (ABA). We have contracted with this agency for behavioral support services since the 2016-2017 school year.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Xcite Steps ABA Agency, for behavioral support for the term of July 1, 2020 through June 30, 2021.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated cost for behavioral support through Xcite Steps for the 2020-21 school year is 100 hours of consultation at \$125.00 per hour for a total of \$12,500.00 and 360 hours of direct support at \$50.00 per hour for a total of \$18,000. Total fiscal impact is \$30,500.00.

**STUDENT ACHIEVEMENT:**

Consultation from Xcite Steps ABA agency can be beneficial for some students with disabilities to demonstrate educational progress.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.3.2.



Consent Item E.4.1. Personnel, Regular  
 Prepared by Tim Larson  
 September 1, 2020

**BACKGROUND:**

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

**Certificated Staff**

A. New Appointments:

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

B. Temporary Rehires:

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

C. Change of Status/Location:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Rowan, Michael	Educational Resource Center to <i>Pepper Drive</i>	VI-13 #10321531	\$90,705.00	\$90,705.00	08-12-20

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

**Classified Staff**

H. New Appointments:

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

I. Rehires:

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

## Classified Staff continued

J. Change of Status/Location:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Roth, Charleeanna	Hill Creek to <i>Chet F. Harritt</i>	Instructional Assistant, Special Ed II 21 B / 6.0 hrs to 21 B / 4.0 hrs #30012239	\$2,245.00	\$1,496.73	08-19-20

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date
1. O'Keefe, Patricia	Carlton Oaks	Campus Aide / 15 E / 2.0 hrs	Medical	Approve	08-19-20

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. D'Agostino, Krista	Human Resources	Administrative Secretary	Personal	09-02-20
2. Kim, Shirley	Hill Creek	Student Support Assistant	Resignation	06-11-20
3. Ogle, Heather	PRIDE Academy	Campus Aide	Medical	08-15-20
4. Powell, Kellie	Cajon Park	Campus Aide	Resignation	06-11-20
5. Reyes, Urijah	Transportation	Bus Attendant	Resignation	08-22-20
6. Russo, Roberta	Pepper Drive	Instructional Assistant, Special Ed I	Retirement	09-01-20
7. Wetherby, Brooke	Carlton Oaks	Campus Aide	Resignation	08-19-20

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

**RECOMMENDATION:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.1.

Consent Item E.4.2.

Adoption of Resolution No. 2021-08 Reduce and/or Eliminate Classified Non-Management Positions

Prepared by Tim Larson  
September 1, 2020

**BACKGROUND:**

Recently, two students in the Special Education program moved out of the district. Both students had assigned 1:1 aide support based on their IEP. As a result of the students leaving the district it becomes necessary to eliminate the two Instructional Assistant, SPED II Aide positions assigned to these students.

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

**RECOMMENDATION:**

It is recommended that the Board of Education approve to reduce the following vacant positions effective September 2, 2020:

- One (1) Instructional Assistant, Special Ed II position at Carlton Oaks Elementary
- One (1) Instructional Assistant, Special Ed II position at Hill Creek Elementary

**FISCAL IMPACT:**

The annual savings to reduce the two Instructional Assistant, Special Ed II positions will be \$59,519.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.2.

**SANTEE SCHOOL DISTRICT  
Resolution No. 2021-08**

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

**WHEREAS**, two students in Special Education classes who were assigned 1:1 aide support have moved away from the district requiring the elimination of two Instructional Assistant, SPED II positions.

**NOW, THEREFORE, BE IT RESOLVED** that as of the 1st day of September 2020, the Governing Board of Santee School District approved to reduce and/or eliminate the following positions effective September 2, 2020:

- One (1) Instructional Assistant, Special Ed II position at Carlton Oaks Elementary
- One (1) Instructional Assistant, Special Ed II position at Hill Creek Elementary

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

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 1<sup>st</sup> day of September 2020, by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

Dated 09/01/2020

\_\_\_\_\_  
Elana Levens-Craig  
Clerk, Board of Education

Consent Item E.4.3. Approval of Short-Term Services Agreements  
 Prepared by Tim Larson  
 September 1, 2020

**BACKGROUND:**

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

**RECOMMENDATION:**

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

Name	Description of Services	Original Term, Amount, and Approval Date of Contract	Requested Increase to Contract Term and Amount	Cumulative Contract Total	Funding
Marcia Ginn-Tofflemire	Principal on Special Assignment	07/29/2020 – 08/31/2020 \$16,193.04	09/01/2020 – 11/30/2020 \$28,337.82	\$44,530.86	General Fund

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact of the Short-Term Services Agreement is detailed in the table above.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item E.4.3.

**Item F. DISCUSSION AND/OR ACTION ITEMS**

Agenda Item F.

## **BACKGROUND:**

At the July 23 Board of Education meeting, administration discussed the revised orders delivered by Governor Newsome on July 17. These revised orders required school districts on the State's County Monitoring List to begin school in a distance learning format. In addition to the discussion on how to begin school in this model, administration also recommended that the transition plan from distance learning to in-person instruction begin with a hybrid model for all students. Since San Diego County has been taken off the State's County Monitoring List and schools will be allowed to re-open as of September 1, administration has prepared the following content for discussion this evening regarding our safe re-opening of schools.

To safely transition from distance learning to in-person instruction using a hybrid model, the District's *Safe Schools Re-Opening Plan* and the school site re-opening plans have been written for this transition. Student cohorts will be determined from current classroom enrollments, half of the classroom will attend the first half of the day and the other half of the classroom will attend the second half of the day. The size of each cohort will vary by classroom based on the class enrollment; however, cohort sizes will be generally between 12 – 13 students for grades TK – 3 and 12 – 15 students for grades 4 – 8. In addition to these class sizes, the hybrid model also considers how many students are entering and exiting campus at a given time. These numbers are school dependent and will range between 200 – 400 students.

As noted in the re-opening plans, classrooms will be cleaned between student cohorts and student screenings and daily temperature checks will also be conducted. These routines will be important before the District transitions into full-time instruction for all students on campuses. In the hybrid model, students will not be having lunch on campus or recess, which will minimize interactions between student cohorts. District and school *Safe Re-Opening Plans* can be found on the District and school websites.

The District's AM/PM hybrid model will provide for a minimum of 2.75 hours of daily, in-person instruction for each child. Children who receive intensive, special education services through a special day classroom placement will remain on campus for their traditional, full-school day to receive not only instruction from their specialized academic instructor but also their other service providers, as applicable.

In addition to these in-person hours with a credentialed teacher, the teacher will provide additional independent work to be completed by the student at home. Time spent in independent practices will be grade level-dependent and in collaboration between the child's parent and teacher. The District purchased specific curriculum for independent practices this year, e.g. Dreambox, iReady, and Lexia, for this purpose.

Students who require additional intervention services by school support staff will be offered these services outside of their in-person time with the teacher. These services

include general education reading and math interventions provided by language arts specialists and intervention specialists and special education services provided by speech pathologists, specialized academic instructors, occupational therapists, etc. Most of these specialized services will continue to be delivered virtually in order to contain mixing of student cohorts while on campus.

The following timing for the transition to hybrid, in-person instruction considers the needs of our most vulnerable population of students and our youngest students as well as other logistical routines required for campus re-opening, e.g. staff testing. Administration believes certain student groups will need more time on campus to develop routines prior to incorporating all cohort groups on campus. The State Preschool at PRIDE Academy is expected, by the State of California, to return to in-person instruction by September 8.

**Administration’s Recommended Re-opening Timeline**

**Tuesday, September 8:**

State Preschool

**Monday, September 14:**

Preschool – grade 8 special day class students

**Thursday, September 24 – Friday, September 25:**

Entry of AM/PM cohorts, TK – Kindergarten

**Monday, September 28:**

Entry of AM/PM cohorts, students grades 1 – 8

Finally, administration recommends the Board discuss a timeline for full-time, in-person instruction of all students. The ability for the District to implement this re-entry will be dependent on local public health orders, local COVID data, and management of programs and services during the hybrid model. Administration’s current, recommended goal for full-time, in-person instruction for all students is November 9, the week after parent conferences and the beginning of Trimester 2.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the campus re-entry timeline and the hybrid, transition model as noted and discuss the recommended goal for full-time, in-person instruction.

Motion: \_\_\_\_\_ Second \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.1.1.



Discussion and/or Action Item F.2.1.  
Prepared by Tim Larson  
September 1, 2020

Ratification of Memorandum of  
Understanding (MOU) Between Santee  
School District and Santee Teachers  
Association (STA)

**BACKGROUND:**

Santee School District and the Santee School Teachers Association (STA) have negotiated a Memorandum of Understanding (MOU) regarding the negotiable impacts and effects of providing distance learning and in-person instruction in the 2020-21 school year related to the coronavirus:

STA membership ratified the MOU on August 12, 2020. The negotiated language is attached for your consideration. The fiscal impact of the MOU is represented below:

- Stipend of \$330 for certificated employees participating in professional development related to distance learning.

**RECOMMENDATION:**

It is recommended that the Board of Education ratify the Memorandum of Understanding agreements between Santee School District and the Santee Teachers Association (STA).

**FISCAL IMPACT:**

The Disclosure of Collective Bargaining Agreement is attached. The fiscal impact of the agreement for the 2020-21 school year is \$118,543.

**STUDENT ACHIEVEMENT IMPACT:**

This is a personnel item.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.2.1.

**Memorandum of Understanding  
Between  
Santee School District and Santee Teachers Association  
Tentative Agreement  
August 7, 2020**

The Santee School District (“District”) and the Santee Teachers Association (“STA”) enter into this Memorandum of Understanding (“MOU”) regarding the negotiable impacts and effects of providing distance learning and in-person instruction in the 2020-21 school year related to the coronavirus (“COVID-19”) pandemic.

The Parties agree that this MOU is specific to distance learning and in-person instruction provided to students during the 2020-21 school year, which may include periods of school closures. This MOU may be supplemented by an additional agreement, to be negotiated between the parties, regarding various other impacts and effects of reopening schools in the 2020-21 school year.

**Background and Definitions:**

In accordance with Senate Bill 98 (“SB 98”), the Parties recognize the intent [for the 2020-21 school year] is that LEAs offer in-person instruction to the greatest extent possible. However, LEAs can, and in some instances must, offer distance learning and/or hybrid models of learning under certain circumstances during the 2020-21 school year [Education Code Section 43503(a)(2)]. Distance learning and/or a hybrid model of learning (a combination of in-person and distance learning) can be offered as a result of an order or guidance from a state or local public health official.

**DISTANCE LEARNING:** Distance learning is defined in *California Education Code* Section 43500(a). Distance learning means instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certified employee of the local educational agency (LEA). Distance learning may include, but is not limited to, all of the following:

- Interaction, instructions, and check-ins between teachers and pupils through the use of a computer or other communications technology.
- Video or audio instruction in which the primary mode of communication between the pupil and certified employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
- The use of print, video, and audio materials incorporating assignments that are the subject of written or oral feedback.

**INSTRUCTIONAL MINUTES:** SB 98 modifies the instructional minute requirements, imposing minimum instructional minutes by grade level ranging from 180 minutes for

kindergarten, 230 minutes for grades one through three, and 240 minutes for grades four through eight. SB 98 also provides that the District shall not be required to offer the minimum physical education minutes set forth under the Education Code.

SB 98 provides that the District may meet the minimum instructional minute requirements by in-person instruction or through distance learning, or through a combination thereof. SB 98 further provides that for in-person instruction, "instructional minutes shall be based on time scheduled under the immediate physical supervision and control of an employee of the LEA who possess a valid certification document." For distance learning, "instructional time shall be based on the time value of assignments as determined, and certified to, by an employee of the LEA who possesses a valid certification document." For combination programs, the District would add the time from in-person instruction and distance learning assignments.

Under SB 98, in order to meet the required 180 instructional days, an "instructional day" is a day in which all pupils are scheduled for the length of the day established by the governing board/body of the District in a classroom under the immediate supervision of a certificated employee or in distance learning that meets the requirements set forth above.

THE PARTIES AGREE AS FOLLOWS:

A. When Schools are Closed for In-Person Instruction

1. Unit members will be provided regular updates by email or phone regarding school closures. Unit members will monitor their email on a daily (workday) basis during the closure to complete requested work and stay informed of official communication from the district.
2. The District shall take all appropriate health and safety measures and follow current state and CDC guidelines when unit members report to their worksite . Every unit member reporting to a site will be provided a location where social distance from other staff members can be maintained per current state and CDC guidelines. Both parties agree that the responsibility for creating safe working conditions is that of the Board and employees are responsible for adhering to safe procedures and practices. This includes the District's Safe At School Reopening Plan for 2020-21.
3. In order to provide the optimal learning experience for students in Distance Learning, the provisions of Article 13, Section B of the collective bargaining agreement shall continue to apply relative to the workday being on-site.

B. Compensation and Benefits

1. Bargaining unit members shall continue to receive their full compensation and benefits for services performed under both the Distance Learning and In-Person Instruction models.

2. Unit members can receive an annual stipend of \$330.00, similar to the Professional Learning Plan (PLP) stipend, which was suspended in 2020-21, for attending professional growth activities outside of the contract day related to distance learning before the end of the first trimester. Approval of the training must be given by the member's site administrator. Optional professional growth activities for Distance Learning will also be provided by the District.
3. Unit members who are unable to meet the expectations included in this MOU shall use any sick leave or personal necessity leave consistent with the law and the collective bargaining agreement. Eligible unit members will also be entitled to Families First Coronavirus Response Act (FFCRA) leave benefits. Human Resources will work in good faith with unit members to ensure access to FFCRA leave benefits.

#### C. Distance Learning Expectations

1. As needed, Distance Learning delivery models will be collaboratively planned in consultation with district/site administrators and unit members. The parties recognize that there may be a need for the District to implement certain distance learning methods in the interest of equity and to comply with changing state and federal guidelines.
2. During school closures, students will be provided Distance Learning designed to promote continuity of instruction while students are learning from home. The District will assume financial responsibility for District owned devices whether District devices are at school or in the employee's home during the period of school closure. Unit members will continue to adhere to the standard of reasonable care contained in the Staff Member Consent and Waiver for Internet/District Network Access and Use of District Technology Equipment.
3. The District will continue to offer appropriate software, hardware, training, and support for unit members to engage with students/parents online while students are learning from home. The District will work with unit members as necessary to ensure that they have the requisite technology devices and necessary software to support students in the Distance Learning environment. The District will ensure digital platforms are vetted and abide by California student privacy laws.
4. The Parties agree to regularly consult regarding guidance from the California Department of Education in order to provide equitable and appropriate education for all students.
5. The Parties acknowledge that Distance Learning schedules may differ from In-Person Instruction schedules. Unit members will plan and provide Distance Learning lessons and support activities including daily live interactions. Education Code Section 43503 requires that distance learning include "daily live interaction." Daily live interaction is two-way communication between a certificated employee

and student each instructional day, at the actual time of occurrence. Daily live interaction is required for every student with both a certificated employee and their student peers. In particular English learners, and students with special needs benefit from daily oral language development opportunities. Examples of daily live interaction include in-person and virtual communication or interactions, including but not limited to synchronous online instruction (per statute) and phone calls where both parties communicate at the time of occurrence. One-way communication, including voicemails, emails, or print materials, is not considered a live interaction.

6. Understanding that Distance Learning continues to be a new instructional delivery model for bargaining unit members, all who engage in good faith efforts to implement Distance Learning shall not be subject to disciplinary action for such efforts.

**7. *Student Attendance and Engagement***

Teachers will take daily attendance in accordance with the provisions of Education Code 43504 to document each student's daily participation. This shall include entering daily absences in the Student Information System and completing a weekly engagement record for each pupil. The weekly engagement record shall document synchronous or asynchronous instruction for each whole or partial day of distance learning, verify daily participation, and track assignments. Daily participation is defined to include: (1) evidence of participation in online activities (including completing assignments and assessments) or (2) contact between the teacher and the pupil or parent/guardian. Students not engaged in daily participation must be marked absent. Site Administrators will work with staff to implement a weekly engagement record template

8. All service providers other than classroom teachers shall provide virtual appointments to students for academic and/or social emotional counseling, monitoring, intervention, and guidance.
9. The Parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide Free and Appropriate Public Education (FAPE) for students with special needs. Special education teachers will work collaboratively with their administrator, and core content teachers via a mutually agreed upon digital platform to accommodate and/or adapt lessons to meet the needs of students' IEPs in a digital learning environment, as well as the option to create paper/pencil alternatives. They will also ensure that lessons and activities are appropriate as documented in the student's IEP. Individual accommodations will be provided.
  - a) Special education teachers and service providers will provide continuity of learning through a variety of Distance Learning resources as appropriate so that special education students, to the greatest extent possible, have

access to the same learning opportunities as those provided to the general education student population.

- b) Special education teachers and service providers shall provide in-person assessments, both formal and informal, adhering to health and safety guidelines provided by the Special Education department in accordance with CDC guidelines. The District will have available necessary Personal Protective Equipment (PPE) requested by teachers to ensure their safety including face shields, facemasks, gowns, gloves, and plexiglass shields.
- c) Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP.

10. The District shall provide a classroom/learning space for teachers performing Distance Learning activities.

#### D. When Schools are Open for In-Person Instruction

1. In accordance with Federal/State/County guidelines the District will determine when In-Person Instruction is allowed. When so determined, the District shall promptly notify unit members by email or phone.
2. Unit members shall be provided at least one week's notice of commencement of In-Person Instruction.

#### E. Evaluations

The evaluation process outlined in Article VII of the collective bargaining agreement shall be modified for 2020-21. Track I bargaining unit members, and those currently on an assistance plan, will complete the typical evaluation process. Track II bargaining unit members scheduled for evaluation will not be formally evaluated in 2020-21.

#### F. Transfers

The following procedures shall apply to transfers occurring during the 2020-21 school year:

1. Enrollment in Distance Learning when In-Person Instruction has commenced creates the need for Long-Term Distance Learning assignments. In addition, the District plans to hire temporary Intervention Resource Teachers., Collectively, these assignments shall be known as Temporary Assignments and shall be subject to transfer.
2. The District shall post and notify all bargaining unit members of Temporary Assignments and other vacancies via district email to all bargaining unit members. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date that is at least three (3) calendar days following the

posting date. The position vacated by the bargaining unit member taking a Temporary Assignment will be posted for outside applicants and will not be available for transfer.

3. Unit members with Temporary Assignments will have access to their curriculum resources and supplies during their Temporary Assignment in coordination with site administration and if necessary, the teacher in the classroom being utilized while the teacher is performing the Temporary Assignment.
4. A bargaining unit member taking a Temporary Assignment will have first priority to return to their previous assignment in 2021-22. It is expressly understood by the Parties that a Temporary Assignment teacher's previous assignment may not be available due to enrollment shifts.

### G. Special Circumstances

Article IV of the collective bargaining agreement between the District and STA stipulates that the Board and Management of the District retains and reserves exclusive rights to "...determine the kinds and levels of services to be provided, and the methods and means of providing those services..." This includes determining the location from which services are rendered, both collectively and individually.

The District believes the best conditions for a successful and robust distance learning program are created when, in a collective sense, teachers and other non-management certificated service providers perform their work from a District/school classroom or workspace.

The above notwithstanding, the Parties acknowledge that special, limited circumstances may occur when it is necessary and reasonable to allow certain bargaining unit members to work from home while adhering to the pre-determined daily instructional schedule. These special, limited circumstances may include:

1. Interactive Process Meeting (IPM) accommodation provided to an employee having underlying medical conditions that puts them in the most vulnerable group for severe illness from COVID-19 ("are at increased risk" conditions in [CDC High Risk Group](#))
2. Accommodation for Intermittent and short-term shift to home or remote location due to:
  - a. Being isolated or quarantined at home for:

- i. Mild COVID-19 symptoms that do not, in the opinion of the employee and in consultation with the employee's supervisor, impair their ability to continue their work at home; OR
  - ii. Possible or actual exposure to, or testing positive for, COVID-19 with asymptomatic experience
- b. Staying home due to mild illness symptoms not related to COVID-19 that do not, in the opinion of the employee and in consultation with the employee's supervisor, impair their ability to continue their work at home. A doctor's note may be requested by the supervisor when this accommodation is used for multiple days.

G. Other Provisions

1. The parties agree that this MOU currently addresses the impacts and effects of the District and STA decision to proceed with Distance Learning and In-Person Instruction during the COVID-19 pandemic. If new federal or state requirements are inconsistent with this MOU, or necessitate adding to or revising this MOU, the parties agree to promptly meet and negotiate.
2. The Parties understand the coronavirus pandemic situation is very fluid, and mutually agree to review the provisions of the MOU as necessary.
3. This MOU shall be non-precedent setting nor form any basis for a past practice and shall expire on June 30, 2021.

All components of the current Collective Bargaining Agreement between the District and STA not addressed by this MOU shall remain in full force and effect.

The District and the Association reserve the right to negotiate additional negotiable impacts of school closures.

This MOU shall expire at the end of the 2020-21 school year.



District Representative

8/7/2020

Date



STA President

8-7-2020

Date



## Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);  
GC § 3547.5 (Statutes of 2004, Chapter 52)

### Santee School District

Name of Bargaining Unit: Santee Teachers Association (STA)      Certificated: x      Classified: \_\_\_\_\_

The proposed agreement covers the period:      Beginning: 7/1/2020      Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: 9/1/2020  
Date

#### A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement  (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020 - 21		Year 2 2021 - 22		Year 3 2022 - 23	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. <b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$29,423,511.00	\$661,695.00	2.25%	\$661,695.00	2.20%	\$661,695.00	2.15%
2. <b>Salary Schedule</b> - Increase (Decrease)	\$30,085,206.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. <b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$30,085,206.00	\$99,000.00	0.33%	\$0.00	0.00%	\$0.00	0.00%
4. <b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$5,938,819.66	\$19,542.60	0.33%	\$0.00	0.00%	\$0.00	0.00%
5. <b>Health/Welfare Benefits</b> - Increase (Decrease)	\$2,865,126.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. <b>Total Compensation</b> - Increase (Decrease) Total Lines 1(a) thru 5(a)	\$38,889,151.66	\$780,237.60	2.01%	\$661,695.00	1.67%	\$661,695.00	1.64%
7. <b>Total Number of Represented Employees</b>	392.00	392.00	392.00	392.00	392.00	392.00	392.00
8. <b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$99,207.02	\$1,990.40	2.01%	\$1,688.00	1.67%	\$1,688.00	1.64%

Impact on other Funds: See attached for impact to Fund 12

## Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);  
GC § 3547.5 (Statutes of 2004, Chapter 52)

### Santee School District

Name of Bargaining Unit: Santee Teachers Association (STA)      Certified: x      Classified: \_\_\_\_\_

The proposed agreement covers the period:      Beginning: 7/1/2020      Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on:      9/1/2020  
Date

#### A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement  (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020 - 21		Year 2 2021 - 22		Year 3 2022 - 23	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. <b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$104,351.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2. <b>Salary Schedule</b> - Increase (Decrease)	\$104,351.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. <b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$104,351.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. <b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$20,598.89	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
5. <b>Health/Welfare Benefits</b> - Increase (Decrease)	\$17,002.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. <b>Total Compensation</b> - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$141,951.89	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
7. <b>Total Number of Represented Employees</b>	2.00	2.00	2.00	2.00	2.00	2.00	2.00
8. <b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$70,975.94	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%

Impact on other Funds: \_\_\_\_\_

**A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

MOU for Distance Learning and Hybrid instruction during COVID-19 pandemic.  
Includes \$330 per teacher stipend for engaging in professional development activities for distance learning during non work hours

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)**

**C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.**

Significant change to instructional delivery for distance learning

**D. What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

None

**E. Source of Funding for Proposed Agreement**

**1. Current Year**

Federal Learning Loss Mitigation Funds

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

One-time only stipend for 2020-21

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)**

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$76,288,245
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	6,565.80
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$2,288,647.34

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$2,288,647.34
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$13,131,161.06
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$3,126,771.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	
e. Total District Budgeted Unrestricted Reserves	\$18,546,579.40

3. Do unrestricted reserves meet the state standard minimum reserve amount?  Yes  No

**G. Certification**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Official  
(Signature)

\_\_\_\_\_  
Date

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**H. Impact of Proposed Agreement on Current Year Operating Budget**

Date of governing board approval of budget revisions in Col. 2: 9/1/2020  
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district’s financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of 8/4/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions As Of: 8/4/2020	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
2020-21 45 day budget revision:				
<b>REVENUES:</b>				
LCFF Sources (8010-8099)	59,450,336			59,450,336
Remaining Revenues (8100-8799)	17,832,035			17,832,035
<b>TOTAL REVENUES</b>	77,282,371	0	0	77,282,371
<b>EXPENDITURES:</b>				0
1000 Certificated Salaries	37,601,218	99,000		37,700,218
2000 Classified Salaries	11,059,530			11,059,530
3000 Employee Benefits	17,385,842	19,543		17,405,385
4000 Books and Supplies	2,699,235			2,699,235
5000 Services and Operating Expenses	5,985,155			5,985,155
6000 Capital Outlay	47,627			47,627
7000 Other	830,860			830,860
<b>TOTAL EXPENDITURES</b>	75,609,467	118,543	0	75,728,010
OPERATING SURPLUS (DEFICIT)	1,672,904	(118,543)	0	1,554,361
OTHER SOURCES AND TRANSFERS IN	0		0	0
OTHER USES AND TRANSFERS OUT	560,235	0	0	560,235
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,112,669	(118,543)	0	994,126
BEGINNING BALANCE	16,051,173			16,051,173
CURRENT YEAR-ENDING BALANCE	17,163,842			17,045,299
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	515,452		0	515,452
Restricted (9740)	777,267		0	777,267
Committed (9750/9760)	0		0	0
Assigned (9780)	332,772		0	332,772
Reserve Economic Uncertainties (9789)	2,285,091	3,556	0	2,288,647
Unassigned/Unappropriated (9790)	13,253,260			13,131,161

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:  
 Step and Column costs already included in Latest Board-Approved Budget Before Settlement.

**H. Impact of Proposed Agreement on Current Year Operating Budget**

Date of governing board approval of budget revisions in Col. 2: 9/1/2020  
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
2020-21 45 day budget revision:	08/04/20			
<b>REVENUES:</b>				
LCFF Sources (8010-8099)	0			0
Remaining Revenues (8100-8799)	281,833			281,833
<b>TOTAL REVENUES</b>	281,833	0	0	281,833
<b>EXPENDITURES:</b>				0
1000 Certificated Salaries	93,959	0		93,959
2000 Classified Salaries	100,491			100,491
3000 Employee Benefits	64,809	0		64,809
4000 Books and Supplies	11,814			11,814
5000 Services and Operating Expenses	9,860			9,860
6000 Capital Outlay	0			0
7000 Other	0			0
<b>TOTAL EXPENDITURES</b>	280,933	0	0	280,933
OPERATING SURPLUS (DEFICIT)	900	0	0	900
OTHER SOURCES AND TRANSFERS IN	0			0
OTHER USES AND TRANSFERS OUT	0			0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	900	0	0	900
BEGINNING BALANCE	28,255			28,255
CURRENT YEAR-ENDING BALANCE	29,155			29,155
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	0			0
Restricted (9740)	29,155	0	0	29,155
Committed (9750/9760)	0			0
Assigned (9780)	0			0
Reserve Economic Uncertainties (9789)	0			0
Unassigned/Unappropriated (9790)	0			0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Step and Column costs already included in Latest Board-Approved Budget Before Settlement.

Discussion and/or Action Item F.2.2.  
Prepared by Tim Larson  
September 1, 2020

Ratification of Memorandum of  
Understanding (MOU) Between Santee  
School District and California School  
Employees Association and its Santee  
Chapter #557

**BACKGROUND:**

Santee School District and the California School Employees Association and its Santee Chapter #557 (CSEA) have negotiated a Memorandum of Understanding (MOU) regarding the negotiable impacts and effects of District operations under COVID-19 conditions:

CSEA leadership agreed to and signed the MOU on August 18, 2020. The negotiated language is attached for your consideration.

**RECOMMENDATION:**

It is recommended that the Board of Education ratify the Memorandum of Understanding agreements between Santee School District and the California School Employees Association and its Santee Chapter #557 (CSEA).

**FISCAL IMPACT:**

The Disclosure of Collective Bargaining Agreement is attached. The fiscal impact of the agreement for the 2020-21 school year is \$0.

**STUDENT ACHIEVEMENT IMPACT:**

This is a personnel item.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item F.2.2.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS SANTEE CHAPTER 557  
TO  
SANTEE SCHOOL DISTRICT**

**IMPACTS AND EFFECTS OF THE COVID-19 PANDEMIC**

This memorandum is agreed between Santee School District (“District”) and the California School Employees Association and its Santee Chapter 557 (“CSEA”) concerning the impacts and effects of District operations under current COVID-19 conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its stakeholders. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

**1. Safety:**

A. Reporting Unsafe Conditions: In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment related to COVID-19 to the immediate supervisor. The supervisor shall, within two (2) working days, respond in writing to the employee and CSEA with the action that will be taken to resolve the reported concern or if no action will be taken the reasons why.

B. Health Orders: The District shall take all appropriate health and safety measures and follow current state and local guidelines when unit members report to their worksite. Every unit member reporting to a site will be provided a location where social distance from other staff members can be maintained per current state and local guidelines. Bargaining unit members shall adhere to the provisions of the District’s SAFE AT SCHOOL Reopening Plan for 2020-21.

C. Social Distancing: The District agrees to maintain physical distancing standards in accordance with state and local guidelines in school facilities and vehicles.

D. Personal Protective Equipment: The District shall provide sufficient protective equipment to comply with governmental guidance for students and staff appropriate for each classification or duty. Further, employees have the ability to request PPE if they feel the need due to job performance.

E. The District shall provide at all work locations a place for employees to take their duty-free lunch and breaks.

## **2. Screening:**

A. The District agrees to monitor staff and students throughout the day for signs of illness and send home staff and students with a fever of 100.4 degrees or higher, cough or other COVID-19 symptoms. The District shall provide no touch thermometers for such monitoring.

B. Bargaining unit members shall not be required to respond to screening questions that are not based on COVID-19 recognized symptoms.

C. Temperature checks and questionnaires shall be performed in a confidential manner and all screening records shall be kept confidential. Screening records shall be destroyed when appropriate and in accordance with state and local guidelines.

D. It is expressly understood that temperature and symptom screening is required by CDC and the list of symptoms is provided by the CDC. The parties agree no employee discipline may occur related to screenings.

E. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and shall not be used to inquire into other medical conditions.

F. The parties agree that employment related screening shall be considered a part of the standard workday. No employee shall be required to be screened in an unpaid status.

G. When an employee is not permitted to work due to safety screening (e.g., high temperature or positive report of key symptom), the employee shall be provided Family First Coronavirus Response Act (FFCRA) leave as appropriate.

## **3. Testing and Tracing:**

A. Upon learning of a person testing positive for COVID-19 that has been at a district work location, the District shall notify CSEA and bargaining unit employees from that location who may have been exposed through close contact to COVID-19 at work. It is understood that privacy rights under HIPPA will be maintained.

B. The District shall provide COVID-19 testing at no expense to bargaining unit employees where close contact potential exposure has occurred and in compliance with applicable governmental orders unless the employee's health insurance provides the test at no cost.

C. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

D. Bargaining unit members who do temperature and symptom checks shall be trained in confidentiality and screening technique prior to screening.

## **4. Leaves:**

A. The parties recognize that the expense of childcare may be challenging for employees. The parties will continue to work together to identify methods for addressing this issue.

B. The parties recognize that the Federal “Families First Coronavirus Response Act,” also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

C. No loss of pay during COVID-19 related closures or curtailments: In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to a coronavirus-related closure of District facilities. As essential employees, all bargaining unit members will remain on-call during their work hours during such closure should they be required to report to work.

D. CSEA support for full funding: CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to pandemic.

#### **5. Accommodations:**

A. The District explicitly acknowledges that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

B. The District agrees to initiate an Interactive Process Meeting (IPM) for employees whose physician provides restrictions and designates the employee as “high risk” or “vulnerable” as related to exposure to COVID-19. During the IPM, reasonable accommodations will be discussed and considered.

G. The District will provide the necessary materials to an employee who is provided telecommuting as an accommodation. Upon supervisor approval, unavailable materials needed to complete their work will be reimbursed.

H. In the event a CSEA bargaining-unit employee who is telecommuting is asked to report to a District work site at a time other than what is listed on the above referenced schedule, the District shall provide 24-hour notice prior to the time they are required to report.

#### **6. Workload and Staffing:**

A. The District and CSEA will continue to work collaboratively to address workload concerns related to the Safe at School Reopening Plan and related issues.

B. No staff will be disciplined due to workload issues resulting from additions or changes to their normal duties caused by COVID-19.

## **7. Job Duties and Work Hours**

A. The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. These duties shall not be part of the employee's evaluation.

B. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. This temporary solution shall not be applicable when the District is conducting traditional in-person instruction (full time instruction for all students on campus).

1. To this end, it is agreed that classified positions may be asked to perform reasonably similar related tasks. While performing these tasks employees shall not be eligible for Out-of-Class pay. Nothing herein implies a waiver of this pay in other circumstances.

2. Also, employees may be needed to alter their scheduled work hours, therefore the following applies:

- a. Change of hours shall not be required under the following conditions:
  - i. The change would conflict with the hours of another job held by the employee
  - ii. The change would prevent the employee from providing care for a child or other individual for whom the employee is the primary caregiver
  - iii. The employee cannot reasonably arrange for transportation to and from work at the new times
- b. Split schedules must be agreed to by the employee without coercion or duress.
- c. Employees are encouraged to advise their supervisors if any of the conditions above apply.

C. The District agrees to provide staff training and will utilize state or county training regarding COVID-19 related matters.

D. It is agreed that restrooms, classrooms, and workspaces shall have a "Last Sanitized" sign-off sheet displayed in the area with date, time and initials of the person performing the cleaning/disinfecting/sanitizing.

## **9. Short-Term Employment**

A. Short-Term offers of employment for additional support (i.e. Site Custodian, Custodian II, Campus Aide, OST/Project Safe Assts, CNS) shall be first made available to classified employees. Offers shall be based on a Random Draw, per site in accordance with Article 10(m) of the Collective Bargaining Agreement, for positions.

B. Those employees wishing to work in these positions shall discuss with their supervisor if the employment would interfere with their normal working hours, and if adjustments can be made to accommodate the work assignment then the employee and supervisor shall agree (in writing) for the duration of the term.

C. No person working as a short-term employee shall be evaluated beyond their regular assignment.

D. Short-Term assignments shall expire no later than December 31, 2020. If these positions need to go beyond that date, then CSEA and the District shall meet and negotiate.

**10. Evaluations:**

A. Evaluations shall be in accordance with Article 8 of the CBA. Evaluation conferences will be conducted in person if conditions permit, however they may also be conducted remotely if preferred by the employee and/or supervisor.

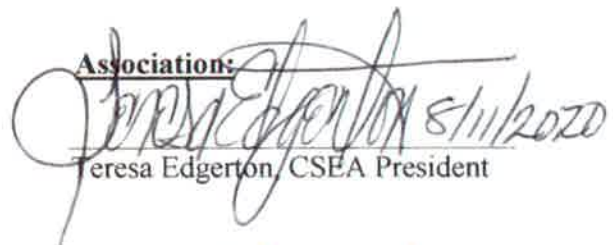
**11. Information and Further Negotiation:** The District will share with CSEA all new information it receives from local health authorities about COVID-19 pandemic. The District will inform CSEA, in writing, prior to any changes in operations or governmental orders and will negotiate effects on terms and conditions of employment, including occupational health and safety.

**12. Duration of Agreement:** This agreement shall remain in effect through June 30, 2021 or the declared end of the COVID-19 pandemic, whichever occurs first.

**13. Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

Dated this 5<sup>th</sup> day of August 2020

District  
 8/11/2020  
Tim Larson, Assistant Superintendent, HR

Association:  
 8/11/2020  
Teresa Edgerton, CSEA President

 8/11/2020  
Gustavo Padilla, CSEA Labor Relations Rep.

## Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);  
GC § 3547.5 (Statutes of 2004, Chapter 52)

### Santee School District

Name of Bargaining Unit: Classified School Employees Associatrn (CSEA) Certified: \_\_\_\_\_ Classified: x

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: 9/1/2020  
Date

#### A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020 - 2021		Year 2 2021 - 2022		Year 3 2022 - 2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. <b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$8,803,857.00	\$180,243.00	2.05%	\$180,243.00	2.01%	\$180,243.00	1.97%
2. <b>Salary Schedule</b> - Increase (Decrease)	\$8,984,100.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. <b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$8,984,100.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. <b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$2,739,252.09	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
5. <b>Health/Welfare Benefits</b> - Increase (Decrease)	\$1,178,672.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. <b>Total Compensation</b> - Increase (Decrease) Total Lines 1(a) thru 5(a)	\$12,902,024.09	\$180,243.00	1.40%	\$180,243.00	1.38%	\$180,243.00	1.36%
7. <b>Total Number of Represented Employees</b>	389.00	389.00	389.00	389.00	389.00	389.00	389.00
8. <b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$33,167.16	\$463.35	1.40%	\$463.35	1.38%	\$463.35	1.36%

Impact on other Funds: See attached for impact to Fund 12, 13, and 63

## Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);  
GC § 3547.5 (Statutes of 2004, Chapter 52)

### Santee School District

Name of Bargaining Unit: \_\_\_\_\_ Classified School Employees Associatn (CSEA) Certificated: \_\_\_\_\_ 0 Classified:  \_\_\_\_\_

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Date

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		Current Year 2020 - 2021		Year 2 2021 - 2022		Year 3 2022 - 2023	
		(a) \$	(b) \$	(c) %	(b) \$	(c) %	(b) \$
1. <b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$97,626.00	\$1,308.00	1.34%	\$1,308.00	1.32%	\$1,308.00	1.30%
2. <b>Salary Schedule</b> - Increase (Decrease)	\$98,934.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. <b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$98,934.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. <b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$30,164.98	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
5. <b>Health/Welfare Benefits</b> - Increase (Decrease)	\$1,406.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. <b>Total Compensation</b> - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$130,504.98	\$1,308.00	1.00%	\$1,308.00	0.99%	\$1,308.00	0.98%
7. <b>Total Number of Represented Employees</b>	10.00	10.00	10.00	10.00	10.00	10.00	10.00
8. <b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$13,050.50	\$130.80	1.00%	\$130.80	0.99%	\$130.80	0.98%

Impact on other Funds: \_\_\_\_\_

## Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);  
GC § 3547.5 (Statutes of 2004, Chapter 52)

### Santee School District

Name of Bargaining Unit: \_\_\_\_\_ Classified School Employees Associatn (CSEA) Certificated: \_\_\_\_\_ 0 Classified:  \_\_\_\_\_

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		Current Year 2020 - 2021		Year 2 2021 - 2022		Year 3 2022 - 2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
	(a) \$	(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. <b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$758,799.00	\$8,158.00	1.08%	\$8,158.00	1.06%	\$8,158.00	1.05%
2. <b>Salary Schedule</b> - Increase (Decrease)	\$766,957.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. <b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$766,957.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. <b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$236,332.56	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
5. <b>Health/Welfare Benefits</b> - Increase (Decrease)	\$64,454.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. <b>Total Compensation</b> - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$1,067,743.56	\$8,158.00	0.76%	\$8,158.00	0.76%	\$8,158.00	0.75%
7. <b>Total Number of Represented Employees</b>	62.00	62.00	62.00	62.00	62.00	62.00	62.00
8. <b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$17,221.67	\$131.58	0.76%	\$131.58	0.76%	\$131.58	0.75%

Impact on other Funds: \_\_\_\_\_



## Disclosure of Collective Bargaining Agreement

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GC § 3547.5 (Statutes of 2004, Chapter 52)

### Santee School District

Name of Bargaining Unit: Classified School Employees Associatn (CSEA) Certificated: 0 Classified: x

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: 9/1/2020  
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		Current Year 2020 - 2021		Year 2 2021 - 2022		Year 3 2022 - 2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. <b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$1,555,350.00	\$38,949.00	2.50%	\$38,949.00	2.44%	\$38,949.00	2.38%
2. <b>Salary Schedule</b> - Increase (Decrease)	\$1,594,299.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. <b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$1,594,299.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. <b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$486,101.77	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
5. <b>Health/Welfare Benefits</b> - Increase (Decrease)	\$187,376.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. <b>Total Compensation</b> - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$2,267,776.77	\$38,949.00	1.72%	\$38,949.00	1.69%	\$38,949.00	1.66%
7. <b>Total Number of Represented Employees</b>	97.00	97.00	97.00	97.00	97.00	97.00	97.00
8. <b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$23,379.14	\$401.54	1.72%	\$401.54	1.69%	\$401.54	1.66%

Impact on other Funds: \_\_\_\_\_

**A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

MOU for reopening under COVID-19 pandemic. No fiscal impact.

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)**

None

**C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.**

During Distance Learning, staff not needed will be repurposed to do other "reasonably similar tasks" outside of their job description with no out of class pay

**D. What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

None

**E. Source of Funding for Proposed Agreement**

**1. Current Year**

N/A

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

N/A

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)**

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$76,169,702
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	6,565.80
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$2,285,091.06

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$2,285,091.06
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$13,253,259.94
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$3,126,771.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	
e. Total District Budgeted Unrestricted Reserves	\$18,665,122.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

**Yes**

No

**G. Certification**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Official  
(Signature)

\_\_\_\_\_  
Date

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**H. Impact of Proposed Agreement on Current Year Operating Budget\***

Date of governing board approval of budget revisions in Col. 2 9/1/2020  
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions  As Of:	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
2020-21 45 day budget revision:	8/4/2020		8/4/2020	
<b>REVENUES:</b>				
LCFF Sources (8010-8099)	59,450,336			59,450,336
Remaining Revenues (8100-8799)	17,832,035			17,832,035
<b>TOTAL REVENUES</b>	77,282,371	0	0	77,282,371
<b>EXPENDITURES:</b>				0
1000 Certificated Salaries	37,601,218			37,601,218
2000 Classified Salaries	11,059,530	0		11,059,530
3000 Employee Benefits	17,385,842	0		17,385,842
4000 Books and Supplies	2,699,235			2,699,235
5000 Services and Operating Expenses	5,985,155			5,985,155
6000 Capital Outlay	47,627			47,627
7000 Other	830,860			830,860
<b>TOTAL EXPENDITURES</b>	75,609,467	0	0	75,609,467
OPERATING SURPLUS (DEFICIT)	1,672,904	0	0	1,672,904
OTHER SOURCES AND TRANSFERS IN	0		0	0
OTHER USES AND TRANSFERS OUT	560,235	0	0	560,235
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,112,669	0	0	1,112,669
BEGINNING BALANCE	16,051,173			16,051,173
CURRENT YEAR-ENDING BALANCE	17,163,842			17,163,842
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	515,452		0	515,452
Restricted (9740)	777,267		0	777,267
Committed (9750/9760)	0		0	0
Assigned (9780)	332,772		0	332,772
Reserve Economic Uncertainties (9789)	2,285,091	0	0	2,285,091
Unassigned/Unappropriated (9790)	13,253,260			13,253,260

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Step and Column costs already included in Latest Board-Approved Budget Before Settlement.

\*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

**H. Impact of Proposed Agreement on Current Year Operating Budget\***

Date of governing board approval of budget revisions in Col. 2 9/1/2020  
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of 08/04/20	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
2020-21 45 day budget revision:				
<b>REVENUES:</b>				
LCFF Sources (8010-8099)	0			0
Remaining Revenues (8100-8799)	281,833			281,833
<b>TOTAL REVENUES</b>	281,833	0	0	281,833
<b>EXPENDITURES:</b>				
1000 Certificated Salaries	93,959	0		93,959
2000 Classified Salaries	100,491	0		100,491
3000 Employee Benefits	64,809	0		64,809
4000 Books and Supplies	11,814			11,814
5000 Services and Operating Expenses	9,860			9,860
6000 Capital Outlay	0			0
7000 Other	0			0
<b>TOTAL EXPENDITURES</b>	280,933	0	0	280,933
OPERATING SURPLUS (DEFICIT)	900	0	0	900
OTHER SOURCES AND TRANSFERS IN	0			0
OTHER USES AND TRANSFERS OUT	0			0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	900	0	0	900
BEGINNING BALANCE	28,255			28,255
CURRENT YEAR-ENDING BALANCE	29,155			29,155
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	0			0
Restricted (9740)	29,155	0	0	29,155
Committed (9750/9760)	0			0
Assigned (9780)	0			0
Reserve Economic Uncertainties (9789)	0			0
Unassigned/Unappropriated (9790)	0			0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:  
 Step and Column costs already included in Latest Board-Approved Budget Before Settlement.

\*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

**H. Impact of Proposed Agreement on Current Year Operating Budget\***

Date of governing board approval of budget revisions in Col. 2 9/1/2020  
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of 08/04/20	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
2020-21 45 day budget revision:				
<b>REVENUES:</b>				
LCFF Sources (8010-8099)	0			0
Remaining Revenues (8100-8799)	2,400,717			2,400,717
<b>TOTAL REVENUES</b>	2,400,717	0	0	2,400,717
<b>EXPENDITURES:</b>				
1000 Certificated Salaries	0	0		0
2000 Classified Salaries	859,970	0		859,970
3000 Employee Benefits	275,936	0		275,936
4000 Books and Supplies	1,058,893			1,058,893
5000 Services and Operating Expenses	96,182			96,182
6000 Capital Outlay	27,000			27,000
7000 Other	67,772			67,772
<b>TOTAL EXPENDITURES</b>	2,385,753	0	0	2,385,753
OPERATING SURPLUS (DEFICIT)	14,964	0	0	14,964
OTHER SOURCES AND TRANSFERS IN	0			0
OTHER USES AND TRANSFERS OUT	0			0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	14,964	0	0	14,964
BEGINNING BALANCE	33,057			33,057
CURRENT YEAR-ENDING BALANCE	48,021			48,021
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	0			0
Restricted (9740)	48,021	0	0	48,021
Committed (9750/9760)	0			0
Assigned (9780)	0			0
Reserve Economic Uncertainties (9789)	0			0
Unassigned/Unappropriated (9790)	0			0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Step and Column costs already included in Latest Board-Approved Budget Before Settlement.

\*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

**H. Impact of Proposed Agreement on Current Year Operating Budget\***

Date of governing board approval of budget revisions in Col. 2 9/1/2020  
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
2020-21 45 day budget revision:	08/04/20			
<b>REVENUES:</b>				
LCFF Sources (8010-8099)	0			0
Remaining Revenues (8100-8799)	3,009,017			3,009,017
<b>TOTAL REVENUES</b>	3,009,017	0	0	3,009,017
<b>EXPENDITURES:</b>				0
1000 Certificated Salaries	0	0		0
2000 Classified Salaries	1,924,096	0		1,924,096
3000 Employee Benefits	755,572	0		755,572
4000 Books and Supplies	198,366			198,366
5000 Services and Operating Expenses	292,921			292,921
6000 Capital Outlay	0			0
7000 Other	0			0
<b>TOTAL EXPENDITURES</b>	3,170,955	0	0	3,170,955
OPERATING SURPLUS (DEFICIT)	(161,938)	0	0	(161,938)
OTHER SOURCES AND TRANSFERS IN	0			0
OTHER USES AND TRANSFERS OUT	263,956			263,956
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(425,894)	0	0	(425,894)
BEGINNING BALANCE	1,427,089			1,427,089
CURRENT YEAR-ENDING BALANCE	1,001,195			1,001,195
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	0			0
Restricted (9740)	0			0
Committed (9750/9760)	0			0
Assigned (9780)	0			0
Reserve Economic Uncertainties (9789)	0			0
Unassigned/Unappropriated (9790)	1,001,195			1,001,195

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Step and Column costs already included in Latest Board-Approved Budget Before Settlement.

\*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

Revised: 07/2011



**Item G. BOARD POLICIES AND BYLAWS**

Agenda Item G.

Board Policies and Bylaws G.1.1. First Reading: New Board Policy 3555,  
Prepared by Karl Christensen Nutrition Program Compliance  
September 1, 2020

**BACKGROUND:**

New Board Policy 3555, Nutrition Program Compliance, addresses the District's responsibility to comply with state and federal nondiscrimination laws as they apply to the District's nutrition programs. The proposed BP 3555 is consistent with the version promulgated by the California School Boards Association (CSBA).

**RECOMMENDATION:**

New Board Policy 3555, Nutrition Program Compliance, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.

**FISCAL IMPACT:**

None.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item G.1.1.

**NUTRITION PROGRAM COMPLIANCE**

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

Compliance Coordinator

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, and the Section 504 coordinator and Title IX coordinator if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties;
2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff;

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs;
4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants;
5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below;
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency;
7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities;
8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet;
9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary;

**NUTRITION PROGRAM COMPLIANCE**

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants.

**Notifications**

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, a statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

**Complaints of Discrimination**

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: (5 CCR 15582)

U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email [program.intake.usda.gov](mailto:program.intake.usda.gov)

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

**Complaints Regarding Noncompliance with Program Requirements**

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

## NUTRITION PROGRAM COMPLIANCE

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program
2. The facts on which the statement is based
3. The name of the district or the school against which the allegations are made
4. The complainant's contact information
5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

42238.01 Definitions for purposes of funding

48985 Notices to parents in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

PENAL CODE

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

15580-15584 Child nutrition programs complaint procedures

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

**NUTRITION PROGRAM COMPLIANCE**Legal Reference (continued):

1681-1688 Discrimination based on sex or blindness, Title IX  
UNITED STATES CODE, TITLE 29  
794 Section 504 of the Rehabilitation Act of 1973  
UNITED STATES CODE, TITLE 42  
2000d-2000d-7 Title VI, Civil Rights Act of 1964  
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
12101-12213 Americans with Disabilities Act  
CODE OF FEDERAL REGULATIONS, TITLE 7  
210.19 National School Lunch Program, additional responsibilities  
210.23 National School Lunch Program, district responsibilities  
215.7 Special Milk Program, requirements for participation  
215.14 Special Milk Program, nondiscrimination  
220.7 School Breakfast Program, requirements for participation  
220.13 School Breakfast Program, special responsibilities of state agencies  
225.3 Summer Food Service Program, administration  
225.7 Summer Food Service Program, program monitoring and assistance  
225.11 Summer Food Service Program, corrective action procedures  
226.6 Child and Adult Care Food Program, state agency administrative responsibilities  
250.15 Out-of-condition donated foods, food recalls, and complaints  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.101-35.190 Americans with Disabilities Act  
36.303 Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services  
CODE OF FEDERAL REGULATIONS, TITLE 34  
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI  
104.1-104.39 Section 504 of the Rehabilitation Act of 1973  
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:  
106.9 Dissemination of policy

Management Resources:  
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs,  
June 2018  
U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS  
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1,  
November 2005  
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS  
Notice of Non-Discrimination, August 2010

WEB SITES  
California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/mu>  
U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>  
U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>  
U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Board Policies and Bylaws G.1.2. First Reading: New Board Policy 3600,  
Prepared by Karl Christensen Consultants  
September 1, 2020

**BACKGROUND:**

New Board Policy 3600, Consultants, addresses the District's use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis, and which cannot be provided by District staff because of limitations of time, experience, or knowledge. The proposed BP 3600 is consistent with the version promulgated by the California School Boards Association (CSBA).

**RECOMMENDATION:**

New Board Policy 3600, Consultants, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.

**FISCAL IMPACT:**

None.

**STUDENT ACHIEVEMENT IMPACT:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item G.1.2.

## CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor. A person, firm, or organization shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2750.3)

1. The person or entity is free from the control and direction of the district in connection with the performance of the work.
2. The person or entity is performing work that is outside the usual course of the district providing educational services.
3. The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)

All consultant contracts shall be brought to the Board for approval.

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.



**CONSULTANTS**

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

Legal Reference:EDUCATION CODE220 Prohibition of discrimination10400-10407 Cooperative improvement programs17596 Limit on continuing contracts35010 Control of districts; prescription and enforcement of rules35172 Promotional activities35204 Contract with attorney44925 Part-time readers employed as independent contractors45103 Classified service in districts not incorporating the merit system45103.5 Contracts for food service consulting services45134-45135 Employment of retired classified employee45256 Merit system districts; classified service; positions established for professional experts on a temporary basisGOVERNMENT CODE12940 Unlawful employment practices53060 Contract for special services and advice82019 Designated employee87302 Conflict of interest codeLABOR CODE2750.3 ABC three-part test: employees and independent contractorsUNEMPLOYMENT INSURANCE CODE606.5 Determination of employment status621 Employer and employee definedCODE OF REGULATIONS, TITLE 218700.3 ConsultantCOURT DECISIONSDynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Policy

**SANTEE SCHOOL DISTRICT**

Adopted:

Santee, California

Board Policies and Bylaws Item G.1.3.

First Reading: Revised Board Policy  
5141.52, Suicide Prevention

Prepared by Tim Larson  
September 1, 2020

**BACKGROUND:**

Attached is revised Board Policy 5141.52, Suicide Prevention, as updated by the California School Board Association's (CSBA) to conform with AB 1767.

**RECOMMENDATIONS:**

Revised Board Policy 5141.52, Suicide Prevention, is being presented for a first reading. Action, if any, is at the discretion of the Board.

**FISCAL IMPACT:**

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

**STUDENT ACHIEVEMENT IMPACT:**

This revised board policy supports staff in identifying students who are at risk of self-harm and/or suicidal ideation.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

Agenda Item G.1.3.

**SUICIDE PREVENTION**

The Governing Board recognizes that suicide is a leading cause of death among youth and 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. ~~To attempt~~ In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop and strategies for suicide prevention, intervention, and postvention.

~~In developing measures and strategies for use by the district~~ policies and strategies for suicide prevention and intervention, the Superintendent or designee ~~may~~ shall consult with ~~school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.~~ school and community stakeholders such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals such as school counselors, school psychologists, school social workers, and school nurses; suicide prevention experts such as local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

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

Measures and strategies for suicide prevention, intervention, and postvention 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~~, as described in the accompanying administrative regulation
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

**SUICIDE PREVENTION**

- 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

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)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

**Legal Reference:**

EDUCATION CODE

- 215 Student suicide prevention policies
- 32280-32289 Comprehensive safety plan
- 49060-49079 Student records
- 49602 Confidentiality of student information
- 49604 Suicide prevention training for school counselors

GOVERNMENT CODE

- 810-996.6 Government Claims Act

WELFARE AND INSTITUTIONS CODE

- 5698 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

**SUICIDE PREVENTION**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

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/eg/mh>

California Department of Mental Health, Children and Youth Programs:

<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

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>

Legal Reference:EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5886 Children's 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

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019

**SUICIDE PREVENTION**

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

Preventing Suicide: A Toolkit for High Schools, 2012

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 Health Care Services, Mental Health Services: <http://www.dhcs.ca.gov/services/MH>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

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

Suicide Prevention Resource Center: <http://www.sprc.org/about-suicide>

Suicide Prevention Lifeline: <http://suicidepreventionlifeline.org>

Trevor Project: <http://thetrevorproject.org>

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 21, 2018, August \_\_, 2020

**SANTEE SCHOOL DISTRICT**

Santee, California

**Item H. EMPLOYEE ASSOCIATION COMMUNICATION**

**Item I. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS**

**Item J. CLOSED SESSION**

**Item K. RECONVENE TO PUBLIC SESSION**

**Item L. ADJOURNMENT**

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