



Santee School District

SCHOOLS:

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

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

**BOARD OF EDUCATION
 REGULAR MEETING
 AGENDA
 October 15, 2019**

District Mission

Providing an extraordinary education in an inspiring environment with caring people

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

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

B. REPORTS AND PRESENTATIONS

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| 1. Superintendent's Report | 6 |
| 1.1. Developer Fees and Collection Report | 7 |
| 1.2. Use of Facilities Report | 8 |
| 1.3. Enrollment Report | 9 |
| 1.4. Schedule of Upcoming Events | 10 |
| 2. 2020-21 LCAP Timeline and Process | 11 |

C. PUBLIC COMMUNICATION

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

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D. CONSENT ITEMS

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

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Superintendent

- 1.1. Approval of Minutes** 14
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. Approval/Ratification of Travel Requests** 22
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. Approval/Ratification of Expenditure Warrants** 24
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of September 2019.
- 2.3. Approval/Ratification of Purchase Orders** 26
It is recommended that the Board of Education approve and ratify purchase orders for the month of September 2019 as presented in the item.
- 2.4. Acceptance of Donations, Grants, and Bequests** 35
It is recommended that the Board of Education accept donations, grants, and/or bequests listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.5. Approval/Ratification of General Services Agreements** 36
It is recommended that the Board of Education approve/ratify agreements with General Service Providers as presented.
- 2.6. Approval/Ratification of Agreements for Mileage Reimbursement In Lieu of District Transportation** 37
It is recommended that the Board of Education approve/ratify the Parent/Guardian agreements for mileage reimbursement in lieu of District transportation.
- 2.7. Authorization to Sell/Dispose of Surplus Items** 38
It is recommended that the Board of Education declare the described items as surplus with an estimated value of \$400.00 and authorize the sale or disposal of them in accordance with the recommended terms.

Educational Services

- 3.1. Approval of Individual Services Contract with Springall Academy for Nonpublic School Services** 41
It is recommended that the Board of Education approve the Individual Services Agreement with Springall Academy for one student for the period of October 1, 2019 through June 30, 2020.

Human Resource/Pupil Services

- 4.1. Personnel, Regular** 42
It is recommended that the Board of Education approve the listed personnel appointments, change of status, leave requests, resignations, and dismissals.
- 4.2. Approval of San Diego County Interagency Agreement for Providing Transportation Support to Foster Youth** 44
It is recommended that the Board of Education approve the agreement with San Diego County Interagency for providing transportation support to foster youth.

4.3.	<u>Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds</u>	56
	It is recommended that the Board of Education approve the Santee collaborative reinvestment plan for the use of LEA Medi-Cal funds.	
4.4.	<u>Approval of Memorandum of Understanding (MOU) between Santee School District and San Diego Youth Services for Bully Prevention</u>	58
	It is recommended that the Board of Education approve the MOU between Santee School District and San Diego Youth Services for bully prevention.	
E.	DISCUSSION AND/OR ACTION ITEMS	76
	<i>Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.</i>	
	Superintendent	
1.1.	<u>Approval of Memorandum of Understanding between Santee School District, San Diego Winds, and Bertrand Music Enterprises, Inc., for an After School Music Program</u>	77
	It is recommended that the Board of Education approve the Memorandum of Understanding between Santee School District, San Diego Winds, and Bertrand's Music Enterprises, Inc., for an After School Music Program.	
1.2.	<u>Approval of Revised Classified Management and Confidential Salary Schedule 2018-19</u>	85
	It is recommended that the Board of Education approves the revised Classified Management and Confidential Salary Schedule 2018-19.	
1.3.	<u>Approval of Amendment to Contract of Employment of Superintendent</u>	87
	It is recommended that the Board of Education approve the Amendment to the Contract for Employment of the Superintendent.	
	Business Services	
2.1.	<u>Adoption of Resolution No. 1920-08 of the Board of Education of the Santee School District Authorizing the District's Existing Citizens' Oversight Committee to Serve as the Citizens' Oversight Committee for all District Bond Measures and Approving Amended Bylaws for the Citizens' Oversight Committee</u>	90
	It is recommended that the Board of Education adopt Resolution No. 1820-08 of the Board of Education of the Santee School authorizing the District's existing Citizens' Oversight Committee to serve as the Citizens' Oversight Committee for all District bond measures and approving amended Bylaws for the Citizens' Oversight Committee.	
2.2.	<u>Appointment of Members to the Independent Citizen's Oversight Committee</u>	101
	It is recommended that the Board of Education appoint six (6) members to serve on the District's Independent Citizen's Oversight Committee.	
	Educational Services	
3.1.	<u>Presentation of 2018-2019 California Schools Dashboard Local Indicators Submission</u>	103
	This is an information item. Action, if any, is at the discretion of the Board of Education.	
3.2.	<u>Presentation of Panorama Education Survey</u>	104
	This is an information item. Action, if any, is at the discretion of the Board of Education.	

F.	BOARD POLICIES/BYLAWS	123
1.1.	<u>Second Reading: New Board Bylaw 9012, Board Member Electronic Communications</u> New Board Bylaw 9012, Board Member Electronic Communications is being presented as a second reading and request for approval.	124
1.2.	<u>First Reading: Board Policy Annual Review</u> <ul style="list-style-type: none">• BP 4116 Probationary/Permanent Status• BP 4315.1 Competence in Evaluation and Instructional Methodologies - <i>Delete</i>• BP 6145 Extracurricular and Cocurricular Activities Board Bylaw 9310, Board Policies, and Education Code 35160.5 require that the Board annually review the listed Board Policies. The above listed policies are submitted for a first reading. Any action is at the discretion of the Board.	127
G.	EMPLOYEE ASSOCIATION COMMUNICATION	133
H.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	133
I.	CLOSED SESSION	133
1.	<u>Conference with Legal Counsel – Existing Litigation</u> (Gov't. Code § 54956.9) <i>Case #: 37-2017-00051097-CU-PO-CTL and OAH Case No. 2019070451</i>	
2.	<u>Conference with Real Property Negotiators</u> (Gov't. Code § 54956.8) <i>Purpose: Potential Modification of Purchase and Sale Agreement</i> <i>Property: 10335 Mission Gorge Road, Santee 92071</i> <i>(formerly known as Santee School Site)</i> <i>Agency Negotiator: Karl Christensen, Assistant Superintendent</i>	
3.	<u>Conference with Labor Negotiator</u> (Gov't. Code § 54956.8) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Employee Organizations: Santee Teachers Association (STA); and</i> <i>Classified School Employees Association (CSEA)</i>	
4.	<u>Public Employee Performance Evaluation</u> (Gov't. Code § 54957) <i>Superintendent</i>	
J.	RECONVENE TO PUBLIC SESSION	133
K.	ADJOURNMENT	133

Please note: Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. The next regular meeting of the Board of Education is scheduled for November 5, 2019, at 7:00 p.m., in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

Fox
 Burns
 Ryan
 Levens-Craig
 El-Hajj

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 October 15, 2019, 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
 - 1.4. Schedule of Upcoming Events
2. 2020-21 LCAP Timeline and Process

DEVELOPER FEES COLLECTION REPORT
2019-20
CUMULATIVE THROUGH October 15, 2019

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

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	8343 O'Connell Rd	07/02/19	2,678	\$6,293.30	PD
	X	8504 & 8506 Goldfield St	09/05/19	3,938	\$9,254.30	CO
	X	8735 & 8737 Scrub Oak St	09/05/19	4,162	\$9,780.70	OO
	X	8509, 8507, 8505, 8508, 8510 Goldfield St	09/05/19	9,889	\$23,239.15	CO
	X	8739 & 8741 Scrub Oak St	09/05/19	3,936	\$9,249.60	CO
	X	10226 Settle Rd	09/05/19	595	\$1,398.25	SC
X		11459 Woodside Ave	09/06/18	4,839	\$1,838.82	PD
	X	9650 Derald Rd	09/13/19	495	\$0.00	SC
X		10735 Prospect Ave	09/13/19	4,173	\$1,585.74	PD
	X	9710 Halberns Blvd	09/13/19	1,148	\$2,697.80	SC
X		9125 Carlton Hills Blvd (Mast Park)	09/17/19	647	\$0.00	CH
X		9125 Carlton Hills Blvd (Mast Park)	09/17/19	200	\$0.00	CH
X		9050 Trailmark Way	09/17/19	612	\$0.00	CO
X		172 SF (Leasing Office) 2401 SF (Clubhouse, Fitness, Re	10/07/19	2,573	\$977.74	CFH
	X	7847,7851,7859,7861,7869,7865,7895,7891,7871,7875,7 879,7889 Mission Gorge Rd	10/07/19	101,411	\$238,315.85	CFH
TOTAL PAGE 1					\$304,631.25	

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

Requests For Use Of Facilities - October 15, 2019

Group	Location	Date	Days	Time	Attend	Fees
Cajon Park						
SOL (Basketball Practice)	Basketball Courts	8/20/19 - 12/17/19	Mon - Fri	4:30 pm - 7:00 pm	8 - 12	
CYT @ School (After-School Theater Arts Program)	Multi-Purpose	9/10/19 - 10/22/19	Monday	1:45 pm - 3:15 pm	30	
CYT @ School (After-School Theater Arts Program)	Multi-Purpose	10/29/19	Tuesday	1:10 pm - 4:00 pm	30	
Robofalcons (Lego Robotics)	Engineering Lab (LRC)	9/18/19 - 2/14/20	Wed & Fri	6:00 pm - 8:00 pm	12	
Sonshine Haven (Higher Ground Club)	Engineering Lab (LRC)	9/19/19 - 6/04/20	Thursday	2:00 pm - 3:40 pm	20	
California Fitness Fun - Heartlight Dance (Dance Classes)	Tables by Library	9/23/19 - 6/08/20	Monday	1:35 pm - 2:35 pm	20	
Momentum Tutoring	Classroom	10/01/19 - 5/14/20	Mon - Thurs	1:15 pm - 3:15 pm		
Fit Kids America.org (Flag Football/Dance)	Athletic Field	10/02/19 - 6/10/20	Wednesday	1:40 pm - 3:00 pm	15	
Fit Kids America.org (Lacrosse/Bball)	Athletic Field	10/03/19 - 6/11/20	Thursday	1:40 pm - 3:00 pm	15	
SNLL (Board Meetings/Drafts)	Multi-Purpose	10/17/19 - 1/27/20	Mon - Thurs	6:30 pm - 8:00 pm	16	
SNLL (Board Meetings/Drafts)	Multi-Purpose	12/17/19 & 1/28/20	Tuesday	5:30 pm - 8:30 pm	16	
SNLL (Board Meetings/Drafts)	Multi-Purpose	1/11/20	Saturday	9:00 am - 12:00 pm	16	TBD
Santee School District (Parenting Classes)	Multi-Purpose & Classroom	11/05/19 - 11/19/19	Tuesday	5:30 pm - 8:30 pm	35	
Carlton Hills						
549 Sports (After-School Basketball)	Blacktop	10/17/19 - 12/12/19	Thursday	2:00 pm - 3:00 pm	20	
Carlton Oaks						
PTA (Father/Daughter Event)	Multi-Purpose	3/21/20	Saturday	5:00 pm - 7:00 pm	150	TBD
Chet F. Harritt						
Sonshine Haven (After-School Club)	Classroom	10/15/19 - 6/02/20	Tuesday	2:00 pm - 3:30 pm	15	
Hill Creek						
Momentum Tutoring	Classroom	10/21/19 - 4/30/20	Mon - Thurs	1:15 pm - 3:15 pm	15	
Pepper Drive						
PTA (Fall Festival)	Lower Field/Lunch Area	10/25/19	Friday	3:30 pm - 9:30 pm	300	
Rio Seco						
Santee Santas (Meeting/Training)	Multi-Purpose/Conf Room	10/08/19	Tuesday	5:30 pm - 9:00 pm	12	
Santee School District EL Dept. (Reclassification Ceremony)	Multi-Purpose	3/26/20	Thursday	6:00 pm - 7:00 pm	200	
Sycamore Canyon						
PTA (Fall Carnival Preparation)	Media Center/Art Room/Grounds	10/18/19	Friday	5:00 pm - 8:30 pm	25	
PTA (Fall Carnival)	Media Center/Art Room/Grounds	10/19/19	Saturday	11:00 am - 9:00 pm	400	\$272.50

****NOTE: USE MAY BE LIMITED DUE TO MODERNIZATION AT VARIOUS SITES & ALL CARNIVALS TAKE PRECEDENCE OVER GROUPS.

Santee School District
 ENROLLMENT REPORT
 10/4/2019
 Month 3 Week 1
 School Week 7

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	10/04/19	10/05/18	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	10/04/19	10/05/18	# Diff	% Diff	10/04/19	09/27/19	# Diff
Cajon Park		15	85	104	90	102	104	97	120	114	118	949	931	-18	-1.9%	0	3	1	8	11	6	7	4	10	9	59	63	-4	-0.3%	1008	1010	-2
Carlton Hills		24	71	66	66	68	67	74	59	79	62	636	613	-23	-3.8%		3	7	6	4	5	3	4	6	4	42	45	-3	-6.7%	678	678	0
Carlton Oaks			79	89	85	78	97	74	81	100	97	780	792	-12	-1.5%		5	4	10	6	9	7	7	8	11	67	68	-1	-1.5%	847	847	0
Chet F. Harritt		22	76	79	82	71	85	64	61	44	53	637	632	5	0.8%		0	0	0	0	0	4	3	0	0	7	0	7	0.0%	644	645	-1
Hill Creek		24	88	78	93	83	81	75	57	70	54	703	731	-28	-3.8%		1	7	2	8	2	1	0	0	0	21	23	-2	-8.7%	724	725	-1
Pepper Drive			72	104	99	105	102	92	131	98	98	901	958	-57	-5.9%		0	0	0	0	0	0	0	5	4	9	11	-2	-19.2%	910	912	-2
Pride Academy		16	76	54	60	64	66	56	48	74	40	556	566	-10	-1.8%		0	0	0	0	0	0	0	0	0	0	0	0	0.0%	556	554	2
Rio Seco			94	94	103	118	95	113	111	110	123	961	945	16	1.7%		3	4	5	6	6	4	7	11	11	57	56	1	1.8%	1018	1017	1
Sycamore Canyon		28	64	51	68	55	33	39	40	0	0	376	352	24	6.8%		0	0	0	0	0	0	0	0	0	0	0	0	0.0%	376	378	-2
SUBTOTAL	0	131	705	719	744	744	730	684	708	689	845	6499	6520	-21	-0.3%	0	15	23	31	35	28	26	25	40	39	262	266	-4	-1.5%	6761	6,766	-5
Alternative School			1	2	3	3	3	3	1	1	2	19	26	-7	-26.9%															19	19	0
Santee Success										1	2	3	5	-2	-40.0%											0	0	0	0.0%	3	3	0
NPS																			1	2	1	3	2	4	13	7	6	85.7%	13	12	1	
SUBTOTAL			1	2	3	3	3	3	1	2	4	22	31	-9	-29.0%	0	0	0	0	1	2	1	3	2	4	13	7	6	85.7%	36	34	1
TOTAL	0	131	706	721	747	747	733	687	709	691	849	6521	6,551	-30	-0.8%	0	15	23	31	36	30	27	28	42	43	275	273	2	0.7%	6796	6800	-4

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

	PK	TK	EAK 4yo	Total All
Cajon Park	0		0	1008
Carlton Hills	0		0	678
Chet F. Harritt	0		0	644
Hill Creek	0		0	724
Prospect Ave	0		0	556
Sycamore Canyon	58	8	0	442
Total PK/EAK	58	8	0	

Total Enrollment Including PK
8862

Schedule of Upcoming Events

Date	Event
October 14	Wellness Advisory Committee; 3:30 p.m., ERC
October 15	Board Meeting; 7:00 p.m.
October 21	Special Education Advisory Committee; 6:00 p.m., ERC
October 22	Community Informational Meeting with the Board of Education; 6:00 p.m., Chet F. Harritt School MPR, 8120 Arlette Street, Santee Character Education and School Climate Advisory Committee; 5:00 p.m., ERC
November 5	Board Meeting; 7:00 p.m.
November 4 – 8	Parent/Teacher Conference Week <i>Schools on Modified Days</i>
November 11 (Monday)	Veterans' Day Holiday Schools and District Offices Closed
November 14	District Advisory Council (DAC), 6:00 p.m., ERC
November 15	District English Learner Advisory Council (DELAC); 9:00 a.m., ERC
November 18	Communication Committee; 3:30 p.m., ERC
November 19	Board Meeting; 7:00 p.m.
November 25 – 29	Schools Closed for Thanksgiving Holiday
December 3	Board Meeting; 7:00 p.m.
December 5	Budget Advisory Committee; 6:00 p.m., Charles E. Skidmore Administration Center, 9625 Cuyamaca, Santee
December 17	Board Meeting; 7:00 p.m.
December 23 – January 3	Winter Break

BACKGROUND:

Expenditure of Local Control Funding Formula (LCFF) funds is to be governed by a Local Control Accountability Plan (LCAP) that each school district must adopt to cover a three (3) year period and update annually. Development of the LCAP is a year-long process involving the following steps:

- Consultation with teachers, principals, school personnel, parents, students, and local bargaining units
- Presentation of draft LCAP to District Advisory Council (DAC) and District English Learner Advisory Council (DELAC) for review
- Written response to comments from DAC and DELAC
- Public Hearing to solicit input from parents and the community
- Written response to comments received during the Public Hearing process
- Adoption of LCAP at the same meeting at which the District's budget is adopted

Administration will provide the Board of Education an update on the timeline and process for LCAP 2020-21.

Item C. PUBLIC COMMUNICATION

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

Agenda Item C.

Item D. CONSENT ITEMS

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

Agenda Item D.

Consent Item D.1.1.
Prepared by Dr. Kristin Baranski
October 15, 2019

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- October 1, 2019, regular and special meeting minutes

RECOMMENDATION:

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

Motion: _____

Second: _____

Vote: _____

Item D.1.1.

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

October 1, 2019
MINUTES

Charles Skidmore
Administration Center
9625 Cuyamaca Street
Santee, California

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

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

Administration present:

Dr. Kristin Baranski, Superintendent and Secretary to the Board

B. PUBLIC COMMUNICATION

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

C. MEETING WITH THE PRINCIPALS

The Board of Education met with Principals to review their annual site goals in relation to student learning.

D. ADJOURNMENT

With no further business, the special meeting of October 1, 2019 was adjourned at 7:00 p.m.

Barbara Ryan, Clerk

Dr. Kristin Baranski, Secretary

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

October 1, 2019
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Fox called the meeting to order at 7:07 p.m.

Members present:

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

President Fox shared the Board had met with the Principals prior to this meeting and reported no action was taken.

2. District Mission

President Fox invited the audience to recite the District Mission.

3. Pledge of Allegiance

President Fox invited Girl Scout Troop #5350, to lead the members, staff, and audience in the Pledge of Allegiance.

4. Approval of Agenda

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

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

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

2. Spotlight: Technology Department

Bernard Yeo, Director of Technology, highlighted the current technology projects. The projects included the replacement of 1:1 digital learning iPad; the implementation of PowerSchool online registration; and a District mobile communication app.

Director Yeo shared the Technology department provisioned and processed over 7,500 iPads, student accounts, emails, and Apple IDs. He noted the teacher iPads were deployed by August 1; and the student iPads by the third week of school. Director Yeo shared there were over 1,000 online student registration submissions.

Director Yeo explained the District is currently working on a communication application with the ability to improve communication, provide instant push notification, increase parent engagement, integrate with existing systems, and the ability to customize the design. He shared the next steps for the District app include the completion of research, vendor selection, and Board of Education approval. He explained preparation for the 2019-20 school year included update PowerSchool parent contact and working with teacher leadership and teachers on website migration.

Member Burns inquired how many staff members the department had gained since going to a 1:1 iPad initiative. Director Yeo shared there have been no recent additions to the department. The Board expressed their gratitude, and commended, Mr. Yeo and the technology department for their hard work.

C. PUBLIC COMMUNICATION

President Fox invited members of the audience to address the Board about any item not on the agenda. There was no public communication.

D. CONSENT ITEMS

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

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Acceptance of Donations, Grants, and Bequests
- 2.3. Approval/Ratification of General Services Agreements
- 2.4. Approval of Agreements for Mileage Reimbursement In Lieu of District Transportation
- 2.5. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)
- 2.6. Adoption of Proclamation for National School Lunch Week
- 2.7. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement
- 2.8. Authorization to Replace Central Kitchen Freezer
- 2.9. Authorization to Remove/Dispose of Surplus Relocatable Classrooms at Chet F. Harritt School
- 3.1. Approval of Services Contract Between Santee School District and San Diego County Office of Education (SDCOE) Regarding Participation in the CREEC Grant
- 4.1. Personnel, Regular
- 4.2. Approval of Influenza Vaccine Administration Program
- 4.3. Approval of New Driver/Office Assistant Job Description
- 4.4. Approval of Short-Term Positions

Member Ryan moved approval of Consent Items.

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

E. DISCUSSION AND/OR ACTION ITEMS

Human Resource/Pupil Services

- 1.1. Granting Tenure to Eligible Certificated Employees
 Tim Larson, Assistant Superintendent of Human Resources/Pupil Services, mentioned he was bringing forth 18 certificated staff members, who have been with the District two or more years and demonstrated quality instructional service, for the Board's consideration to grant them tenure. He shared their supervisors were present to introduce and say a few words about the employees. Member El-Hajj moved approval.

Name	School Site
Hensley, Emily	Cajon Park
Medina, Brianna	Cajon Park
Millman, Stephanie	Cajon Park
Rauscher, Julia	Cajon Park
Carpenter, Kelly	Carlton Hills
Asahara, Erin	Carlton Oaks
Calvert, Katrina	Carlton Oaks
Costa, Kristie	Carlton Oaks
Janisch, Rebecca	Carlton Oaks
Hart, Michelle	Pepper Drive
Wray, Jill	Pepper Drive
Gianola, Paul	PRIDE Academy
Enslow, Erin	Rio Seco
Gormican, Ashley	Rio Seco
Pickell, Suzanne	Special Education
Babbush, Lauren	Sycamore Canyon
Mallard, Hannah	Sycamore Canyon
Williams, Ashley	Sycamore Canyon

On behalf of the Board, President Fox congratulated the newly tenured employees and mentioned the Board would be taking a few minutes to celebrate their accomplishment.

Motion: El-Hajj **Fox** Aye **Levens-Craig** Aye
Second: Levens-Craig **Burns** Aye **El-Hajj** Aye
Vote: 5-0 **Ryan** Aye

Superintendent’s Office

2.1. Approval of Appointment of Members to Board Advisory Committees

Superintendent Baranski presented a recommendation of applicants to the Board advisory committees for the Board’s consideration. She explained the applications were reviewed and in most cases, the applicants were given their first and second choice; making sure there was equal parent and community member representation throughout the committees. Member El-Hajj moved approval.

Motion: El-Hajj **Fox** Aye **Levens-Craig** Aye
Second: Ryan **Burns** Aye **El-Hajj** Aye
Vote: 5-0 **Ryan** Aye

Business Services

3.1. Approval of Monthly Financial Report

Karl Christensen, Assistant Superintendent of Business Services, reported the monthly financial report was for cash and budget revision transactions posted through August 31, and shared the District ended the month with a cash balance in the General Fund of approximately \$12 million, sufficient to pay all of the District’s financial obligations for the fiscal year. He noted the Budget Revisions transactions continue to project deficit spending and declining reserve percentages over the three years of the multi-year projection. Member Burns moved approval.

Motion: Burns **Fox** Aye **Levens-Craig** Aye
Second: Ryan **Burns** Aye **El-Hajj** Aye
Vote: 5-0 **Ryan** Aye

3.2. Review of Building and Site Designs for the Chet F. Harritt Capital Improvement Program Project

Karl Christensen, Assistant Superintendent of Business Services, shared the StudioWC, Balfour Beatty, and Christina Becker, Director II of Facilities, Planning and Construction, were working diligently to get construction drawings submitted to Division of State Architecture for the Chet F. Harritt building project by the middle of the month. He explained the plans were being presented for the Board's review in preparation for the informational meeting on October 22. Mr. Christensen shared StudioWC is meeting with the Principals of Chet F. Harritt, PRIDE, and Sycamore Canyon schools to discuss color schemes for the planned buildings in late October. He noted that in addition to going over the designs for Chet F. Harritt, Administration was seeking direction on the Board's desired level of involvement in the discussion of colors.

Rebecca Ibarra, from StudioWC, provided an overview of the building and site designs in preparation for the informational meeting on October 22. Ms. Ibarra shared drawings of the front/back aerial views, exterior close up views, maker space courtyard, the science courtyard; and interior views of the library and science classroom, and classroom addition floor plans. Ms. Ibarra shared a timeline of the project that included submittal of plans to DSA by October 18; and the construction period being February 2020-February 2021.

The Board asked that they use colors that have worked in the past, that are easily maintained, and will not go out of style quickly. The Board asked that the sites select a few samples and their choices be presented to the Board for review and approval.

The Board discussed the structure for the October 22 meeting and asked that the drawings be more detailed (depicting walkways, fencing, view of surrounding streets, parking, etc.) to allow the community members in attendance to have a more illustrated portrayal of the new buildings and surrounding areas.

F. BOARD POLICIES AND BYLAWS

President Fox presented new Board Policies 3230 and 3260 as second readings and request for approval. With one motion, Member Burns moved approval of Items 1.1. and 1.2. President Fox noted, Item 1.3. was the first reading of Board Bylaw 9012.

1.1. Second Reading: New Board Policy 3230, Federal Funds

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

1.2. Second Reading: New Board Policy 3260, Fees and Charges

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

1.3. First Reading: New Board Bylaw 9012, Board Member Electronic Communications

New Board Bylaw 9012, Board Member Electronic Communications, was presented as a first reading.

G. EMPLOYEE ASSOCIATION COMMUNICATION

Melanie Hirahara, Santee Teachers Association President, noted the six-week mark into the school year had been met; she expressed her gratitude towards the Technology Department for their support with the new iPads and applications; and recognized the teachers' hard work with the implementation of the social studies program, NGI instruction, NGSS, and guided reading in grades K-3.

Mrs. Hirahara shared that at the last Board meeting, the District's (prior year) CAASP scores, plan for improvement of this year's test scores, and next steps were presented. She mentioned the presentation noted that the District would continue to learn from data; applying learning and

curriculum instructional planning; design intervention systems to improve student learning in literacy and mathematics; use intervention supplemental materials; professional learning; impact teams; guided reading; CGI; GLAD training. Mrs. Hirahara noted the majority of the responsibility fell on the teachers. She shared that in addition to training and data analysis, and new curriculum, the pressure to improve test scores added more to the teachers' heavy workload.

Mrs. Hirahara shared the need for time to do the work. She explained that not only are the teachers attending the trainings, processing and applying the learning, but also spending time writing lesson plans, and missing instructional time for students; which adds additional stress. Mrs. Hirahara noted that it seemed the next steps were the teachers' next steps. She shared that it was stated that the District did not meet their goal last year and wondered what the Board was doing to help meet the goals. Mrs. Hirahara asked if they had surveyed teachers to find out what they need the most and/or made any changes that affect the classroom environment; or even asked teachers.

Member Burns explained he was under the impression that this time would be used by the Association President to communicate needs on behalf of all the teachers; and shared feeling like Mrs. Hirahara's statement to the Board was unfair as they have had opportunity for this dialogue at every Board meeting. Mrs. Hirahara asked if she should survey the teachers to obtain their perspective of what they feel they need to increase test scores; and explained she was not at every school site like the Principals, and shared having other duties in addition to being Association President.

Member Burns reiterated it was his understanding this time would be used for communicating those needs with the Board. He mentioned understanding she had other roles but noted she was the President of the Association and she spoke on behalf of all teachers; and asked that if she felt there were resources that were needed, this was the time to communicate with the Board.

Mrs. Hirahara shared she has brought up some concerns (i.e. behavior issues, counseling needs, etc.) during this time. She noted having worked on improving those situations with individual teachers at the site- and District-level; and complimented and expressed her gratitude for the additional counseling services. She mentioned feeling more work needed to be done to improve classrooms and some of those issues the teachers can not improve; in addition to all of the other things that are being expected of them.

H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Superintendent Baranski mentioned that at the last meeting, it was asked what the cost would be to eliminate combination classes throughout the District. She explained the cost would vary from year to year. Superintendent Baranski noted there are currently 26 combination classrooms, and using enrollment from two weeks ago, there would be a need for an additional 17 teachers at a cost of \$1.4 million (using range 3, step 9 of the certificated salary schedule; approximately \$86,000 per teacher). She explained because enrollment by grade fluctuates, some of the intermediate and junior high classes would be smaller than the primary classes. Dr. Baranski noted three (3) combination classes were eliminated for this school year. Member Burns inquired if any teachers were reduced because of the elimination of the three combination classes. Superintendent Baranski clarified only the combination classes were eliminated and the District added three additional teachers.

Superintendent Baranski shared their meeting with the Principals had gone well and felt all did a great job in articulating their site goals. She shared their next meeting would be until the spring and asked if there was any follow-up to their meeting and/or desire to meet with them again prior to the spring. Superintendent Baranski noted the Board would meet with the Vice Principals in November.

Superintendent Baranski mentioned that as a follow-up to the approval of the Board Advisory Committee members, each Board member had received a copy of assignments and meeting calendar for reference.

I. CLOSED SESSION

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

1. **Conference with Legal Counsel – Existing Litigation** (Gov't. Code § 54956.9)
- Case #'s: 37-2018-00029574-CU-OE-CTL and 37-2017-00051097-CU-PO-CTL

2. **Conference with Labor Negotiator** (Gov't. Code § 54956.8)
Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
Employee Organizations: Santee Teachers Association (STA); and
Classified School Employees Association (CSEA)

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

The Board entered closed session at 8:40 p.m.

K. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:35 p.m., and reported a it was moved by Member Burns, seconded by Member El-Hajj, to reach a settlement in Case #'s: 37-2018-00029574-CU-OE-CTL. The agreement involved a release of potential District liability.

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

L. ADJOURNMENT

With no further business, the regular meeting of October 1, 2019 was adjourned at 10:35 p.m.

Barbara Ryan, Clerk

Dr. Kristin Baranski, Secretary

Consent Item D.2.1. Approval/Ratification of Travel Requests
 Prepared by Karl Christensen
 October 15, 2019

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 \$14,763, and substitute costs of \$1,200, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.1.

Board Travel Report - October 15, 2019

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel	District Goal
Thurs-Mon, 09/12/19 - 09/16/19	Rebecca Nelson	Chet F. Harritt	Restorative Practices Training	SDCOE	\$0	\$115	Title I	Training on restorative practices.	1
Thurs-Mon, 09/12/19 - 09/16/19	Nicole Najjar	Chet F. Harritt	Restorative Practices Training	SDCOE	\$240	\$115	Title I	Training on restorative practices.	1
Various, 09/21/20 - 10/16/20	Tracie F. Perez	Rio Seco	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Various, 09/21/20 - 10/16/20	Mia Morales	PRIDE Academy	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Various, 09/21/20 - 10/16/20	Kirsten Stretton	Cajon Park	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Various, 09/21/20 - 10/16/20	Ed Gigliotti	Pepper Drive	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Various, 09/21/20 - 10/16/20	Mike Olander	Pupil Services	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Wednesday, 10/09/19	Alyssa Jerabek	Chet F. Harritt	Managing Behavior During Puberty	San Marcos	\$0	\$87	Special Education	Behavior management training.	2
Thursday, 10/10/19	Chris Rogers	Rio Seco	FRISK Training	SDCOE	\$0	\$158	Human Resources	Training on addressing below standard employee performance.	
Thursday, 10/10/19	Heidi Parker	Rio Seco	FRISK Training	SDCOE	\$0	\$158	Human Resources	Training on addressing below standard employee performance.	
Thursday, 10/10/19	Rebecca Nelson	Chet F. Harritt	FRISK Training	SDCOE	\$0	\$158	Human Resources	Training on addressing below standard employee performance.	
Thursday, 10/10/19	Bryce Storm	Maint/Opers	FRISK Training	SDCOE	\$0	\$158	Human Resources	Training on addressing below standard employee performance.	
Wednesday, 10/16/19	Mike Olander	Pupil Services	Comprehensive School Safety Planning	SDCOE	\$0	\$30	Professional Development	In depth review of legal requirements for school safety plans.	2
Tues-Thurs, 10/22/19 - 10/24/19	Tracie F. Perez	Rio Seco	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Tools to respond to educational and equity gaps will be provided.	1, 2
Tues-Thurs, 10/22/19 - 10/24/19	Mia Morales	PRIDE Academy	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Tools to respond to educational and equity gaps will be provided.	1, 2
Tues-Thurs, 10/22/19 - 10/24/19	Kirsten Stretton	Cajon Park	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Tools to respond to educational and equity gaps will be provided.	1, 2
Tues-Thurs, 10/22/19 - 10/24/19	Ed Gigliotti	Pepper Drive	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Tools to respond to educational and equity gaps will be provided.	1, 2
Tues-Thurs, 10/22/19 - 10/24/19	Mike Olander	Pupil Services	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Tools to respond to educational and equity gaps will be provided.	1, 2
Monday, 12/02/19	Mia Morales	PRIDE Academy	Anxiety in Young People	SDCOE	\$0	\$45	Professional Development	Support strategies and resources to use with students.	2
Wednesday, 01/15/20	Dr. Kristin Baranski	Superintendent	2020 Governor's Budget Workshop	Ontario	\$0	\$270	Business Services	An overview of the Governor's 2020 Budget will be provided.	
Wednesday, 01/15/20	Dr. Stephanie Pierce	Educational Services	2020 Governor's Budget Workshop	Ontario	\$0	\$270	Business Services	An overview of the Governor's 2020 Budget will be provided.	
Wednesday, 01/15/20	Karl Christensen	Business Services	2020 Governor's Budget Workshop	Ontario	\$0	\$270	Business Services	An overview of the Governor's 2020 Budget will be provided.	
Wednesday, 01/15/20	Tim Larson	HR/Pupil Services	2020 Governor's Budget Workshop	Ontario	\$0	\$270	Business Services	An overview of the Governor's 2020 Budget will be provided.	
Wednesday, 01/15/20	Tory Long	Business Services	2020 Governor's Budget Workshop	Ontario	\$0	\$270	Business Services	An overview of the Governor's 2020 Budget will be provided.	
Tues-Wed, 01/28/20 - 01/29/20	Melynda Pezone	Carlton Oaks	Restorative Practices Training of Trainers	SDCOE	\$0	\$224	Professional Development	Restorative Practices training of trainers.	1
Tues-Wed, 01/28/20 - 01/29/20	Tracy Fox	Carlton Oaks	Restorative Practices Training of Trainers	SDCOE	\$240	\$224	Professional Development	Restorative Practices training of trainers.	1
Tues-Wed, 01/28/20 - 01/29/20	Marci Gross	Carlton Oaks	Restorative Practices Training of Trainers	SDCOE	\$240	\$224	Professional Development	Restorative Practices training of trainers.	1
Various, 03/05/20 - 04/30/20	Tracie F. Perez	Rio Seco	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Various, 03/05/20 - 04/30/20	Mia Morales	PRIDE Academy	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Various, 03/05/20 - 04/30/20	Kirsten Stretton	Cajon Park	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Various, 03/05/20 - 04/30/20	Ed Gigliotti	Pepper Drive	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Various, 03/05/20 - 04/30/20	Mike Olander	Pupil Services	Access and Equity for All Students	Oceanside	\$0	\$687	Professional Development	Prepare participants as CTA's to build culture proficiency.	1, 2
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California									
Sun-Tues, 12/08/19 - 12/10/19	Emily Zobel	Chet F. Harritt	California STEAM Symposium	Anaheim	\$240	\$706	Title I	Symposium on science, technology, engineering, art, and math.	1
Sun-Tues, 12/08/19 - 12/10/19	Mary Hayward	Chet F. Harritt	California STEAM Symposium	Anaheim	\$240	\$706	Title I	Symposium on science, technology, engineering, art, and math.	1

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 D.2.2.
 Prepared by Karl Christensen
 October 15, 2019

Approval/Ratification of Expenditure Warrants

BACKGROUND:

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

Commercial Warrants issued for the period of September 2019:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
0100 General	14-586609 TO 14-596675	\$679,563.90
0900	N/A	
1200	14-589291 TO 14-596666	\$15,241.52
1300	14-587599 TO 14-596665	\$38,929.99
1400	N/A	
2109	N/A	
2139 / 2108	N/A	
2518	14-58-7605 TO 14-596663	\$111,709.40
2538	14-587604 TO 14-587606	\$109,500.00
3500	N/A	
4000	14-593237 TO 14-593985	\$10,270.44
6300	14-586614 TO 14-596116	\$11,182.05
TOTAL:		\$976,397.30

Student Body Warrants issued for the period of September 2019:

\$1,056.85

Payroll Warrants issued for the period of September 2019:

<u>Fund #/Name</u>		<u>Amount</u>
01 00	01 00	\$5,162,783.81
12 00	12 00	\$22,633.22
13 00	13 00	\$118,331.20
14 00	14 00	\$0
25 18	25 18	\$9,656.74
63 00	63 00	\$250,388.72
\$5,563,793.69		

RECOMMENDATION:

It is recommended that the Board of Education approve the expenditure warrants for the month of September 2019 as presented.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$6,541,247.84 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of September 2019:

AMOUNT	LOCATION
\$ 15,487.64	PEPPER DRIVE SCHOOL
\$ 5,867.30	CARLTON HILLS SCHOOL
\$ 16,803.27	SYCAMORE CANYON SCH
\$ 6,316.59	PROSPECT AVENUE SCH
\$ 4,883.96	CAJON PARK SCHOOL
\$ 16,213.28	CHET F HARRITT SCH
\$ 10,266.71	CARLTON OAKS SCHOOL
\$ 5,179.23	RIO SECO SCHOOL
\$ 4,134.63	HILL CREEK SCHOOL
\$ 1,448.53	STATE PRE-SCHOOL
\$ 172.79	ALTERNATIVE SCHOOL
\$ 106.21	SANTEE SUCCESS
\$ 19.26	BOARD OF EDUCATION
\$ 752.05	SUPERINTENDENT DEPT
\$ 31,226.95	BUSINESS SERVICES
\$ 9,257.00	HUMAN RESOURCES
\$ 8,385.07	EDUCATIONAL SERVICES
\$ 129,346.08	SPECIAL EDUCATION
\$ 21,011.25	EDUCATIONAL SERVICES
\$ 485.00	PUPIL SERVICES
\$ 6,740.07	DISTRICT LIBRARY
\$ 17,447.00	PROJECT SAFE
\$ 113,305.77	TECHNOLOGY SERVICES
\$ 1,982.69	OPERATIONS/CUSTODIAL
\$ 20,302.28	MAINTENANCE
\$ 9,007.67	TRANSPORTATION
\$ 10,006.43	WAREHOUSE
\$ 56.83	CENTRAL KITCHEN
\$466,211.54	Grand Total

RECOMMENDATION:

Administration recommends approval of purchase orders #0000008911 through 0000009121 issued September 1, 2019 through September 30, 2019.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The fiscal impact of \$466,211.54 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.3.

LOCATION LIST 2019-20

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

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

Fund Numbers

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

M = Monthly Blanket
 A = Annual Blanket
 L = Lottery

**PURCHASE ORDER LISTING
SEPTEMBER 2019
BY SITE**

PO Number	DATE	VENDOR	DESCRIPTION	FUND	AMOUNT	LOC	LOCATION
0000008943	9/5/2019	EDUDANCE - CLASSROOMS IN MOTION	GSA - DANCE INSTRUCTION - PD	0100	\$ 3,960.00	002	PEPPER DRIVE SCHOOL
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 1,237.64	002	PEPPER DRIVE SCHOOL
0000008983	9/13/2019	DELL MARKETING L.P.	IMAGING DRUM - PD	0100	\$ 40.93	002	PEPPER DRIVE SCHOOL
0000008985	9/13/2019	MIDAMERICA BOOKS	LIBRARY BOOKS - PD	0100	\$ 1,229.86	002	PEPPER DRIVE SCHOOL
0000009021	9/17/2019	SUNDANCE STAGE LINES	TRANSPORTATION SVCS	0100	\$ 1,636.00	002	PEPPER DRIVE SCHOOL
0000009036	9/18/2019	JUNIOR ACHIEVEMENT	ADMISSIONS	0100	\$ 1,242.00	002	PEPPER DRIVE SCHOOL
0000009038	9/18/2019	SCHOLASTIC CLASSRM MAGAZINES	MAGAZINE SUBSCRIPTIONS - PD	0100	\$ 3,507.00	002	PEPPER DRIVE SCHOOL
0000009041	9/18/2019	DELL MARKETING L.P.	LAPTOP BATTERY - PD	0100	\$ 87.28	002	PEPPER DRIVE SCHOOL
0000009042	9/18/2019	EPS LITERACY & INTERVENTION	CLASSROOM MATERIALS	0100	\$ 212.32	002	PEPPER DRIVE SCHOOL
0000009048	9/18/2019	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - PD	0100	\$ 1,774.59	002	PEPPER DRIVE SCHOOL
0000009059	9/19/2019	AMAZON.COM	OFFICE SUPPLIES	0100	\$ 43.10	002	PEPPER DRIVE SCHOOL
0000009080	9/24/2019	DELL MARKETING L.P.	DRUM CARTRIDGE - PD	0100	\$ 51.17	002	PEPPER DRIVE SCHOOL
0000009097	9/26/2019	BEARCOM WIRELESS	2-WAY RADIO	0100	\$ 282.37	002	PEPPER DRIVE SCHOOL
0000009107	9/30/2019	DEMCO INC	LIBRARY SUPPLIES - PD	0100	\$ 183.38	002	PEPPER DRIVE SCHOOL
				TOTAL	\$ 15,487.64	0	PEPPER DRIVE SCHOOL Total
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 888.28	003	CARLTON HILLS SCHOOL
0000008965	9/10/2019	AMAZON.COM	CUSTODIAL SUPPLIES	0100	\$ 67.85	003	CARLTON HILLS SCHOOL
0000008972	9/12/2019	AMAZON.COM	SUPPLIES	0100	\$ 47.87	003	CARLTON HILLS SCHOOL
0000008978	9/12/2019	TWO WAY DIRECT	2-WAY RADIOS - CH	0100	\$ 1,305.44	003	CARLTON HILLS SCHOOL
0000008982	9/13/2019	NORTHERN SPEECH SERVICES	CLASSROOM SUPPLIES	0100	\$ 115.05	003	CARLTON HILLS SCHOOL
0000009035	9/18/2019	STARFALL EDUCATION	MEMBERSHIP	0100	\$ 270.00	003	CARLTON HILLS SCHOOL
0000009061	9/19/2019	SAFE-T-LITE	SIGNS - CH	0100	\$ 49.80	003	CARLTON HILLS SCHOOL
0000009093	9/26/2019	BARNES AND NOBLE BOOKSELLERS	CLASSROOM MATERIALS	0100	\$ 500.00	003	CARLTON HILLS SCHOOL
0000009094	9/26/2019	BARNES AND NOBLE BOOKSELLERS	CLASSROOM MATERIALS	0100	\$ 500.00	003	CARLTON HILLS SCHOOL
0000009095	9/26/2019	BARNES AND NOBLE BOOKSELLERS	CLASSROOM MATERIALS	0100	\$ 500.00	003	CARLTON HILLS SCHOOL
0000009096	9/26/2019	BARNES AND NOBLE BOOKSELLERS	CLASSROOM MATERIALS	0100	\$ 300.00	003	CARLTON HILLS SCHOOL
0000009102	9/30/2019	IDENT-A-KID SERVICES OF AMERICA, INC	VISITOR LABELS - CH	0100	\$ 101.72	003	CARLTON HILLS SCHOOL
0000009105	9/30/2019	DELL MARKETING L.P.	PRINTER - CH	0100	\$ 221.29	003	CARLTON HILLS SCHOOL
0000009108	9/30/2019	FOLLETT SCHOOL SOLUTIONS INC.	LIBRARY BOOKS - CH	0100	\$ 1,000.00	003	CARLTON HILLS SCHOOL
				TOTAL	\$ 5,867.30	0	CARLTON HILLS SCHOOL Total
0000008918	9/3/2019	DELL MARKETING L.P.	PRINTERS FOR SC	0100	\$ 885.17	004	SYCAMORE CANYON SCH
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 838.23	004	SYCAMORE CANYON SCH
0000008976	9/12/2019	FLEET SCIENCE CENTER	ADMISSIONS	0100	\$ 512.00	004	SYCAMORE CANYON SCH
0000009009	9/13/2019	MEACOR SIGNS	DROPS SIGNS	0100	\$ 29.31	004	SYCAMORE CANYON SCH
0000009039	9/18/2019	SCHOLASTIC BOOK FAIRS - 10	FUNDRAISER - SC	0100	\$ 3,038.56	004	SYCAMORE CANYON SCH
0000009075	9/23/2019	GB'S FENCE COMPANY	RELOCATE FENCE AT SC	2538	\$ 11,500.00	004	SYCAMORE CANYON SCH
				TOTAL	\$ 16,803.27	0	SYCAMORE CANYON SCH Total
0000008911	9/3/2019	TROXELL COMMUNICATIONS INC	DOCUMENT CAMERA - PA	0100	\$ 457.94	005	PROSPECT AVENUE SCH
0000008915	9/3/2019	NEWSELA	ANNUAL LICENSE RENEWAL	0100	\$ 3,000.00	005	PROSPECT AVENUE SCH
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 408.30	005	PROSPECT AVENUE SCH
0000009009	9/13/2019	MEACOR SIGNS	DROPS SIGNS	0100	\$ 21.98	005	PROSPECT AVENUE SCH
0000009028	9/17/2019	ANIXTER/CLARK	LOCKER LOCKS - PA	0100	\$ 220.78	005	PROSPECT AVENUE SCH
0000009057	9/19/2019	DELL MARKETING L.P.	PRINTER - PA	0100	\$ 442.58	005	PROSPECT AVENUE SCH
0000009058	9/19/2019	APPLE INC	MACBOOK AIR - PA	0100	\$ 1,081.42	005	PROSPECT AVENUE SCH
0000009060	9/19/2019	AMAZON.COM	CUSTODIAL SUPPLIES	0100	\$ 57.01	005	PROSPECT AVENUE SCH
0000009103	9/30/2019	TROXELL COMMUNICATIONS INC	DOCUMENT CAMERA - PA	0100	\$ 457.94	005	PROSPECT AVENUE SCH
0000009111	9/30/2019	AMAZON.COM	OFFICE SUPPLIES - PA	0100	\$ 168.64	005	PROSPECT AVENUE SCH

0000008935	9/5/2019	CHRISTIAN YOUTH THEATER	ADMISSIONS	TOTAL	0100	\$	6,316.59	0	PROSPECT AVENUE SCH Total
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES		0100	\$	1,664.00	006	CAJON PARK SCHOOL
0000008970	9/12/2019	ELLISON EDUCATION CUSTOMER SERVICE	SUPPLIES		0100	\$	708.53	006	CAJON PARK SCHOOL
0000008970	9/12/2019	ELLISON EDUCATION CUSTOMER SERVICE	SUPPLIES		0100	\$	38.53	006	CAJON PARK SCHOOL
0000008977	9/12/2019	TROXELL COMMUNICATIONS INC	SUPPLIES		0100	\$	6.00	006	CAJON PARK SCHOOL
0000008979	9/12/2019	TWO WAY DIRECT	DOCUMENT CAMERA - CP		0100	\$	457.94	006	CAJON PARK SCHOOL
0000008979	9/12/2019	TWO WAY DIRECT	2-WAY RADIOS - CP		0100	\$	206.82	006	CAJON PARK SCHOOL
0000008979	9/12/2019	TWO WAY DIRECT	2-WAY RADIOS - CP		0100	\$	12.50	006	CAJON PARK SCHOOL
0000009002	9/13/2019	SCHOOL SPECIALTY, INC	SUPPLIES FOR ARTS ATTACK		0100	\$	171.79	006	CAJON PARK SCHOOL
0000009043	9/18/2019	SCHOOL OUTFITTERS	CLASSROOM FURNITURE		0100	\$	588.43	006	CAJON PARK SCHOOL
0000009069	9/20/2019	TROXELL COMMUNICATIONS INC	DOCUMENT CAMERA - CP		0100	\$	457.94	006	CAJON PARK SCHOOL
0000009085	9/25/2019	SCHOOL SPECIALTY, INC	WHITE BOARD - CP		0100	\$	241.75	006	CAJON PARK SCHOOL
0000009086	9/25/2019	GRANDESIGN ADVERTISING FIRM INC	BANNER - CP		0100	\$	70.00	006	CAJON PARK SCHOOL
0000009099	9/26/2019	AMAZON.COM	CLASSROOM SUPPLIES		0100	\$	86.11	006	CAJON PARK SCHOOL
0000009101	9/26/2019	AMAZON.COM	SUPPLIES		0100	\$	173.62	006	CAJON PARK SCHOOL
				TOTAL		\$	4,883.96	0	CAJON PARK SCHOOL Total
0000008938	9/5/2019	CHRISTIAN YOUTH THEATER	ADMISSIONS		0100	\$	840.00	007	CHET F HARRITT SCH
0000008940	9/5/2019	LEARNING A-Z	LICENSE RENEWAL		0100	\$	1,509.25	007	CHET F HARRITT SCH
0000008941	9/5/2019	LH CONNECTED	SUBSCRIPTION		0100	\$	365.00	007	CHET F HARRITT SCH
0000008944	9/6/2019	RCP BLOCK & BRICK INC	PAVERS		0100	\$	665.28	007	CHET F HARRITT SCH
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES		0100	\$	885.68	007	CHET F HARRITT SCH
0000008998	9/13/2019	DELL MARKETING L.P.	IMAGING DRUM - CFH		0100	\$	40.93	007	CHET F HARRITT SCH
0000008999	9/13/2019	LEARNING A-Z	LICENSES		0100	\$	199.90	007	CHET F HARRITT SCH
0000009000	9/13/2019	EXPLORELEARNING REFLEX	LICENSES		0100	\$	3,295.00	007	CHET F HARRITT SCH
0000009022	9/17/2019	SKEDADDLE FUNDRAISERS	FUNDRAISER - CFH		0100	\$	3,923.50	007	CHET F HARRITT SCH
0000009024	9/17/2019	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - CFH		0100	\$	2,594.52	007	CHET F HARRITT SCH
0000009027	9/17/2019	ARCHITECTURAL FILM DESIGN	SERVICES		0100	\$	325.00	007	CHET F HARRITT SCH
0000009065	9/20/2019	DAVE BANG ASSOCIATES INC	SHADE CLOTH - CFH		2518	\$	1,569.22	007	CHET F HARRITT SCH
				TOTAL		\$	16,213.28	0	CHET F HARRITT SCH Total
0000008914	9/3/2019	KYOCERA	ANNUAL MAINTENANCE AGREEMENT		0100	\$	2,500.00	008	CARLTON OAKS SCHOOL
0000008929	9/4/2019	AL'S SPORT SHOP	PE CLOTHES - CO		0100	\$	1,414.22	008	CARLTON OAKS SCHOOL
0000008930	9/4/2019	JUNIOR ACHIEVEMENT	FIELD TRIP ADMISSIONS		0100	\$	2,160.00	008	CARLTON OAKS SCHOOL
0000008931	9/4/2019	OMA'S PUMPKIN PATCH	ADMISSIONS		0100	\$	1,200.00	008	CARLTON OAKS SCHOOL
0000008942	9/5/2019	AMAZON.COM	CLASSROOM SUPPLIES		0100	\$	288.73	008	CARLTON OAKS SCHOOL
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES		0100	\$	1,796.84	008	CARLTON OAKS SCHOOL
0000009006	9/13/2019	MEACOR SIGNS	SIGNS		0100	\$	53.88	008	CARLTON OAKS SCHOOL
0000009037	9/18/2019	SCHOLASTIC CLASSRM MAGAZINES	MAGAZINE SUBSCRIPTIONS - CO		0100	\$	189.75	008	CARLTON OAKS SCHOOL
0000009068	9/20/2019	BARNES AND NOBLE BOOKSELLERS	LIBRARY BOOKS - CO		0100	\$	494.99	008	CARLTON OAKS SCHOOL
0000009083	9/24/2019	TIME FOR KIDS	SUBSCRIPTION		0100	\$	168.30	008	CARLTON OAKS SCHOOL
				TOTAL		\$	10,266.71	0	CARLTON OAKS SCHOOL Total
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES		0100	\$	330.51	009	RIO SECO SCHOOL
0000008987	9/13/2019	LEARNING A-Z	LICENSES		0100	\$	249.87	009	RIO SECO SCHOOL
0000008988	9/13/2019	SCHOOL HEALTH CORPORATION	AED SUPPLIES - RS		0100	\$	399.33	009	RIO SECO SCHOOL
0000009001	9/13/2019	IXL LEARNING	LICENSES		0100	\$	349.00	009	RIO SECO SCHOOL
0000009009	9/13/2019	MEACOR SIGNS	DROPS SIGNS		0100	\$	21.98	009	RIO SECO SCHOOL
0000009072	9/20/2019	SCHOLASTIC BOOK FAIRS - 10	BOOK FAIR - RS		0100	\$	3,828.54	009	RIO SECO SCHOOL
				TOTAL		\$	5,179.23	0	RIO SECO SCHOOL Total
0000008921	9/4/2019	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES		0100	\$	32.16	010	HILL CREEK SCHOOL
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES		0100	\$	201.48	010	HILL CREEK SCHOOL
0000008968	9/10/2019	SEHI COMPUTER PRODUCTS INC	MICRO BATTERY - HC		0100	\$	113.38	010	HILL CREEK SCHOOL
0000009030	9/17/2019	SCHOLASTIC CLASSRM MAGAZINES	MAGAZINE SUBSCRIPTION - HC		0100	\$	395.60	010	HILL CREEK SCHOOL
0000009070	9/20/2019	SCHOOL HEALTH CORPORATION	HEALTH OFFICE SUPPLIES		0100	\$	29.24	010	HILL CREEK SCHOOL

0000009071	9/20/2019	THE HARDWOOD & HARDWARE CO	WOOD WORKING SUPPLIES	0100	\$	733.22	010	HILL CREEK SCHOOL
0000009100	9/26/2019	STUDIES WEEKLY	SUBSCRIPTION	0100	\$	672.36	010	HILL CREEK SCHOOL
0000009106	9/30/2019	TROXELL COMMUNICATIONS INC	DOCUMENT CAMERA - HC	0100	\$	457.94	010	HILL CREEK SCHOOL
0000009110	9/30/2019	LEARNING A-Z	LICENSES	0100	\$	1,499.25	010	HILL CREEK SCHOOL
				TOTAL	\$	4,134.63	0	HILL CREEK SCHOOL Total
0000008954	9/9/2019	MAINTEX INC	SUPPLIES FOR STATE PRESCHOOL	1200	\$	578.13	012	STATE PRE-SCHOOL
0000009055	9/19/2019	SCHOLASTIC CLASSRM MAGAZINES	MAGAZINE SUBSCRIPTN-PA PRE-SCH	1200	\$	290.40	012	STATE PRE-SCHOOL
0000009084	9/25/2019	OMA'S PUMPKIN PATCH	ADMISSIONS	1200	\$	580.00	012	STATE PRE-SCHOOL
				TOTAL	\$	1,448.53	0	STATE PRE-SCHOOL Total
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$	172.79	015	ALTERNATIVE SCHOOL
				TOTAL	\$	172.79	0	ALTERNATIVE SCHOOL Total
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$	106.21	016	SANTEE SUCCESS
				TOTAL	\$	106.21	0	SANTEE SUCCESS Total
0000009087	9/25/2019	CITI CARDS /	SUPPLIES	0100	\$	19.26	060	BOARD OF EDUCATION
				TOTAL	\$	19.26	0	BOARD OF EDUCATION Total
0000008944	9/6/2019	RCP BLOCK & BRICK INC	PAVERS	0100	\$	69.57	062	SUPERINTENDENT DEPT
0000008953	9/9/2019	DELL MARKETING L.P.	TONER	0100	\$	124.86	062	SUPERINTENDENT DEPT
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$	120.57	062	SUPERINTENDENT DEPT
0000009087	9/25/2019	CITI CARDS /	SUPPLIES	0100	\$	32.99	062	SUPERINTENDENT DEPT
0000009098	9/26/2019	SUPERINTENDENT OF SCHOOLS	DESIGN WORK	0100	\$	404.06	062	SUPERINTENDENT DEPT
				TOTAL	\$	752.05	0	SUPERINTENDENT DEPT Total
0000008955	9/9/2019	CAPITOL PUBLIC FINANCE GROUP	CONSULTING SERVICES	2518	\$	11,000.00	064	BUSINESS SERVICES
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$	118.68	064	BUSINESS SERVICES
0000008966	9/10/2019	G. WAYNE OETKEN & ASSOCIATES	CONSULTANT SERVICES	2518	\$	10,000.00	064	BUSINESS SERVICES
0000009004	9/13/2019	SAFE-T-LITE	SUPPLIES	0100	\$	294.44	064	BUSINESS SERVICES
0000009006	9/13/2019	MEACOR SIGNS	SIGNS	0100	\$	793.04	064	BUSINESS SERVICES
0000009010	9/13/2019	VIRCO MANUFACTURING CORP	CHAIRS - CP	0100	\$	1,453.68	064	BUSINESS SERVICES
0000009046	9/18/2019	THE NYHART COMPANY, INC.	GASB 75	0100	\$	6,950.00	064	BUSINESS SERVICES
0000009047	9/18/2019	FEDERAL EXPRESS CORPORATION	OVERNIGHT MAIL DELIVERIES	0100	\$	164.56	064	BUSINESS SERVICES
0000009078	9/23/2019	SOUTH COAST COPY SYSTEMS	FAX BOARD - HC	0100	\$	452.55	064	BUSINESS SERVICES
				TOTAL	\$	31,226.95	0	BUSINESS SERVICES Total
0000008937	9/5/2019	POWERSCHOOL GROUP LLC	TALENT ED TRACKING SVCS	0100	\$	9,200.00	065	HUMAN RESOURCES
0000009031	9/17/2019	SAN DIEGO COUNTY SCHOOLS FRINGE_	LIFE INSURANCE PREMIUM	0100	\$	57.00	065	HUMAN RESOURCES
				TOTAL	\$	9,257.00	0	HUMAN RESOURCES Total
0000008963	9/10/2019	ESGI	LICENSES	0100	\$	5,750.00	066	EDUCATIONAL SERVICES
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$	169.87	066	EDUCATIONAL SERVICES
0000008986	9/13/2019	SCHOOL HEALTH CORPORATION	AED BATTERY - PROJ. SAFE	0100	\$	308.68	066	EDUCATIONAL SERVICES
0000009076	9/23/2019	DOCUMENT TRACKING SERVICES LLC	ANNUAL LICENSES	0100	\$	2,050.00	066	EDUCATIONAL SERVICES
0000009087	9/25/2019	CITI CARDS /	SUPPLIES	0100	\$	106.52	066	EDUCATIONAL SERVICES
				TOTAL	\$	8,385.07	0	EDUCATIONAL SERVICES Total
0000008924	9/4/2019	ASELTIME SCHOOL	NPS	0100	\$	45,784.20	067	SPECIAL EDUCATION
0000008926	9/4/2019	MAXIM HEALTHCARE	ANNUAL HEALTHCARE SERVICES	0100	\$	26,049.24	067	SPECIAL EDUCATION
0000008934	9/5/2019	CRISIS PREVENTION INSTITUTE	ANNUAL MEMBERSHIP FEES	0100	\$	300.00	067	SPECIAL EDUCATION
0000008950	9/9/2019	WORD PLAY SPEECH THERAPY INC	SPEECH THERAPY	0100	\$	50,000.00	067	SPECIAL EDUCATION
0000008951	9/9/2019	SOCAL AAC THERAPY	IEE SERVICES	0100	\$	1,500.00	067	SPECIAL EDUCATION
0000008957	9/9/2019	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	60.00	067	SPECIAL EDUCATION
0000008958	9/9/2019	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	60.00	067	SPECIAL EDUCATION
0000008959	9/9/2019	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	120.00	067	SPECIAL EDUCATION
0000008960	9/9/2019	SOCIAL THINKING	REGISTRATION FEES	0100	\$	1,223.98	067	SPECIAL EDUCATION
0000008961	9/9/2019	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	60.00	067	SPECIAL EDUCATION
0000008971	9/12/2019	AMAZON.COM	SUPPLIES	0100	\$	430.86	067	SPECIAL EDUCATION
0000008973	9/12/2019	AMAZON.COM	SUPPLIES	0100	\$	160.01	067	SPECIAL EDUCATION

000008980	9/13/2019	DISCOUNT SCHOOL SUPPLY	TK CLASSROOM AT SC SUPPLIES	0100	\$	243.22	067	SPECIAL EDUCATION
000008984	9/13/2019	AMAZON.COM	SUPPLIES FOR SP. ED AT CH	0100	\$	427.70	067	SPECIAL EDUCATION
000009020	9/17/2019	CAOMS STATEWIDE CONFERENCE	REGISTRATION FEES	0100	\$	200.00	067	SPECIAL EDUCATION
000009025	9/17/2019	WESTERN PSYCHOLOGICAL SERVICES	SUPPLIES FOR SPEC. ED	0100	\$	147.15	067	SPECIAL EDUCATION
000009029	9/17/2019	THE WRIGHT STUFF INC.	SUPPLIES - SPEC. ED	0100	\$	59.41	067	SPECIAL EDUCATION
000009032	9/18/2019	NORTH COASTAL CONSORTIUM	REGISTRATION FEES	0100	\$	240.00	067	SPECIAL EDUCATION
000009040	9/18/2019	ACADEMIC COMMUNICATION ASSOCIATES, INC.	SUPPLIES FOR SP. ED.	0100	\$	837.20	067	SPECIAL EDUCATION
000009044	9/18/2019	CURRICULUM ASSOCIATES INC	SPECIAL ED MATERIALS	0100	\$	97.04	067	SPECIAL EDUCATION
000009049	9/18/2019	AMAZON.COM	SUPPLIES - SC	0100	\$	160.84	067	SPECIAL EDUCATION
000009066	9/20/2019	DELL MARKETING L.P.	TONER - SPED SC PRE-SCHOOL	0100	\$	647.55	067	SPECIAL EDUCATION
000009067	9/20/2019	CURRICULUM ASSOCIATES INC	CLASSROOM MATERIALS	0100	\$	250.30	067	SPECIAL EDUCATION
000009074	9/20/2019	AMAZON.COM	FOR SPEC. ED	0100	\$	47.38	067	SPECIAL EDUCATION
000009104	9/30/2019	DELL MARKETING L.P.	TONER - CP	0100	\$	167.76	067	SPECIAL EDUCATION
000009109	9/30/2019	AMAZON.COM	SPECIAL ED SUPPLIES	0100	\$	72.24	067	SPECIAL EDUCATION
			TOTAL		\$	129,346.08	0	SPECIAL EDUCATION Total
000009090	9/25/2019	ROSETTA STONE LTD	SOFTWARE RENEWAL	0100	\$	21,011.25	069	EDUCATIONAL SERVICES
			TOTAL		\$	21,011.25	0	EDUCATIONAL SERVICES Total
000009064	9/20/2019	SDSU RESEARCH FOUNDATION	REGISTRATION FEES	0100	\$	485.00	070	PUPIL SERVICES
			TOTAL		\$	485.00	0	PUPIL SERVICES Total
000009008	9/13/2019	PEARSON / SCOTT FORESMAN	HISTORY BOOKS	0100	\$	6,482.12	071	DISTRICT LIBRARY
000009023	9/17/2019	MIDAMERICA BOOKS	LIBRARY BOOKS - CO	0100	\$	257.95	071	DISTRICT LIBRARY
			TOTAL		\$	6,740.07	0	DISTRICT LIBRARY Total
000008919	9/4/2019	BEST BUBBLE PARTIES	DEMONSTRATION SERVICES	6300	\$	2,860.00	072	PROJECT SAFE
000008920	9/4/2019	DELL MARKETING L.P.	TONER FOR PRINTER-YALE PRE-SCH	6300	\$	200.62	072	PROJECT SAFE
000008921	9/4/2019	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES	6300	\$	717.72	072	PROJECT SAFE
000008923	9/4/2019	MEACOR SIGNS	SIGNS - PROJ SAFE	6300	\$	127.15	072	PROJECT SAFE
000008925	9/4/2019	CHRISTIAN YOUTH THEATER	RENTALS	6300	\$	112.50	072	PROJECT SAFE
000008928	9/4/2019	3R'S ROBOTICS LLC	WORKSHOPS FOR PROJ. SAFE	0100	\$	607.50	072	PROJECT SAFE
000008928	9/4/2019	3R'S ROBOTICS LLC	WORKSHOPS FOR PROJ. SAFE	6300	\$	3,442.50	072	PROJECT SAFE
000008932	9/4/2019	AMAZON.COM	SUN SHADE - PROJ. SAFE	6300	\$	230.57	072	PROJECT SAFE
000008933	9/5/2019	SMART & FINAL	SUPPLIES FOR PROJ. SAFE	6300	\$	1,000.00	072	PROJECT SAFE
000008936	9/5/2019	LAKESHORE	SUPPLIES FOR PROJ. SAFE	6300	\$	500.00	072	PROJECT SAFE
000008939	9/5/2019	DISCOUNT SCHOOL SUPPLY	SUPPLIES FOR YALE	6300	\$	751.57	072	PROJECT SAFE
000008946	9/6/2019	AMAZON.COM	SUPPLIES FOR PROJ. SAFE	6300	\$	124.39	072	PROJECT SAFE
000008947	9/6/2019	AMAZON.COM	SUPPLIES FOR YALE	6300	\$	121.83	072	PROJECT SAFE
000008952	9/9/2019	LAKESHORE	SUPPLIES FOR ASES	0100	\$	250.00	072	PROJECT SAFE
000008962	9/10/2019	LAKESHORE	SUPPLIES FOR PROJ. SAFE	6300	\$	296.31	072	PROJECT SAFE
000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	6300	\$	273.58	072	PROJECT SAFE
000008974	9/12/2019	AMAZON.COM	SUPPLIES FOR PROJ. SAFE	6300	\$	175.62	072	PROJECT SAFE
000009007	9/13/2019	SMART & FINAL	SUPPLIES FOR PROJ SAFE	6300	\$	100.00	072	PROJECT SAFE
000009018	9/16/2019	SMART & FINAL	SUPPLIES FOR PROJ. SAFE	6300	\$	150.00	072	PROJECT SAFE
000009019	9/16/2019	DISCOUNT SCHOOL SUPPLY	SUPPLIES FOR PROJ. SAFE	6300	\$	222.13	072	PROJECT SAFE
000009062	9/19/2019	HOME DEPOT COMMERCIAL ACCOUNT	SHADE FOR PROJ. SAFE GARDEN	6300	\$	101.40	072	PROJECT SAFE
000009073	9/20/2019	AMAZON.COM	SUPPLIES FOR PROJ. SAFE	6300	\$	224.25	072	PROJECT SAFE
000009079	9/24/2019	S&S WORLDWIDE	SUPPLIES FOR PROJ. SAFE	6300	\$	277.70	072	PROJECT SAFE
000009081	9/24/2019	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES FOR RS AT PROJ. SAFE	6300	\$	196.12	072	PROJECT SAFE
000009082	9/24/2019	SMART & FINAL	SUPPLIES FOR PROJ. SAFE	6300	\$	500.00	072	PROJECT SAFE
000009087	9/25/2019	CITI CARDS /	SUPPLIES	6300	\$	447.69	072	PROJECT SAFE
000009087	9/25/2019	CITI CARDS /	SUPPLIES	6300	\$	3,188.64	072	PROJECT SAFE
000009112	9/30/2019	AMAZON.COM	SUPPLIES FOR PROJ. SAFE	6300	\$	247.21	072	PROJECT SAFE
			TOTAL		\$	17,447.00	0	PROJECT SAFE Total
000008927	9/4/2019	SEHI COMPUTER PRODUCTS INC	PROJECTOR - HC	4000	\$	719.99	073	TECHNOLOGY SERVICES

0000008948	9/6/2019	SEHI COMPUTER PRODUCTS INC	ANNUAL FORTICARE 3-YR SUPPORT	0100	\$	23,178.75	073	TECHNOLOGY SERVICES
0000008948	9/6/2019	SEHI COMPUTER PRODUCTS INC	ANNUAL FORTICARE 3-YR SUPPORT	0100	\$	35,321.25	073	TECHNOLOGY SERVICES
0000008964	9/10/2019	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$	163.90	073	TECHNOLOGY SERVICES
0000008975	9/12/2019	DATEL SYSTEMS	3-YR BARRACUDA WEB FILTER	4000	\$	52,736.31	073	TECHNOLOGY SERVICES
0000009056	9/19/2019	SEHI COMPUTER PRODUCTS INC	REPLACEMENT LAMPS - TECH	4000	\$	1,185.57	073	TECHNOLOGY SERVICES
			TOTAL		\$	113,305.77	0	TECHNOLOGY SERVICES Total
0000008916	9/3/2019	MAINTEX INC	CUSTODIAL EQUIPMENT	0100	\$	1,982.69	074	OPERATIONS/CUSTODIAL
			TOTAL		\$	1,982.69	0	OPERATIONS/CUSTODIAL Total
0000008912	9/3/2019	GRAINGER	SIGNS	0100	\$	42.95	075	MAINTENANCE
0000008913	9/3/2019	WATKINS ENVIRONMENTAL, INC.	ASBESTOS ABATEMENT - CP ANNEX	0100	\$	8,250.00	075	MAINTENANCE
0000008917	9/3/2019	A-1 FIRE PROTECTION INC.	INSPECTION SERVICES	0100	\$	650.00	075	MAINTENANCE
0000008922	9/4/2019	SO CAL AIR CONDITIONING SUPPLY CO	HVAC SUPPLIES	0100	\$	59.59	075	MAINTENANCE
0000008945	9/6/2019	SAFE-T-LITE	TRAFFIC PAINT	0100	\$	723.11	075	MAINTENANCE
0000008949	9/6/2019	PACIFIC HVAC SERVICE	HVAC SUPPLIES	0100	\$	222.50	075	MAINTENANCE
0000008967	9/10/2019	DAVE BANG ASSOCIATES INC	PLAY EQUIPMENT - RS	0100	\$	1,595.20	075	MAINTENANCE
0000008981	9/13/2019	ANIXTER/CLARK	SUPPLIES	0100	\$	4,128.71	075	MAINTENANCE
0000009005	9/13/2019	24-HOUR ELEVATOR, INC.	ELEVATOR REPAIRS	0100	\$	3,032.91	075	MAINTENANCE
0000009026	9/17/2019	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES	0100	\$	83.82	075	MAINTENANCE
0000009033	9/18/2019	24-HOUR ELEVATOR, INC.	ELEVATOR REPAIRS	0100	\$	280.00	075	MAINTENANCE
0000009034	9/18/2019	SIGLER	HVAC SUPPLIES	0100	\$	395.69	075	MAINTENANCE
0000009045	9/18/2019	AMAZON.COM	APPLE TV	0100	\$	201.48	075	MAINTENANCE
0000009063	9/19/2019	PACIFIC HVAC SERVICE	REPAIR SERVICES - PA	0100	\$	395.00	075	MAINTENANCE
0000009088	9/25/2019	AMAZON.COM	SUPPLIES FOR M&O	0100	\$	25.84	075	MAINTENANCE
0000009091	9/25/2019	GEARY PACIFIC SUPPLY	HVAC SUPPLIES	0100	\$	118.67	075	MAINTENANCE
0000009092	9/25/2019	HODGE PRODUCTS INC	LOCKS & LOCK SUPPLIES	0100	\$	96.81	075	MAINTENANCE
			TOTAL		\$	20,302.28	0	MAINTENANCE Total
0000008989	9/13/2019	ROADONE	TOWING SERVICES	0100	\$	360.00	076	TRANSPORTATION
0000008990	9/13/2019	O'REILLY AUTO PARTS	SUPPLIES FOR REPAIRS	0100	\$	47.75	076	TRANSPORTATION
0000008991	9/13/2019	CROWN LIFT TRUCKS	SUPPLIES FOR REPAIRS	0100	\$	645.03	076	TRANSPORTATION
0000008992	9/13/2019	CUSTOM AUTO WRAP	DECALS	0100	\$	48.49	076	TRANSPORTATION
0000008993	9/13/2019	LAWSON PRODUCTS	SUPPLIES FOR REPAIRS	0100	\$	23.56	076	TRANSPORTATION
0000008994	9/13/2019	BORDER TIRE	TIRES FOR GROUNDS EQUIP.	0100	\$	817.78	076	TRANSPORTATION
0000008996	9/13/2019	A-Z BUS SALES, INC.	SUPPLIES FOR REPAIRS	0100	\$	197.38	076	TRANSPORTATION
0000008997	9/13/2019	F. E. TRAILERS	TRAILER SUPPLIES	0100	\$	2,066.01	076	TRANSPORTATION
0000009015	9/13/2019	DAY WIRELESS SYSTEMS	RADIOS IN NEW BUSES	0100	\$	1,907.53	076	TRANSPORTATION
0000009016	9/13/2019	CREATIVE BUS SALES INC	SUPPLIES FOR REPAIRS	0100	\$	33.92	076	TRANSPORTATION
0000009017	9/13/2019	ALL STAR GLASS	REPAIR SERVICES	0100	\$	99.99	076	TRANSPORTATION
0000009077	9/23/2019	LENOVO (UNITED STATES) INC.	USB-C DOCK - TRANSPORTATION	0100	\$	182.10	076	TRANSPORTATION
0000009113	9/30/2019	CUSTOM AUTO WRAP	SIGNS FOR NEW VEHICLES	0100	\$	262.91	076	TRANSPORTATION
0000009114	9/30/2019	DION INTERNATIONAL TRUCKS LLC	BUS REPAIRS	0100	\$	718.65	076	TRANSPORTATION
0000009115	9/30/2019	PECK'S HEAVY FRICTION INC	SUPPLIES FOR REPAIRS	0100	\$	65.94	076	TRANSPORTATION
0000009116	9/30/2019	EXPRESS PERFORMANCE CENTER	SUPPLIES FOR REPAIRS	0100	\$	23.60	076	TRANSPORTATION
0000009117	9/30/2019	RDO EQUIPMENT CO	SUPPLIES FOR REPAIRS	0100	\$	63.52	076	TRANSPORTATION
0000009118	9/30/2019	AUTO-AIR-MARINE-ELECTRIC	SUPPLIES AND REPAIRS	0100	\$	420.84	076	TRANSPORTATION
0000009119	9/30/2019	RELIABLE TIRE INC	TIRE RECYCLING FEES	0100	\$	108.00	076	TRANSPORTATION
0000009120	9/30/2019	BORDER TIRE	TIRES	0100	\$	914.67	076	TRANSPORTATION
			TOTAL		\$	9,007.67	0	TRANSPORTATION Total
0000008956	9/9/2019	PITNEY BOWES - LEASE	ANNUAL LEASE AGREEMENT	0100	\$	3,709.80	078	WAREHOUSE
0000009003	9/13/2019	WASTE MANAGEMENT OF EL CAJON -	SURPLUS TRASH	0100	\$	1,047.37	078	WAREHOUSE
0000009050	9/18/2019	DELL MARKETING L.P.	INVENTORY REPLENISHMENT	0100	\$	3,480.11	078	WAREHOUSE
0000009052	9/18/2019	MAINTEX INC	INVENTORY REPLENISHMENT	0100	\$	383.50	078	WAREHOUSE
0000009053	9/18/2019	SCHOOL SPECIALTY, INC	INVENTORY REPLENISHMENT	0100	\$	284.85	078	WAREHOUSE

000009054 9/18/2019 SOUTHWEST SCHOOL SUPPLY
 000009121 9/30/2019 SOUTHWEST SCHOOL SUPPLY
 000008964 9/10/2019 OFFICE DEPOT INC

INVENTORY REPLENISHMENT	0100	\$	1,088.84	078	WAREHOUSE
INVENTORY REPLENISHMENT	0100	\$	11.96	078	WAREHOUSE
TOTAL		\$	10,006.43	0	WAREHOUSE Total
OFFICE SUPPLIES	1300	\$	56.83	090	CENTRAL KITCHEN
TOTAL		\$	56.83	0	CENTRAL KITCHEN Total
		\$	466,211.54	0	Grand Total

Consent Item D.2.4.
 Prepared by Karl Christensen
 October 15, 2019

Acceptance of Donations, Grants, and Bequests

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Received From</i>	<i>Designated For Use At</i>
DONATIONS			
20 Cases of Paper	\$600.00	Sean Kay	Districtwide
Step Boards and Risers	\$350.00	Brett Murphy/La Jolla Sports Club	Pepper Drive School
Parent Donations of Miscellaneous Items for YALE Rummage Sale	\$200.00	Various Parents	YALE / OST
GRANTS			
(None)			
BEQUESTS			
(None)			
TOTAL RECEIVED	\$1,150.00		

RECOMMENDATION:

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

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The donations, grants, and/or bequests listed above are valued at \$1,150.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

BACKGROUND:

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

Approval of the following General Services Agreements is requested:

Vendor Name	Description of Services	Date(s) of Service	Amount	Funding
Positive Action Inc.	Training for Social Emotional Curriculum	10/1/19 – 10/29/19	\$12,325.00 (\$2,500.00/ training and \$9,825.00/ materials)	Pupil 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: _____

Agenda Item D.2.5.

Consent Item D.2.6.
 Prepared by Karl Christensen
 October 15, 2019

Approval/Ratification of Agreements for Mileage
 Reimbursement In Lieu of District Transportation

BACKGROUND:

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

The Commercial Warrants Audit manual stipulates that an agreement is to be executed with the Parent/Guardian whenever mileage reimbursement is provided. Agreements with parents/guardians opting to receive mileage reimbursement during the 2019-20 and 2019-20 school year for the transportation of their own child(ren) are listed below:

School of Attendance	Round Trip Miles Per Day	# of Days	Per Mile Rate	Total Estimated Annual Cost
Carlton Hills School	10.2	199	\$0.58	\$1,154.20
Sycamore Canyon School	7	199	\$0.58	\$807.94
Sycamore Canyon School	14	199	\$0.58	\$1,615.88
Sycamore Canyon School	5	199	\$0.58	\$577.10
Total:				\$4,155.12

RECOMMENDATION:

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

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The fiscal impact of \$4,155.12 is paid in lieu of District provided transportation.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

BACKGROUND:

Board Policy (BP) and Administrative Regulation (AR) 3270 govern the sale or disposal of surplus books, equipment, and supplies in accordance with applicable Education Code provisions. AR 3270 provides the following options for sale or disposal of surplus items:

<u>Category</u>	<u>Value/Condition</u>	<u>Option</u>	<u>Requirements</u>
<i>Obsolete Instructional Materials</i>	<ul style="list-style-type: none"> Usable for educational purposes Any value 	<ul style="list-style-type: none"> Donate to any governing board, county free library or other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy Sell to any organization that agrees to use the materials for educational purposes 	<ul style="list-style-type: none"> Receiving entity shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent Notify public of intent at least 60 days prior to disposition
	<ul style="list-style-type: none"> Unusable for educational purposes or cannot be disposed of as above Any value 	<ul style="list-style-type: none"> Mutilate so as not to be salable and sold for scrap Destroy beyond any economical means 	<ul style="list-style-type: none"> For destruction, provide at least 30 day prior notice to those requesting notice
<i>All Other Personal Property</i>	<ul style="list-style-type: none"> Value insufficient to defray costs of arranging a sale 	<ul style="list-style-type: none"> Donate to charitable organization deemed appropriate by the Board Dispose of at local dump 	<ul style="list-style-type: none"> Requires unanimous vote by Board
	<ul style="list-style-type: none"> \$2,500 or less (one or more items) 	<ul style="list-style-type: none"> Sell without advertising 	<ul style="list-style-type: none"> Requires unanimous vote by Board
	<ul style="list-style-type: none"> More than \$2,500 (one or more items) 	<ul style="list-style-type: none"> Advertise for Bids or Conduct Public Auction 	<ul style="list-style-type: none"> Post notices in 3 public places and advertise once a week for 2 weeks in general circulation

Category	Value/Condition	Option	Requirements
			<ul style="list-style-type: none"> newspaper Accept highest bid or reject all bids If no qualified bid received, may be sold to any individual or entity
		<ul style="list-style-type: none"> Without advertising for bids, sell to agencies of federal, state or local government, to any other school district, or to any agency eligible under the federal surplus property law 	<ul style="list-style-type: none"> Sale price shall equal cost of property plus estimated cost of purchasing, storing, and handling
		<ul style="list-style-type: none"> Without advertising for bids, sell or lease the property to agencies of federal, state or local government or to any other school district 	<ul style="list-style-type: none"> Price and terms of sale or lease fixed by the Board and approved by County Superintendent of Schools

The District has the option of using the services of a vendor that uses an on-line bidding methodology to satisfy the advertising for bids and public auction requirements. If used, the vendor retains a portion of the sale proceeds for their fee.

The items to declare surplus are described below:

Qty	UOM	Description	Site	Storage Location	Condition	Estimated Value/Price
1	lot	Furniture (example: Preschool Chairs, Play Kitchens, Book Cases, etc.)	YALE	YALE	Fair	\$300.00
1	lot	Toys	YALE	YALE	Fair	\$60.00
1	lot	Books	YALE	YALE	Fair	\$20.00
1	lot	Clothes	YALE	YALE	Fair	\$20.00

The recommended terms for sale or disposal of the aforementioned personal property is as follows:

Type	Method	Option? (X)
Obsolete Instructional Materials	Donate to any governing board, county free library or other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy	
	Sell to any organization that agrees to use the materials for educational purposes	
	Mutilate so as not to be salable and sold for scrap	
	Destroy beyond any economical means	
Other Personal Property	Value insufficient to defray costs of arranging a sale: Donate to charitable organization deemed appropriate by the Board	
	Value insufficient to defray costs of arranging a sale: Discard/Scrap	
	Value \$2,500 or less: Sell without advertising	X
	Advertise for Bids (including on-line services)	
	Conduct Public Auction (including on-line services)	
	Without advertising for bids, sell to agencies of federal, state or local government, to any other school district, or to any agency eligible under the federal surplus property law with sale price to equal cost of property plus estimated cost of purchasing, storing, and handling	
Without advertising for bids, sell or lease the property to agencies of federal, state or local government or to any other school district with price and terms of sale or lease fixed by the Board and approved by County Superintendent of Schools		

RECOMMENDATION:

It is recommended that the Board of Education declare the described items as surplus with an estimated value of \$400.00 and authorize the sale or disposal of them in accordance with the recommended terms.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

Income estimated at \$400.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

Consent Item D.3.1.

Approval of Individual Services Contract with Springall Academy for Nonpublic School Services

Prepared by Dr. Stephanie Pierce
October 15, 2019

BACKGROUND:

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. One additional student with disabilities requires enrollment at Springall Academy for the 2019-2020 school year to address the student’s unique needs.

RECOMMENDATION:

Administration recommends the Board of Education approve the Individual Services Agreement with Springall Academy for one student for the period of October 1, 2019 through June 30, 2020. This contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The terms of the Individual Service Agreement are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day	Total Cost
Springall Academy	1 student	174 days including ESY	\$196.83	\$34,248.42

STUDENT ACHIEVEMENT:

Some students require alternative settings to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Consent Item D.4.1. Personnel, Regular
 Prepared by Tim Larson
 October 15, 2019

BACKGROUND:

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

Certificated Staff

A. New Appointments:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Gilbert, Nicole	Cajon Park	V-01 #30013256	\$0.00	\$53,474.00	09-23-19
2. Philbin, Molly	Carlton Hills	IV-04 #30013364	\$0.00	\$56,445.00	09-17-19

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. Calvert, Katrina	Carlton Oaks	III-03 to <i>IV-03</i> #30005791	\$51,009.00	<i>\$54,323.00</i>	8-14-19
2. Carrillo, Mario	Chet F. Harritt to <i>Rio Seco</i>	V-05 #30012478	\$65,145.00	\$65,145.00	10-07-19
3. Millman, Stephanie	Cajon Park	V-05 to <i>VI-05</i> #10324292	\$62,811.00	<i>\$67,480.00</i>	08-14-19
4. Wiesner, Brooke	Pepper Drive	III-08 to <i>IV-08</i> #30006052	\$60,477.00	<i>\$64,933.00</i>	8-14-19

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
1. Birch, Erin	Pepper Drive	Instructional Assistant, Special Ed II 21 A / 6.0 hrs #10327216	\$0.00	\$2,119.00	09-23-19
2. Elkin, Rita	Carlton Hills	Instructional Assistant I 19 A / 3.25 hrs #30012243	\$0.00	\$1,040.87	09-23-19
3. Janway, Katherine	Pepper Drive	Out-of-School-Time Site Leader 22 A / 5.75 hrs #10325039	\$0.00	\$2,133.01	09-19-19
4. Nicholson, Christine	Sycamore Canyon	Early Childhood Assistant II 18 A / 3.75 hrs #10325095	\$0.00	\$1,144.12	09-19-19
5. Telles, Alexia	Pepper Drive	Instructional Assistant, Special Ed II 21 A / 6.0 hrs #30012240	\$0.00	\$2,119.00	09-23-19
6. Thill, Tracie	Sycamore Canyon	Instructional Assistant, Special Ed II 21 A / 3.75 hrs #30012211	\$0.00	\$1,324.52	09-17-19

I. Rehires:

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

J. Change of Status/Location:

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

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Hempstead, Rachel	Sycamore Canyon	Instructional Assistant, Special Ed II	Family circumstances	10-12-19

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

Consent Item D.4.2.

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

Prepared by Tim Larson
October 15, 2019

BACKGROUND:

The San Diego County Office of Education (SDCOE) provided the attached interagency agreement regarding transporting foster students to their school of origin. Every Student Succeeds Act (ESSA) Section 1112(c)(5)(B) (20 U.S.C. §6312(c)(5)(B)) requires local school districts to collaborate with the state or local child welfare agency in implementing a clearly written procedures governing how to provide transportation for children in foster care to their school of origin. School districts are required to provide transportation when deemed necessary for students in foster care to remain in their school of origin. The cost for transportation is charged to the district where the student resides, the district where the student is attending school and Child Welfare Services (CWS). Each district is responsible for the transportation to or from school for the duration the student is in foster care.

This agreement began in 2018-19 and outlines how SDCOE works with the Child Welfare Service (CWS) agency to coordinate transportation services for foster students to remain in their school of origin when requested by a school district. The agreement can be used by one or more districts to transport students to their school of origin by either reimbursing the districts for a portion of the cost or contracting with a van service when appropriate.

RECOMMENDATION:

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

This program supports the District goal of developing social, emotional and health service programs to foster student character and personal well-being.

FISCAL IMPACT:

There is a cost saving for up to 50% of the transportation for selected students in foster care needing to attend their school of origin. It is estimated that 2-5 students might be served annually.

STUDENT ACHIEVEMENT:

By providing a smoother transportation for students involved in the foster care system, Santee Schools will enable these student achieve in school.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) and **the San Diego County Superintendent of Schools (SDCSS) and San Diego County School Districts/Local Education Agencies (SDC LEAs)**. The parties to this MOA may be referred to herein collectively as the “parties” or individually as a “party”.

Recitals

WHEREAS, this MOA is for purposes of each party complying with the Every Student Succeeds Act, Section 1112(c)(5)(B) (20 U.S.C. §6312(c)(5)(B)), requiring:

“[e]ach local educational agency . . . provide assurances that it will collaborate with the State or local child welfare agency to, by not later than 1 year after the date of enactment of the Every Student Succeeds Act, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care, which procedures shall:

- (i) ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and
- (ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if – (I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (II) the local educational agency agrees to pay for the cost of such transportation; or (III) the local educational agency and the local child welfare agency agree to share the cost of such transportation....”

WHEREAS, each agency’s role is as follows:

County provides funds for certain services for youth who are under the jurisdiction of the Juvenile Court and is governed by The Fostering Connections Act, which includes school stability provisions relating to youth as defined by 48853.3 (a). County has agreed to provide funding for additional costs incurred in providing transportation to maintain children in foster care in their schools of origin when the client is without an alternate transportation plan. County has agreed to collaborate with SDCSS and SDC LEAs to provide funding in support of transportation to school of origin and its clients when an alternate transportation plan is utilized. County is responsible for those eligible students over which they have care, custody and control as vested by the San Diego Superior Court.

SDCSS is an LEA under federal law, and to ensure compliance with ESSA transportation to school of origin provisions, has coordinated agencies and agreed to administer a countywide transportation program, including staffing and indirect costs, to ensure that all eligible students receive transportation to their school of origin and that any additional cost is shared equally among the other parties to this agreement (County and SDC LEAs) for purposes of county-wide compliance with the ESSA. SDCSS agrees to provide coordination and oversight of the provisions in this agreement.

SDC LEAs ensure students in foster care who reside in their boundaries have access to transportation to their school of origin by providing transportation to children in foster care residing in their boundaries to their school of origin when doing so creates no additional cost to the SDC LEA, and also agreed to collaboratively fund a portion of additional costs incurred in providing transportation to school of origin, when doing so creates such additional costs, to ensure students in foster care who reside in their boundaries have access to transportation to their school of origin.

WHEREAS, this MOA is for purposes of ensuring cost effective and efficient methods for ensuring children in foster care in San Diego County have transportation to school of origin available even when it creates an additional cost to the SDC LEA that will be shared by the parties.

WHEREAS, this MOA will provide cost sharing by SDC LEAs, SDCSS, and County of San Diego of additional costs, as that term is defined herein, incurred by SDC LEAs for the SDC LEAs or SDCSS to provide students in foster care, between the ages of 8 (eight) and 18 (eighteen), with transportation to and from their school of origin. Students in foster care covered by this agreement include:

- Students enrolled in General Education Programs.
- Students served by Special Education Programs whose Individual Education Program does or does not include transportation as a related service.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative shall be sent to each party as follows:

<p><u>County of San Diego</u></p> <p>Kimberly Giardina, Acting Director Health and Human Services Agency Child Welfare Services 8965 Balboa Avenue San Diego, CA 92123 858-616-5812 Kimberly.Giardina@sdcounty.ca.gov</p>	<p><u>SDCSS</u></p> <p>Mara Madrigal-Weiss, Director San Diego County Office of Education Foster Youth Services Coordinating Program 6401 Linda Vista Road, Suite 409 San Diego, CA. 92111 858-292-3569 mmadrigal@sdcoe.net</p> <p>For SDC LEA Points of Contact see http://www.sdcoe.net/student-services/student-support/fyhes/Documents/District_AB490_McKinneyVento_Liaison_List.pdf</p>
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2. Parties' Responsibilities for Sharing in Additional Costs

2.1. County

- 2.1.1. County will collaborate with SDCSS co-located Education Liaisons to process appropriate referrals to transportation services under this agreement and as per contract number 525896 between SDCSS and HHSA Child Welfare Services. This contract number 525896 and its terms shall take precedence over the provisions of this MOA as it relates to the relationship between the County and SDCSS parties.
- 2.1.2. County will ensure that a Best Interest Determination regarding school of origin has been made by the Education Rights Holder prior to referral to transportation services, and make a best effort to ensure the SDC LEA AB 490 Foster Care Liaison is consulted.
- 2.1.3. County will provide up to \$350,000 annually to SDCSS per contract number 525896 between HHSA Child Welfare Services and SDCSS, which SDCSS will allocate to the countywide transportation program it administers per this MOA, and use to cover the agreed upon portion of shared costs under this MOA as outlined below:
 - 2.1.3.1. When inter-district transportation is being provided to an eligible student, County agrees to fund one third of the additional cost to transport.
 - 2.1.3.1.1. When one SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA,

County agrees to fund fifty percent of the remaining SDC LEA's additional costs.

2.1.3.2. When intra-district transportation is being provided to an eligible student County agrees to fund 50% (fifty percent) of the additional cost to transport.

2.1.3.3. In the event of an exception request for transportation services via this MOA regarding student eligibility or cost-sharing, County will review and respond to exception requests received from SDCSS on a case-by-case basis.

2.1.4. County will conduct background clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.1.5. County will cover all costs associated with clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.2. SDCSS

2.2.1. SDCSS co-located Education Liaisons will collaborate with County on all referrals for transportation services where transportation to the school of origin creates an additional cost for the SDC LEA.

2.2.2. SDCSS co-located Education Liaisons will meet with all caregivers and students to orient them to transportation service requirements when SDCSS contracted providers are transporting eligible students.

2.2.3. SDCSS co-located Education Liaisons will meet the students on initial day of transport when SDCSS contracted providers are transporting eligible students, except for students who have previously used and are familiar with the transportation services and may not need to be physically met by an Educational Liaison at school on the initial day of resuming transportation services.

2.2.4. SDCSS will issue a public bid for transportation providers, vet all applicants and ensure all awarded contract providers adhere to all applicable Education and Vehicle codes outlined in California Law relating to student transportation.

2.2.5. SDCSS will provide orientation to all transportation provider drivers.

2.2.6. SDCSS will provide a full time manager and secretarial support to administer all phases of the countywide transportation program and will fund all indirect costs associated with this agreement.

2.2.7. SDCSS manager will communicate with SDC LEAs regarding additional costs and services available pursuant to this MOA which the SDC LEAs may utilize for purposes of ensuring transportation is available to school of origin.

2.2.8. SDCSS will process all audit transfers and ensure additional costs are shared equally among all parties as agreed upon.

- 2.2.9. SDCSS will monitor the expenditures under this agreement, project usage and potential shortfalls in funding. As needed, SDCSS will facilitate the identification of resources needed to continue the provision of services under this agreement.
- 2.2.10. SDCSS will maintain all records required by the parties to this agreement.
- 2.2.11. SDCSS will provide quarterly reports to all parties.
- 2.2.12. SDCSS will report any incident involving injury or property damage during transportation provided by its contractor to the SDC LEA and County via email within 24 hours of having knowledge of incident.
- 2.2.13. In the event of a potential dispute, SDCSS will offer to mediate a meeting to attempt to resolve the concern before following the formal process referred to in item 4.
- 2.2.14. In the event of an exception request for transportation services via this MOA regarding student eligibility or cost-sharing, SDCSS will request exception review from County and will provide County the information needed to review the request.

2.3. SDC LEAs

- 2.3.1. SDC LEAs will collaborate with SDCSS co-located Education Liaisons to determine whether existing transportation options are available to transport a student to their school of origin, and if not, a cost effective method available to transport eligible students in foster care to school of origin and additional costs associated with doing so.
- 2.3.2. SDC LEAs will notify SDCSS co-located Education Liaisons when they determine that the most appropriate method of transportation will be to utilize SDCSS contracted services under this agreement.
- 2.3.3. When inter-district transportation is being provided to an eligible student the responsible SDC LEAs agree to each fund one third of the additional cost to transport.
- 2.3.4. When one responsible SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, the other responsible SDC LEA agrees to fund fifty percent of the remaining additional costs.
- 2.3.5. When intra-district transportation is being provided to an eligible student the SDC LEA agrees to fund 50% (fifty percent) of the additional cost to transport.
- 2.3.6. SDC LEAs will track and communicate to SDCSS manager the actual and additional costs they incur when the SDC LEA is providing transportation utilizing SDC LEA resources to transport a student in foster care to school of origin.

2.3.7. SDC LEAs agree to make claims for recouping transportation costs to SDCSS, not the County.

2.3.8. SDC LEAs may notify SDCSS manager of their decision to not utilize SDCSS contracted services for any reason and transport the eligible student in an alternate safe and age appropriate manner.

3. County Contribution to Additional Cost

Through June 30, 2022, the parties agree to implement this agreement and gather data on additional cost incurred in transporting foster students to their school of origin. SDC LEAs agree to notify SDCSS when they incur additional cost to transport an eligible student to school of origin in advance of transportation being provided. For the term of this agreement, and subject to annual renegotiation, reimbursement by the County to SDC LEAs for additional costs incurred to transport a student to their school of origin will be set and reimbursed at the rate of \$3.13/per mile, regardless of actual additional cost incurred or the percentages specified in Section 2 of this MOA. The parties agree to discuss this amount following collection of information on actual additional costs incurred.

4. Dispute Resolution Process

This agreement is subject to the following dispute resolution process outlined in California Education Code:

E. C. 48853.5 (f) (9) If a dispute arises regarding the request of a foster child to remain in the school of origin, the foster child has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing dispute resolution process available to a pupil served by the local educational agency.

E. C. 48853.5 (i) (1) A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations.

5. Indemnity

5.1. Indemnity Claims Arising from the Sole Acts or Omissions of a Party:
Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

- 5.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.3 below.
- 5.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 5.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.
6. **Insurance:** Prior to execution of this MOA, the parties must obtain at their own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, appropriate insurance to cover any foreseeable losses under this MOA. The parties may maintain a program of self-insurance to meet the requirements of this paragraph.
7. **Conformance With Rules And Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
8. **Permits and Licenses:** The parties certify that they possess and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other parties, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
9. **Governing Law:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
10. **Information Privacy and Security Provisions:** All parties to this MOA agree to comply with all applicable laws and regulations related to the privacy and security of

client's information, such as, but not limited to the confidentiality of the child welfare records per California Welfare & Institutions Code sections 827 and 10850. In addition, any data shared between the parties electronically shall occur via encrypted software.

11. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of County and SDCSS and SDC LEAs. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.
12. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by all parties.
13. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
14. **Full Agreement:** This MOA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
15. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.
16. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

16.1 Information about the *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
<http://www.LiveWellSD.org>

17. **Term:** This MOA shall be effective as of July 1, 2019 and shall terminate on June 30, 2022.

18. **Termination For Convenience:** HHSA or the SDCSS may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.

19. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. LEA members may be added as a party to this MOA as requested without formal amendment. Such shall have executed and delivered a joinder to the County of San Diego HHSA with a copy to SDCSS attached hereto as Exhibit A – Joinder of Additional Signatory to Agreement.

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

County of San Diego

Dated: _____ By: _____
NICK MACCHIONE, FACHE
Agency Director
Health and Human Services Agency

San Diego County Superintendent of Schools

Dated: _____ By: _____
MICHAEL SIMONSON, Assistant
Superintendent, Business Services

EXHIBIT A – JOINDER OF ADDITIONAL SIGNATORY TO AGREEMENT

EXHIBIT A

JOINDER OF ADDITIONAL SIGNATORY TO AGREEMENT

Pursuant to, and in accordance with, Section 19 of the Memorandum of Agreement between the County of San Diego by and through its Health and Human Services Agency, the San Diego County Superintendent of Schools and San Diego County School Districts/Local Education Agencies, for the purpose of ensuring cost effective and efficient methods of transportation to school of origin for children in foster care in San Diego County, the [NEW PARTY] hereby acknowledges that it has received and reviewed a complete copy of the aforementioned Agreement and agrees that upon execution of this Joinder, [NEW PARTY] shall become a party to the Memorandum of Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Memorandum of Agreement as though an original party thereto.

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

Signed by:

[NEW PARTY]

Dated: _____

By: _____
(Authorized Signature)

Additional Signatories to Agreement

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

Signed by:

SANTEE ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____

KARL CHRISTENSEN, Assistant
Superintendent, Business Services
Santee Elementary School District

Consent Item D.4.3.

Approval of Santee Collaborative Reinvestment Plan for the Use of LEA Medi-Cal Funds

Prepared by Tim Larson
October 15, 2019

BACKGROUND:

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

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

On September 25, 2019 Santee Community Collaborative approved the attached budget. The majority of the proposed budget will fund the Collaborative Director. All funds not proposed for expenditure in this budget will be saved to fund the coordinator's position in 2019-20.

RECOMMENDATION:

It is recommended that the Board of Education approve the reinvestment plan for use of LEA Medi-Cal funds.

FISCAL IMPACT:

The attached Santee Community Collaborative Reinvestment Plan outlines how LEA Medi-Cal funding will be expended for the 2019-20 school year.

STUDENT ACHIEVEMENT:

Support services may provide a greater potential for student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

**Santee Community Collaborative
Reinvestme 2019-20**

Revenue	Budget
LEA Medi-Cal Carryover:	\$ 120,338.00

	<u>\$ 120,338.00</u>
Total Available for 2018-19	<u>\$ 120,338.00</u>

Expenses

Staffing Salary and Fringe	\$ 108,440.00
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Supplies

Materials and Supplies	\$ 600.00
Food/Meeting Supplies/ Parenting Supplies	\$ 1,140.00
Postage	\$ 100.00

Travel and Training	
Mileage	\$ 1,200.00
Training	\$ 1,200.00

Contracts

Billing Contract	\$ 2,150.00
Background Checks for Interns	\$ 200.00

Collaborative Programs

Subtotal	\$ 115,030.00
Indirect Cost 4.61%	\$ 5,302.88

Total for FY 2018-19	<u><u>\$ 120,332.88</u></u>
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Consent Item D.4.4.

Approval of Memorandum of Understanding
(MOU) between Santee School District and
San Diego Youth Services for Bully Prevention

Prepared by Tim Larson
October 17, 2019

BACKGROUND:

Since the 2016-17 school year, San Diego Youth Services (SDYS) has offered the Anti Bullying Intervention Advocacy Support Program (Anti-BIAS) to support Santee students cope with drama and bullying behavior. They use trained mental health specialists to provide therapeutic support, case management and advocacy for the students identified as being a victim of bullying. The program can offer classroom or small group support for a particular grade level, as well as individual support for students and families. The program targets 7th-12th grade. Last year, SDYS served 11 students in Santee School District in Anti-BIAS and the program expects to continue serving up to 25 students each year.

These activities are included in Anti-BIAS.

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

RECOMMENDATION:

Administration requests Board approval to offer the Anti-BIAS program to 7th and 8th grade students as requested by school sites.

This recommendation supports the following District goal:

- Provide the social, emotional and health service integrated with community services to foster student character and personal well-being.

FISCAL IMPACT:

SDYS is grant funded for Anti-BIAS. There is no fiscal impact to the school district or participants.

STUDENT ACHIEVEMENT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.



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

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

- I. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SDYS and **Santee School District** for the purpose of implementing coordinated services. The goal of the service partnership is: “To help at risk youth.”
- II. **Term:** This Memorandum of Understanding shall begin on January 1st, 2020 and will extend through December 31st, 20120 Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.
- III. **Description of Participation:**
 - A. **Santee School District** agrees, per this memorandum, to provide the following:
 1. Designate an individual as a point of contact for the program.
 2. Provide the names and contact information for all youth and their families for which services are to be provided.
 3. School staff will support SDYS staff in providing follow up to students identified as needing additional services (e.g. pulling schedules, passes, space, etc.).
 4. Provide meeting and program space as available and appropriate.
 5. Provide coordinated input in the development of new programs, services and funding to insure that growth and expansion of services to children and their families fits into the ongoing aims of the collaboration
 6. Participation in community awareness, mandated reporting, and documentation activities of the Collaborative.
 7. Communicate immediately if problems/concerns arise with students or program implementation.
 - B. **San Diego Youth Services** agrees, per this memorandum to provide the following:

1. Provide oversight, facilitation and coordination of the program design, implementation, service delivery, information management, and reporting to ensure that a high caliber of services is maintained
2. Designate an individual as a point of contact for the program.
3. Provide direct services for the target population of youth in grades 7th through 12th experiencing bullying/school violence services which may include services and intervention(s) such as:
 - Conduct accurate psycho/social history taking and assessment.
 - Assessment for safety issues.
 - Case Management services with duration and intensity of services reflecting the needs of the youth and cultural considerations until crisis stabilization
 - Education Advocacy with teachers, administrators, or school personnel; or advocacy with the criminal justice system and agencies, CalVCP, community providers, mental health providers, or even parents.
 - Counseling, individually, family, or through referral to clinics or individual health networks
 - Understand and acknowledge individual and family strengths.
 - Offer training in a strengths-based problem-solving approach.
 - Assist families as they take action
 - Provide encouragement and moral support.
 - Provide activities and things that reinforce resilience.
 - Network youth and families with others for mutual support.
 - Provide activities and access to services that reinforce individual and family strengths.
 - Provide follow-up information to the family and community stakeholders (School staff, Law enforcement)
4. Continue efforts to identify additional youth needs and provide additional information to enhance the program's service effectiveness and promote better outcomes for youth.
5. Provide an updated status report upon request.
6. SDYS will follow district safety protocols for risk of self-harm, including notification of administration and parent/guardian where warranted and connecting students to mental health services.

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

For the purposes of this Memorandum of Understanding, the signature by the collaborative partner on this document and the attached Business Associate Contract (**Attachment A**) ensures that the collaborative partner shall be in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations. The collaborative partner to SDYS, a

Business Associate of SDYS as defined by HIPAA regulations, shall not use or further disclose protected health information other than as permitted or required by the contract or as required by law.

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

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

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

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

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

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

- VII. **Value of Services:** No Money is transferred. The value of staff time provided by San Diego Youth Services is approximately \$100,000 for each year of services.
- VIII. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days written notice.

Kristin Baranski
Superintendent
Santee School District

Date

Walter Philips
Executive Director
San Diego Youth Services

Date

Attachment A

Business Associate Contract

Covered Entity: San Diego Youth Services (SDYS)

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

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

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

Definition of Terms

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

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

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

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

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

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

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

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

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

Obligations & Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions:

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

Specific Use and Disclosure Provisions:

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

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

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

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

Prohibited Uses and Disclosures

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

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

Safeguards.

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

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

Security.

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

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

Achieve and maintain compliance with HIPAA; and

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

Obligations of Covered Entity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Designation of Individuals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Technical Controls. Consultant shall ensure:

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

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

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

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

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

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

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

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

Passwords shall be:

At least eight characters;

A non-dictionary word;

Changed at least every ninety (90) days;

Changed immediately if revealed or compromised; and

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

-Upper case letters (A-Z)

-Lower case letters (a-z)

-Arabic numerals (0-9)

-Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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

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

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

Audit Controls. Consultant shall ensure:

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

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

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

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

Business Continuity / Disaster Recovery Controls

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

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

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

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

Paper Document Controls. Consultant shall ensure:

SDYS PHI and/or SDYS PII/PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or separate office inside a larger office. Unattended means that information is not being observed by an employee authorized to access the information. SDYS PHI and/or SDYS PII/PI in paper form shall not be left unattended at any time in vehicles and shall not be checked in baggage during commercial flights.

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

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

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

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

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

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

Permissible Requests by Covered Entity

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

Return of Information

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

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

Miscellaneous

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

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

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

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

Item E. DISCUSSION AND/OR ACTION ITEMS

Agenda Item E.

Discussion and/or Action Item E.1.1
Prepared by Dr. Kristin Baranski
October 15, 2019

Approval of Memorandum of Understanding with San Diego Winds, Bertrand Music Enterprises, Inc., and Santee School District to offer an After School Music Program

BACKGROUND:

Providing an extensive after-school, instrumental music program is a goal of the Santee School District and Santee School District Foundation. Administration has been working with James Sepulvado, Assistant Professor of Music at Cuyamaca College, and the Santee School District Foundation on creating an instrumental music program for every school site. Every school will be offered three classes with up to 40 students in each class: a winds class, a brass class, and a percussions class to students in grades 4 – 8. If space permits, grade 3 students will be admitted into the percussions class.

The attached Memorandum of Understanding outlines how the District will implement the music program for every school. The following are the key details:

- James Sepulvado, Assistant Professor of Music at Cuyamaca College, will serve as the Coordinator of the program. Mr. Sepulvado will work on securing high quality instructors for each school site and act as a liaison between Bertrand Music Enterprises, the instructors, and the District.
- Bertrand Music Enterprises, Inc. will contract with the music instructors, schedule the weekly instruction, and act as the payee of the instructors. Bertrand Music Enterprises, Inc. will also provide instrument rentals to families at either a discounted rate or a rate that includes a percentage donation to the Santee School District Foundation.
- The District will provide classroom space for each class, advertise the program, and enroll students into classes.

Upon Board approval, the first week of instruction will begin the week of January 13, 2020 and will end the last week of May for a program total of 18 weeks. A parent meeting will be held for all enrolled students the week of January 6, 2019 and an instrument donation drive is also planned for November – December 2019. Instrument rental suggestions will be offered to parents during the enrollment process. If a student is unable to secure an instrument due to financial hardship, he or she will be a considered a priority for instrument use from an instrument donated during the donation drive.

RECOMMENDATION:

Administration recommends the Board of Education approve the Memorandum of Understanding between Santee School District, Cuyamaca College, and Bertrand's Music to offer an after school music program.

FISCAL IMPACT:

The Santee School District Foundation and Bertrand Music Enterprises, Inc. are both contributing finances for the District to operate the after-school music program for the 2019-20 school year. The Santee School District Foundation will contribute up to \$40,000 and Bertrand Music Enterprises will contribute the value of the instructors' statutory benefits. There will be no impact to the District's general fund.

STUDENT ACHIEVMENT:

Music participation, both inside and outside of school, is associated with measures of academic achievement among children and adolescents.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

AGREEMENT FOR AFTER SCHOOL MUSIC PROGRAM

This AGREEMENT is made and entered into this 15TH day of OCTOBER in the year 2019, between the Santee School District, hereinafter referred to as (“DISTRICT”), and **SAN DIEGO WINDS**, hereinafter referred to as (“COORDINATOR”), and **BERTRAND MUSIC ENTERPRISES INC.**, hereinafter referred to as “PROVIDER”. The DISTRICT, the COORDINATOR, and the PROVIDER are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to implement a music program to teach students to play percussion, woodwind, and brass instruments at all DISTRICT schools to occur after the regular school day, hereinafter referred to as the “PROGRAM”; and

WHEREAS, COORDINATOR is James Sepulvado, Assistant Professor of Music at Cuyamaca College and President of San Diego Winds, a non-profit organization with access to qualified individuals with proven expertise in teaching percussion, woodwinds, and brass musical instruments to youth (“Instructors”) in a group/band setting (“Instruction”), and

WHEREAS, PROVIDER has indicated its willingness and commitment to implement the PROGRAM for the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I **SCOPE AND SERVICES AND RESPONSIBILITIES**

1. Services to be Rendered by the COORDINATOR. The COORDINATOR shall render to the DISTRICT and the PROVIDER on the terms set forth herein the services described below:

- a. Procure individuals with proven expertise in teaching percussion, woodwinds, and brass musical instruments to youth (“Instructors”) in a group/band setting (“Instruction”) and coordinate/direct their services for PROVIDER and DISTRICT.
- b. Procure individuals who are actively engaged in music programs at nearby high schools and Grossmont/Cuyamaca College to assist Instructors (“Interns”) and coordinate/direct their work for the PROGRAM.
- c. Work with Instructors and Interns to ensure they are fingerprinted in accordance with Education Code Section 45125.1 prior to their first day of work for the PROGRAM.
 - a. DISTRICT shall pay for fingerprinting costs for all Instructors and Interns for the PROGRAM.
- d. Advise PROVIDER and DISTRICT on best practices and processes to ensure a successful PROGRAM.
- e. Establish and administer a program to obtain donations of cash and appropriate musical instruments to provide to students in need (“Donated Instruments”).
- f. Support and coordinate with the DISTRICT and PROVIDER in procuring instruments and in the storage and maintenance/repair of instruments.
- g. Act as liaison between PROVIDER, DISTRICT, Instructors, and Interns.

2. Services to be Rendered by the PROVIDER. The PROVIDER shall render to the DISTRICT on the terms set forth herein the services described below:

- a. Contract with Instructors recommended by COORDINATOR and pay Instructors at rates and terms established by the COORDINATOR.
 - b. Schedule Instructors to provide one hour per week of Instruction at each of the nine (9) DISTRICT schools up to two (2), twelve (12) week sessions, for a total of twenty four (24) days per year, to occur after the regular school day on a designated day of the week, for up to one hundred twenty (120) students at each school.
 - c. Provide musical instruments under rental agreements to parents/guardians of students in the PROGRAM, when this option is selected by parents/guardians, at either a discounted rate or a rate that includes a percentage donation to the Santee School District Foundation (“Rented Instruments”).
 - a. The rental rate must include maintenance/repair of Rented Instruments at no additional cost unless the parent/guardian declines this option for a reduced rental rate.
3. Responsibilities of DISTRICT. The DISTRICT shall be responsible for the following:
- a. Provide a room at each school for conducting the PROGRAM
 - b. Pay for the full cost of fingerprinting for Instructors and Interns, either through direct payment to vendors or reimbursement to Instructors and Interns
 - c. Advertise the PROGRAM and inform potential participants about the PROGRAM
 - d. Enroll students in the PROGRAM and coordinate their attendance
4. Contract Term. The effective period of this AGREEMENT is to be from **OCTOBER 16, 2019** through **JUNE 30, 2020** (the “Period of Performance”).

The PROVIDER shall provide all services required herein by the end of the Period of Performance.

ARTICLE II COMPENSATION

1. The DISTRICT shall compensate the PROVIDER as follows:
 - a. The DISTRICT agrees to reimburse the PROVIDER for the actual costs incurred by PROVIDER for amounts paid to Instructors and costs incurred for maintenance/repair of Donated Instruments; **NOT TO EXCEED \$40,000.00.**
 - b. PROVIDER shall invoice every two weeks upon completion of its payroll cycle for amounts paid to Instructors and any maintenance/repair costs for Donated Instruments. PROVIDER has agreed to pay for all statutory benefit costs (e.g. FICA, Medicare, Unemployment Insurance, Workers Compensation Insurance, etc.) paid by PROVIDER for Instructors at no cost to DISTRICT. All billed costs must be supported by an invoice, receipt, or other acceptable documentation, as determined by the DISTRICT. DISTRICT shall pay PROVIDER within twenty (20) days of receipt of an invoice. PROVIDER shall be responsible for paying Instructors and all costs associated with repair/maintenance of Rented Instruments.
 - c. COORDINATOR agrees to provide services at no cost to DISTRICT and PROVIDER and shall, therefore, receive no compensation.

ARTICLE III
INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, PROVIDER agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to PROVIDER's employees or PROVIDER's subcontractors arising out of PROVIDER's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the PROVIDER or the DISTRICT, or any person, firm or corporation employed by the PROVIDER or the DISTRICT upon or in connection with the PROGRAM, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the PROVIDER, or any person, firm or corporation employed by the PROVIDER, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by PROVIDER in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The PROVIDER, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

2. PROVIDER shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect PROVIDER and DISTRICT from claims which may arise out of or result from PROVIDER's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. If applicable, PROVIDER shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. PROVIDER shall carry Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that PROVIDER subcontracts any portion of PROVIDER's duties, PROVIDER shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

c. Each policy of insurance required in this Article shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of PROVIDER hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. PROVIDER shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, PROVIDER shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event PROVIDER fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of PROVIDER, and in such event PROVIDER shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IV **MISCELLANEOUS**

1. PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. PROVIDER understands and agrees that PROVIDER and all of PROVIDER's employees and subcontractors shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PROVIDER assumes the full responsibility for the acts and/or omissions of PROVIDER's employees or agents as they relate to the services to be provided under this AGREEMENT. PROVIDER shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective PROVIDER's employees.

2. This AGREEMENT shall be governed by the laws of the State of California.

3. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

4. Time is of the essence with respect to all provisions of this AGREEMENT.

5. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

6. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

7. Confidentiality: The PROVIDER shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

8. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

9. Compliance with District Policies: PROVIDER shall be solely responsible for ensuring PROVIDER's employees and subcontractors, if any, comply with all applicable DISTRICT policies related to the PROGRAM, including but not limited to, the DISTRICT's tobacco, alcohol, and drug free policy and all applicable anti-discrimination policies and laws. PROVIDER shall review and familiarize itself and all employees with the DISTRICT's Board Policy to ensure such compliance.

10. Health Screening: PROVIDER certifies that all personnel providing services pursuant to this Agreement are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of DISTRICT students or staff, including, but not limited to tuberculosis testing and screening.

11. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted and shall be governed by and construed in accordance with the laws of the State of California.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

JAMES SEPULVADO

By _____
Print Name _____
Title _____
Date _____
Address _____
City/State/Zip _____
Email _____

SANTEE SCHOOL DISTRICT

By _____
Print Name Dr. Kristin Baranski
Title Superintendent
Date October 15, 2019

BERTRAND MUSIC ENTERPRISES INC.

By _____
Print Name _____
Title _____
Date _____
Address _____
City/State/Zip _____
Email _____

Discussion and/or Action Item E.1.2.

Approval of Revised Classified Management and Confidential Salary Schedule 2018-19

Prepared by Dr. Kristin Baranski
October 15, 2019

BACKGROUND:

During a recent fiscal review of classified, non-management salary schedules, administration identified an error on the confidential salary steps similar to an issue that was resolved on the classified salary schedule on May 21, 2019. The increment between the fourth and fifth step, on the executive assistant position, did not have a five-percent (5%) increase between those two steps.

In addition to correcting the five-percent (5%) increment on the confidential salary schedule, administration also recommends adding another level of education to the study incentive step 6 for confidential employees. Currently, if a confidential employee wants to reach step 6, he or she would be required to complete four professional growth increments regardless of his or her educational background. Administration recommends adding a bachelor's degree as a means to achieving step 6.

The revised salary schedule is attached for review.

RECOMMENDATION:

Administration recommends approval of the revised Classified Management and Confidential Salary Schedule 2018-19, effective July 1, 2019.

FISCAL IMPACT:

Correcting the errors on the confidential salary schedule will cost the general fund \$1,432.

STUDENT ACHIEVEMENT IMPACT:

Knowledgeable, motivated, and inspired employees contribute to student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.2.

Santee School District
CLASSIFIED MANAGEMENT AND CONFIDENTIAL SALARY SCHEDULE
 2018-19

CLASSIFIED MANAGEMENT	Work Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Director II, Facilities Planning and Construction ^b	12 month	117,642	123,524	129,700	136,185	142,994
Director, Fiscal Services	12 month	108,969	114,417	120,138	126,145	132,452
Director, Information Systems Technology	12 month	108,969	114,417	120,138	126,145	132,452
Director of Facilities, Maintenance, and Operations	12 month	97,474	102,348	107,465	112,838	118,480
Director of Out-of-School Time Programs	12 month	93,336	98,003	102,903	108,048	113,450
Director, Child Nutrition Services	12 month	86,720	91,056	95,609	100,389	105,408
Director of Transportation	12 month	79,455	83,428	87,599	91,979	96,578
Director, Community Collaborative	12 month	75,143	78,900	82,845	86,987	91,336
Business Services Coordinator	12 month	70,889	74,433	78,155	82,063	86,166
Database Network Analyst	12 month	70,889	74,433	78,155	82,063	86,166
Out of School Time Coordinator	12 month	70,889	74,433	78,155	82,063	86,166
Systems Administrator	12 month	70,889	74,433	78,155	82,063	86,166
Systems Analyst	12 month	70,889	74,433	78,155	82,063	86,166
Out of School Time Regional Coordinator	12 month	59,446	62,418	65,539	68,816	72,257

CONFIDENTIAL	Work Schedule	Step 1	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*⁴
Executive Assistant ^a	12 month	81,489	85,563	89,841	94,333	99,050	104,003
Administrative Secretary	12 month	64,511	67,737	71,124	74,680	78,414	82,335
Payroll Specialist	12 month	59,446	62,418	65,539	68,816	72,257	75,870

Notes:

1. Experience Credit - Up to and including four (4) years experience outside the District may be allowed. The Board retains the authority to approve the salary of new positions and the experience/educational credit to be awarded for placement on an existing salary schedule.
2. Employee Benefits - The District will contribute up to a maximum of \$7,200 annually toward employee health insurance, dependent health insurance, employee dental insurance, dependent dental insurance, employee life insurance, employee income protection insurance, employee tax sheltered annuity, and vision insurance.
3. Study Incentive - The District will pay \$216 annually for every 10 semester units of college credit earned.
4. Study Incentive - Confidential, 5%: Completion of 5 years of service AND Bachelors Degree or Four Professional Growth Increments required.

^a Includes Executive Council Member Mileage Stipend.

^b Position added effective April 1, 2019

* Confidential steps 2 through 6 adjusted to align with 5% increments, effective July 1, 2019

Effective: July 1, 2018

Discussion and/or Action Item E.1.3.

Approval of Amendment to Contract
of Employment of Superintendent

Prepared by Dr. Kristin Baranski
October 15, 2019

BACKGROUND:

Annually, the Board evaluates the performance of the Superintendent based on performance objectives established by the Board of Education and the Superintendent, as provided in the Superintendent's contract. On September 17, the Board met in closed session to complete its responsibilities for the annual evaluation of the Superintendent, Dr. Kristin Baranski. Based on the Superintendent's satisfactory evaluation, the Board met in closed session on October 1, 2019 to discuss new contract terms and an increase in the base salary of the Superintendent as noted below:

- The term of the contract is July 1, 2019 – June 30, 2022
- Annual base salary increased to \$205,999
- A two percent (2%) increase to the Superintendent's salary beginning July 1 of each school year
- 25 days of annual vacation, with pay

RECOMMENDATION:

It is recommended that the Board take action to approve the modifications to the Superintendent's contract as listed above and to be effective as of July 1, 2019.

FISCAL IMPACT:

The fiscal impact from these contract modifications is \$4,873 and is paid from the general fund.

STUDENT ACHIEVEMENT IMPACT:

Effective leadership leads to excellence in student learning and achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.3.

**AMENDMENT TO CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN SANTEE SCHOOL DISTRICT
AND KRISTIN BARANSKI**

THIS AMENDMENT modifies the Contract for Employment of Superintendent (“Contract”) executed September 18, 2018, between the Board of Trustees (hereinafter referred to as the “Board”) of the Santee School District of San Diego County, California (hereinafter referred to as the “District”) and Dr. Kristin Baranski (hereinafter referred to as the “Superintendent”). The above named parties hereby mutually agree as follows:

Section 2. Term of Employment

The term of this Contract shall be from July 1, 2019 – June 30, 2022.

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, or should the Superintendent not receive a formal evaluation at all during any school year, this Agreement shall be extended for an additional year by action of the Board, so long as the term of the Agreement does not at any time exceed four (4) years.

Section 7. Salary

The Superintendent’s annual base salary shall be two hundred five thousand, nine hundred ninety-nine dollars \$205,999, which shall be prorated for partial months or partial years of service. The Superintendent also will receive annual compensation in the amount two thousand dollars (\$2,000.00) for possession of a doctoral degree, prorated from the first of the month following conferral of the degree. The annual salary shall be paid in twelve (12) substantially equal monthly installments with the 2019-20 rate being retroactive to July 1, 2019. Based on annual satisfactory performance, the Superintendent shall receive each year of the Term of this Agreement a two-percent (2%) increase to the Superintendent’s salary beginning July 1 of each school year. This annual increase shall be based on the same percentage increase found in the Assistant Superintendent salary provision contract language. The Board also reserves the right to increase the annual salary rate of any or all years of the Superintendent’s contract. Furthermore, the Board may decide to not increase the Superintendent’s salary if there is a financial crisis and other management employees receive no salary increase. Any adjustment in salary during the term of this Contract shall be in the form of an amendment, and shall not operate as a termination of this Contract.

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

(a) The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract or a portion thereof, provided, however, that the Superintendent shall be entitled to twenty-five (25) days of annual vacation with pay, exclusive of holidays as defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month management employees of the District. Vacation entitlement shall be prorated for or partial years of service. Vacation requests should be given to the Board as far in advance as possible.

The above changes are effective October 15, 2019. All remaining terms of the Contract remain unchanged.

Ratified by a _____ vote of the Board of Trustees in open session at a regular meeting thereof, held on October 15, 2019.

BOARD OF TRUSTEES OF THE SANTEE SCHOOL DISTRICT

Dated: October 15, 2019

Ken Fox, President

Dated: October 15, 2019

Dustin Burns, Vice President

Dated: October 15, 2019

Barbara Ryan, Clerk

Dated: October 15, 2019

Elana Levens-Craig, Member

Dated: October 15, 2019

Dianne El-Hajj, Member

SUPERINTENDENT

Dated: October 15, 2019

Kristin Baranski, Ed.D.

Discussion and/or Action Item E.2.1.
 Prepared by Karl Christensen
 October 15, 2019

Adoption of Resolution No.1920-08 of the Board of Education of the Santee School District Authorizing the District’s Existing Citizens’ Oversight Committee to Serve as the Citizens’ Oversight Committee for all District Bond Measures and Approving Amended Bylaws for the Citizens’ Oversight Committee

BACKGROUND:

Proposition 39, under which the voters passed Proposition R in 2006 and Measure S in 2018 for General Obligation Bonds, requires the District to constitute and convene a Citizen’s Oversight Committee (“COC”) to oversee expenditure of bond proceeds. On June 6, 2007, the District’s COC for Proposition R was constituted and bylaws were approved by the Board.

This resolution tonight is to approve amended bylaws for the COC. The following revisions were made to the 2007 bylaws:

- Apply the bylaws to Measure S
- Change the number of terms a committee member can serve from 2 to 3 in accordance with law
- Change the number of required meetings from 4 per year to once per year in accordance with law
- Remove quorum requirement to allow the committee to adopt their own rules dependent on the number of members
- Make other minor wording revisions

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1820-08 of the Board of Education of the Santee School authorizing the District’s existing Citizens’ Oversight Committee to serve as the Citizens’ Oversight Committee for all District bond measures and approving amended Bylaws for the Citizens’ Oversight Committee.

This recommendation supports the following District goal(s):

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

IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

RESOLUTION NO. 1920-08

RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTEE SCHOOL DISTRICT AUTHORIZING THE DISTRICT'S EXISTING CITIZENS' OVERSIGHT COMMITTEE TO SERVE AS THE CITIZENS' OVERSIGHT COMMITTEE FOR ALL DISTRICT BOND MEASURES AND APPROVING AMENDED BYLAWS FOR THE CITIZENS' OVERSIGHT COMMITTEE

WHEREAS, the Board of Education (the "Board of Education") of the Santee School District, County of San Diego, State of California (the "District"), pursuant to Sections 15278 *et seq.* of the California Education Code (the "Education Code"), previously established and appointed an independent citizens' oversight committee (the "Citizens' Oversight Committee") to inform the public concerning the expenditure of proceeds from the bond measure approved at the bond election on November 7, 2006 (the "2006 Bond Measure"); and

WHEREAS, the Board of Education called an election held in the District on November 6, 2018, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the "2018 Bond Measure"):

"To construct, modernize, update and equip Santee elementary and junior high school classrooms and educational facilities, shall \$15,370,000 of Santee School District bonds, approved by voters in 2006, be reauthorized as new bonds, with legal rates, projected average annual levies of \$0.03 per \$100 of assessed valuation for approximately eight years (an estimated \$2.2 million raised annually), citizens' oversight, audits, no increase in total District debt, and all funds spent locally and not taken by the State?"

and

WHEREAS, the Board of Education desires that the existing Citizens' Oversight Committee serve as the independent citizens' oversight committee for all District bond measures, including the 2018 Bond Measure; and

WHEREAS, the Board of Education previously adopted bylaws for the Citizens' Oversight Committee (the "Bylaws") in connection with the 2006 Bond Measure; and

WHEREAS, the Board of Education desires to amend the Bylaws to reflect their application to the 2018 Bond Measure and all future bond measures and make other revisions consistent with Sections 15278 *et seq.* of the Education Code;

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Education of the Santee School District as follows:

Section 1. All of the above recitals are true and correct.

Section 2. The existing Citizens' Oversight Committee is hereby declared to be the independent citizens' oversight committee for all District bond measures, including the 2018 Bond Measure, in accordance with Section 15278 of the Education Code.

Section 3. The Bylaws, a copy of which is attached hereto as Exhibit A, are hereby approved as amended.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 15th day of October, 2019, by the following vote:

Ken Fox, President of the Board of Education
of the Santee School District

Attest:

Barbara Ryan, Clerk of the Board of Education
of the Santee School District

CLERK'S CERTIFICATE

I, Barbara Ryan, Clerk of the Board of Education of the Santee School District, of the County of San Diego, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly and regularly held at the regular meeting place thereof on October 15, 2019, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present. The resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours beforehand at 9625 Cuyamaca Street, Santee, California, a location freely accessible to members of the public, and a brief description of the adopted resolution appeared on the agenda. A copy of the agenda is attached hereto. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 15th day of October, 2019.

Barbara Ryan, Clerk of the Board of Education
Santee School District

EXHIBIT A
[Attach Amended Bylaws]



Santee School District

INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE BY LAWS

Originally Adopted by the Committee on June 6, 2007 and approved by the Board of Education on June 19, 2007, and as amended on October 15, 2019

Section 1. Committee Established. The Santee School District (the "District") was successful at the elections conducted on November 7, 2006 and November 6, 2018 (collectively, the "Elections") in obtaining authorization from the District's voters to issue up to \$60,000,000 aggregate principal amount and \$15,370,000 aggregate principal amount, respectively, of the District's general obligation bonds both pursuant to a 55% vote. The Elections were conducted under California Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et. Seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish an independent citizens' oversight committee in order to satisfy the accountability requirements of Prop 39. The Board of Education of the Santee School District (the "Board") hereby establishes the Independent Citizens' Oversight Committee (the "Committee"), which shall have the duties and rights set forth in these bylaws (the "Bylaws"). The Committee does not have independent legal capacity from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the Ralph M. Brown Public Meetings Act of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Elections are hereinafter referred to as "bond revenues" or "bond proceeds." The Committee is responsible for reviewing the District's expenditures of bond proceeds under the ballot measures adopted at the Elections and all future ballot measures approved by voters of the District pursuant to Prop 39. Regular and deferred maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the following duties:

3.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditures of bond proceeds.

3.2 **Review Expenditures.** The Committee shall provide oversight, including reviewing specific reports, produced by the District, to ensure that (a) bond proceeds are expended only for the purposes set forth in the applicable ballot measure; and (b) no bond proceeds are used for any teacher or administrative salaries or district operating expenses.

3.3 **Annual Report.** The Committee shall present to the Board, in public session, an annual written report, which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year

3.4 Duties of the Board. The Board shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of construction contracts,
- (ii) Approval of construction change orders,
- (iii) Appropriation of construction funds,
- (iv) Handling of all legal matters,
- (v) Approval of construction plans and schedules,
- (vi) Approval of Deferred Maintenance Plan, and
- (vii) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing only the expenditure of bond proceeds, the District has not charged the Committee with responsibility for the following:

(a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

(b) The establishment of priorities and order of construction for the bond projects shall be made by the Board in its sole discretion.

(c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project shall be made by the Board, based on District criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) shall be made by the Board in its sole discretion. Staff shall report to the Committee on any cost saving techniques considered or adopted by the Board.

(e) The selection of independent audit firm(s), performance audit consultants and any consultants necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Prop 39 and included herein.

(g) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39.

(h) The Appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion, as part of carrying out its function under Prop 39.

(i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent financial audit, required by Article XIII A of the California Constitution.

(b) Inspect school facilities and grounds to ensure that bond revenues have been or will be expended, in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution, in accordance with any access procedure established by the District's Superintendent or Assistant Superintendent.

(c) Review copies of deferred maintenance proposal or plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number.

The Committee shall consist of a minimum of seven (7) members appointed by the Board from a list of candidates submitting written applications, and based on criteria established by Prop 39,

One (1) member active in a business/organization representing the business community located in the District;

One (1) member active in a senior citizen's organization;

One (1) member active in a bona-fide taxpayers association;

One (1) member shall be the parent or guardian of a child enrolled in the District;

One (1) member shall be both a parent or guardian of a child enrolled in the District and in a parent-teacher organization, such as the PTA or school site council;

One (1) member shall have experience in school finance; and

One (1) member of the community at-large appointed by the Board.

5.2 Qualification Standards.

(a) To be qualified, a person must be at least 18 years of age in accordance with government Code Section 1020.

(b) The Committee may not include any employee or official of the District, or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with the Committee Ethics Policy attached as “Attachment A” to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, beginning July 1. No member may serve more than three (3) consecutive terms or as many as may be permitted by law. At the Committee’s first meeting, members will draw lots to select a minimum of four members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) appropriate local groups will be solicited for applications; (b) the [Assistant Superintendent, Business Services] will review the applications; (c) the Board will review the applications; (c) the Superintendent or his or her designee will make recommendations to the Board.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member’s removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. Committee members shall not have the authority to direct staff of the District. Individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to conduct at least one annual meeting, the purpose of which is to receive the reports and documents required to be provided to the Committee by the Board, and to approve a report of the Committee.

6.2 Location. All meetings shall be held within the Santee School District attendance area.

6.3 Procedures. All meetings shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et. Seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a) Preparation of and posting of public notices as required by the Ralph M. Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;
- (b) Provision of a meeting room including any necessary audio/visual equipment;
- (c) Preparation and copies of any documentary meeting materials, such as agendas and reports; and
- (d) Retention of all Committee records, and providing public access to such records.

7.2 District staff and/or District consultants shall attend all Committee proceedings as appropriate in order to report on the status of projects and the expenditures of bond proceeds.

Section 8. Reports. In addition to the Annual Report required in Section 3.2, the Committee may report to the Board quarterly or at least semi-annually in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent may appoint the initial Chair, or the Committee shall elect a chair and a vice-chair who shall act as chair only when the chair is absent, which positions shall continue for two (2) year terms. No person shall serve as chair for more than two consecutive terms.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a two-thirds vote of entire Board and the Committee.

Section 11. Termination. The Committee shall automatically terminate and disband at the earlier of the date when (a) all bond proceeds are spent, and (b) all projects funded by bond proceeds are completed.

ATTACHMENT "A"

**INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE
ETHICS POLICY STATEMENT**

This Ethics Policy Statement provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Statement; however, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project which will benefit the Committee member's outside employment, business or a personal financial interest, or benefit an immediate family member, such as a spouse, child or parent.
- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her position as a Committee member to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any District construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Additionally, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from: (1) bidding on projects funded by the bond proceeds; and (2) contracting with the District with respect to any construction project funded by the bond proceeds.
- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the Federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Santee School District.
- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

ICOC Member Name (Print)

ICOC Member Signature / Date

Discussion and/or Action Item E.2.2.
Prepared by Karl Christensen
October 15, 2019

Appointment of Members to the Independent
Citizen's Oversight Committee

BACKGROUND:

With passage of Measure S and a resolution to issue General Obligation Bonds, the District must reconstitute and convene the Citizen's Oversight Committee within sixty (60) days of passing the resolution to accept certified election results. In Santee, this committee is known as the Independent Citizen's Oversight Committee or ICOC.

ICOC meetings are scheduled for the following dates (last Wednesday of the month):

- October 30, 2019
- January 29, 2020
- April 29, 2020
- July 29, 2020

On September 5, 2019, the District began efforts to recruit members for the ICOC. The following actions were taken:

1. Posted advertisement and application on homepage of District's website
2. Sent emails to Chamber of Commerce, San Diego County Taxpayers Association, and Santee Mobile Home Owners Action Committee soliciting members
3. Contacted individual with school district finance experience who resides in Santee
4. Sent emails to various organizations representing Architects, Civil Engineers, Builders, General Contractors, and Construction Managers soliciting members
5. Solicited members at meeting of Rotary Club
6. Sent emails to Principals to solicit members from their school
7. Sent emails to board members of the San Diego County Taxpayers Association soliciting members
8. Made several other individual email and phone contacts to follow up

Six applications were received. Administration recommends appointing all of these members to the ICOC and continuing solicitation efforts to obtain additional members. The members to appoint are as follows:

- Stephanie Boyce, Parent of District student; Cajon Park School
- Deborah Carreno, Parent of District student; Carlton Oaks School
- Erin Garcia, School Finance Experience; Lakeside USD, SDCOE
- Terri Knight, Member of Senior Citizen Group; AARP
- Joseph Perricone, Business Representative; Builders Association, BBB
- Linda Vail, At Large Community Member; Santee Santas

RECOMMENDATION:

It is recommended that the Board of Education appoint six (6) members to serve on the District's Independent Citizen's Oversight Committee.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

Discussion and/or Action Item E.3.1. Presentation of 2018-2019 California Schools Dashboard Local Indicators Submission

Prepared by Dr. Stephanie Pierce
October 15, 2019

BACKGROUND:

State data is not available for some priority areas identified in the Local Control Funding Formula statute. For these priority areas, the State Board of Education approved the local indicators, which are based on information that a local educational agency collects locally. The local indicators are:

- Basic Conditions of Learning (Priority 1)
- Implementation of State Academic Standards (Priority 2)
- Parent and Family Engagement (Priority 3)
- School Climate, as measured by a local climate survey (Priority 6)
- Access to a Broad Course of Study (Priority 7)

The standards approved by the State Board of Education require the District to:

- Annually measure its progress on the local performance indicator based on locally available data.
- Report the results at a regularly scheduled public meeting of the local governing board.
- Report the results to the public through the California Schools Dashboard.

Using the approved self-reflection tools for each local indicator in the Dashboard, the District achieved a rating of “Standard Met” for each area.

RECOMMENDATION:

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

FISCAL IMPACT:

There is no fiscal impact.

STUDENT ACHIEVEMENT IMPACT:

Annual self-reflection on local indicators assures a quality education for all students.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.

Discussion and/or Action Item E.3.2. Presentation of Panorama Education Survey
Prepared by Dr. Stephanie Pierce
October 15, 2019

BACKGROUND:

Tonight Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, and Mike Olander, Director of Pupil Services and Student Well-Being, will present information on Panorama Education Surveys. These surveys provide information on climate and culture, school connectedness, discipline and rules, and safety. The survey is designed for specific grade levels. Panorama Survey is a tool that can be used in our Local Control Accountability Plan (LCAP) for local data measures. This survey meets the requirements of reliability and validity as a local measure. There is a student, staff, and parent survey. This survey will replace our district created survey known as caring schools. We also have the California Healthy Kids Survey (CHKS), which does meet LCAP requirements. We would be able to replace the CHKS survey for local measures as well. We would also be able to use the Panorama parent survey to meet the requirements of the LCAP parent engagement local measure.

RECOMMENDATION:

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

FISCAL IMPACT:

The total cost of Panorama Education for all 3-8 grade student, parent and staff surveys will be \$22,400.

STUDENT ACHIEVEMENT IMPACT:

The analysis of surveys allows teachers and administration to make decisions on how best to support student engagement, safety, and student well-being.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.2.



USER GUIDE
Student Instrument¹
Climate/Culture Survey

Revised October 2018

Climate/Culture Scales

Climate of Support for Academic Learning

Grades 3-5	2
Grades 6-12	3

Students and teachers feel that there is a climate conducive to learning and that teachers use supportive practices, such as encouragement and constructive feedback; varied opportunities to demonstrate knowledge and skills; support for risk-taking and independent thinking; atmosphere conducive to dialog and questioning; academic challenge; and individual attention to support differentiated learning.

Sense of Belonging (School Connectedness)

Grades 3-5	4
Grades 6-12	5

A positive sense of being accepted, valued, and included, by others (teacher and peers) in all school settings. Students and parents report feeling welcome at the school.

Knowledge and Fairness of Discipline, Rules and Norms

Grades 3-5	6
Grades 6-12	7

Clearly communicated rules and expectations about student and adult behavior, especially regarding physical violence, verbal abuse or harassment, and teasing; clear and consistent enforcement and norms for adult intervention.

Safety

Grades 3-5	8
Grades 6-12	9

Students and adults report feeling safe at school and around school, including feeling safe from verbal abuse, teasing, or exclusion by others in the school.

Background Questions	10
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Translations	11
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¹ Content from CORE: <http://coredistricts.org/>

CLIMATE/CULTURE

Climate of Support for Academic Learning

Students and teachers feel that there is a climate conducive to learning and that teachers use supportive practices, such as encouragement and constructive feedback; varied opportunities to demonstrate knowledge and skills; support for risk-taking and independent thinking; atmosphere conducive to dialog and questioning; academic challenge; and individual attention to support differentiated learning.

Grades 3-5

Item	Responses			
<i>Please read every question carefully.</i>				
Do adults at school encourage you to work hard so you can be successful?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do your teachers work hard to help you with your schoolwork when you need it?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do teachers give students a chance to take part in classroom discussions or activities?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do teachers go out of their way to help students?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time

CLIMATE/CULTURE

Climate of Support for Academic Learning

Students and teachers feel that there is a climate conducive to learning and that teachers use supportive practices, such as encouragement and constructive feedback; varied opportunities to demonstrate knowledge and skills; support for risk-taking and independent thinking; atmosphere conducive to dialog and questioning; academic challenge; and individual attention to support differentiated learning.

Grades 6-12

Item	Responses				
<i>How strongly do you agree or disagree with the following statements?</i>					
Adults at this school encourage me to work hard so I can be successful in college or at the job I choose.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
My teachers work hard to help me with my schoolwork when I need it.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
Teachers give students a chance to take part in classroom discussions or activities.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
Teachers go out of their way to help students.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree

CLIMATE/CULTURE

Sense of Belonging (School Connectedness)

A positive sense of being accepted, valued, and included, by others (teacher and peers) in all school settings. Students and parents report feeling welcome at the school.

Grades 3-5

Item		Responses		
<i>Please read every question carefully.</i>				
Do you feel close to people at school?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Are you happy to be at this school?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do you feel like you are part of this school?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do teachers treat students fairly at school?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time

CLIMATE/CULTURE

Sense of Belonging (School Connectedness)

A positive sense of being accepted, valued, and included, by others (teacher and peers) in all school settings. Students and parents report feeling welcome at the school.

Grades 6-12

Item	Responses				
<i>How strongly do you agree or disagree with the following statements?</i>					
I feel close to people at this school.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
I am happy to be at this school.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
I feel like I am part of this school.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
The teachers at this school treat students fairly.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree

CLIMATE/CULTURE

Knowledge and Fairness of Discipline, Rules and Norms

Clearly communicated rules and expectations about student and adult behavior, especially regarding physical violence, verbal abuse or harassment, and teasing; clear and consistent enforcement and norms for adult intervention.

Grades 3-5

Item	Responses			
<i>Please read every question carefully.</i>				
Does this school clearly tell students what would happen if they break school rules?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Are rules in this school made clear to students?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do students know how they are expected to act?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do students know what the rules are?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time

CLIMATE/CULTURE

Knowledge and Fairness of Discipline, Rules and Norms

Clearly communicated rules and expectations about student and adult behavior, especially regarding physical violence, verbal abuse or harassment, and teasing; clear and consistent enforcement and norms for adult intervention.

Grades 6-12

Item	Responses				
<i>How strongly do you agree or disagree with the following statements?</i>					
This school clearly informs students what would happen if they break school rules.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
Rules in this school are made clear to students.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
Students know how they are expected to act.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
Students know what the rules are.	Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree

CLIMATE/CULTURE

Safety

Students and adults report feeling safe at school and around school, including feeling safe from verbal abuse, teasing, or exclusion by others in the school.

Grades 3-5

Item	Responses			
<i>Please read every question carefully.</i>				
Do other kids hit or push you at school when they are not just playing around?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do other kids at school spread mean rumors or lies about you?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do other kids at this school ever tease you about what your body looks like?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
Do other kids steal or damage your things, like your clothing or your books?	No, never	Yes, some of the time	Yes, most of the time	Yes, all of the time
How safe do you feel when you are at school?	Very Safe	Safe	Neither Safe nor Unsafe	Unsafe

CLIMATE/CULTURE

Safety

Students and adults report feeling safe at school and around school, including feeling safe from verbal abuse, teasing, or exclusion by others in the school.

Grades 6-12

Item	Responses				
<i>In this section, we'd like to understand how safe you feel at school.</i>					
How safe do you feel when you are at school?	Very Safe	Safe	Neither Safe nor Unsafe	Unsafe	Very Unsafe
<i>During the past 12 months, how many times on school property have you ...</i>					
Been pushed, shoved, slapped, hit or kicked by someone who wasn't just kidding around?	0 Times	1 Time	2 or 3 Times	4 or More Times	
Had mean rumors or lies spread about you?	0 Times	1 Time	2 or 3 Times	4 or More Times	
Had sexual jokes, comments, or gestures made to you?	0 Times	1 Time	2 or 3 Times	4 or More Times	
Been made fun of because of your looks or the way you talk?	0 Times	1 Time	2 or 3 Times	4 or More Times	

CLIMATE/CULTURE

Background Questions

NOTE: This section is only applicable for districts that are having students complete the instrument anonymously.

Finally, we'd like some background information about you.

Are you male or female?

Male

Female

I'd rather not say

What grade are you in?

3rd Grade

4th Grade

5th Grade

Other Grade

Ungraded

6th
Grade

7th
Grade

8th
Grade

9th
Grade

10th
Grade

11th
Grade

12th
Grade

Other
Grade

Ungraded

What is your race or ethnicity? (Please pick only one answer)

American Indian
or Alaska Native

Asian

Black or African
American

Hispanic or
Latino

Filipino

Native
Hawaiian/Other
Pacific Islander

White

Two or more
races/ethnicities

CLIMATE/CULTURE

Translations

The Student Social-Emotional Learning Instrument is available in the following languages:

Arabic

Chinese (Traditional)

Korean

Spanish

Tagalog

Vietnamese



USER GUIDE
Student Instrument¹
Social-Emotional Learning

Revised October 2018

Social-Emotional Learning Scales

<i>Self-Management</i>	2
<p>The ability to effectively manage your emotions, thoughts, and behaviors in different situations. This includes managing stress, delaying gratification, motivating yourself, and setting and working toward personal and academic goals.</p>	
<i>Growth Mindset</i>	
<p>The belief that you can grow your talents with effort. Students with a growth mindset see effort as necessary for success, embrace challenges, learn from criticism, and persist in the face of setbacks.</p>	
<i>Self-Efficacy</i>	3
<p>The belief that you can succeed in achieving an outcome or reaching a goal. Self-efficacy reflects confidence in your own ability to control or manage your motivation, behavior, and environment.</p>	
<i>Social Awareness</i>	4
<p>The ability to take the perspective of and empathize with others from diverse backgrounds and cultures, to understand social and ethical norms for behavior, and to recognize family, school, and community resources and supports.</p>	
Background Questions	6
Translations	7

¹ Content from CORE: <http://coredistricts.org/>

SOCIAL-EMOTIONAL LEARNING

Self-Management

The ability to effectively manage your emotions, thoughts, and behaviors in different situations. This includes managing stress, delaying gratification, motivating yourself, and setting and working toward personal and academic goals.

Grades 3-12

Item	Responses				
<i>First, we'd like to learn more about your behavior, experiences, and attitudes related to school.</i>					
<i>Please answer how often you did the following during the past 30 days.</i>					
<i>During the past 30 days...</i>					
I came to class prepared.	Almost Never	Once in a While	Sometimes	Often	Almost All the Time
I remembered and followed directions.	Almost Never	Once in a While	Sometimes	Often	Almost All the Time
I got my work done right away instead of waiting until the last minute.	Almost Never	Once in a While	Sometimes	Often	Almost All the Time
I paid attention, even when there were distractions.	Almost Never	Once in a While	Sometimes	Often	Almost All the Time
I stayed calm even when others bothered or criticized me.	Almost Never	Once in a While	Sometimes	Often	Almost All the Time

SOCIAL-EMOTIONAL LEARNING

Growth Mindset -- All New Items for 2018-19

The belief that you can grow your talents with effort. Students with a growth mindset see effort as necessary for success, embrace challenges, learn from criticism, and persist in the face of setbacks.

Grades 3-12

Item	Responses				
<i>In this section, please think about your learning in general.</i>					
<i>Please indicate how true each of the following statements is for you:</i>					
I can change my intelligence with hard work.	Not At All True	A Little True	Somewhat True	Mostly True	Completely True
I can increase my intelligence by challenging myself.	Not At All True	A Little True	Somewhat True	Mostly True	Completely True
I am capable of learning anything.	Not At All True	A Little True	Somewhat True	Mostly True	Completely True
I can do well in a subject even if I am not naturally good at it.	Not At All True	A Little True	Somewhat True	Mostly True	Completely True

SOCIAL-EMOTIONAL LEARNING

Self-Efficacy

The belief that you can succeed in achieving an outcome or reaching a goal. Self-efficacy reflects confidence in your own ability to control or manage your motivation, behavior, and environment.

Grades 3-12

Item	Responses				
<i>How confident are you about the following at school?</i>					
I can earn an A in my classes.	Not At All Confident	A Little Confident	Somewhat Confident	Mostly Confident	Completely Confident
I can do well on all my tests, even when they're difficult.	Not At All Confident	A Little Confident	Somewhat Confident	Mostly Confident	Completely Confident
I can master the hardest topics in my classes.	Not At All Confident	A Little Confident	Somewhat Confident	Mostly Confident	Completely Confident
I can meet all the learning goals my teachers set.	Not At All Confident	A Little Confident	Somewhat Confident	Mostly Confident	Completely Confident

SOCIAL-EMOTIONAL LEARNING

Social Awareness

The ability to take the perspective of and empathize with others from diverse backgrounds and cultures, to understand social and ethical norms for behavior, and to recognize family, school, and community resources and supports.

Grades 3-12

Item	Responses				
<i>In this section, please help us better understand your thoughts and actions when you are with other people. Please answer how often you did the following during the past 30 days.</i>					
<i>During the past 30 days...</i>					
How carefully did you listen to other people's points of view?	Not Carefully At All	Slightly Carefully	Somewhat Carefully	Quite Carefully	Extremely Carefully
How often did you compliment others' accomplishments?	Almost Never	Once in a While	Sometimes	Often	Almost All the Time
How well did you get along with students who are different from you?	Did Not Get Along At All	Got Along A Little Bit	Got Along Somewhat	Got Along Pretty Well	Got Along Extremely Well
How clearly were you able to describe your feelings?	Not At All Clearly	Slightly Clearly	Somewhat Clearly	Quite Clearly	Extremely Clearly
When others disagreed with you, how respectful were you of their views?	Not At All Respectful	Slightly Respectful	Somewhat Respectful	Quite Respectful	Extremely Respectful

SOCIAL-EMOTIONAL LEARNING

Background Questions

NOTE: This section is only applicable for districts that are having students complete the instrument anonymously.

Finally, we'd like some background information about you.

Are you male or female?

Male

Female

I'd rather not say

What grade are you in?

3rd Grade

4th Grade

5th Grade

Other Grade

Ungraded

6th
Grade

7th
Grade

8th
Grade

9th
Grade

10th
Grade

11th
Grade

12th
Grade

Other
Grade

Ungraded

What is your race or ethnicity? (Please pick only one answer)

American Indian
or Alaska Native

Asian

Black or African
American

Hispanic or
Latino

Filipino

Native
Hawaiian/Other
Pacific Islander

White

Two or more
races/ethnicities

SOCIAL-EMOTIONAL LEARNING

Translations

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Vietnamese

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

Board Policies and Bylaws Item F.1.1.
Prepared by Dr. Kristin Baranski
October 15, 2019

Second Reading: New Board Bylaw 9012,
Board Member Electronic Communications

BACKGROUND:

Board Bylaw 9012, Board Member Electronic Communications reflects the new court decision (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort. It was presented a first reading on October 1, 2019.

RECOMMENDATION:

It is recommended that the Board of Education adopt new Board Bylaw 9012, Board Member Electronic Communications. Action, if any, is at the discretion of the Board.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____

Second: _____

Vote: _____

Agenda Item F.1.1.

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting nor to circumvent the public's right to access records regarding district business.

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

In addition, Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

Legal references on the following page.

BOARD MEMBER ELECTRONIC COMMUNICATIONS

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings

35145 Public meetings

35145.5 Agenda: public participation; regulations

35147 Open meeting law exceptions and applications

GOVERNMENT CODE

6250-6270 California Public Records Act

11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54952.2 Meeting, defined

54953 Meetings to be open and public; attendance

54954.2 Agenda posting requirements, board actions

COURT DECISIONS

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

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

CSBA, Agenda Online: <http://www.csba.org/ProductsAndServices/AllServices/AgendaOnline.aspx>

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

Board Policies and Bylaws Item F.1.2. First Reading: Board Policies for Annual Review
Prepared by Dr. Kristin Baranski
October 15, 2019

BACKGROUND:

Board Bylaw 9310, Board Policies, and Education Code 35160.5 require that the Board annually review the Board Policies listed below. These Board Policies have been reviewed by Administration and are submitted to the Board for a first reading. The listed Board Policies were last reviewed on September 18, 2018.

BP 4315.1, Certification of Competence in Evaluation and Instructional Methodologies, was deleted by the California School Boards Association.

Policy	Policy Title
BP 4116	Probationary/Permanent Status
<i>Deletion of BP 4315.1</i>	Certification of Competence in Evaluation and Instructional Methodologies
BP 6145	Extracurricular and Cocurricular Activities

RECOMMENDATION:

It is recommended that the Board of Education review the listed Board Policies submitted for a first reading. These Board Policies will return for a second reading and request for approval.

FISCAL IMPACT:

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

STUDENT ACHIEVMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Item F.1.2.

PROBATIONARY/PERMANENT STATUS

Probationary Status

Probationary employees shall receive training, assistance and evaluations consistent with their needs as new teachers. Such training and assistance may consist of inservice training and/or meetings with the employee's evaluator to discuss areas of strength and areas requiring improvement. Inservice training may be provided during school hours as part of a comprehensive staff development program.

The performance of each probationary employee shall be evaluated and assessed at least once every school year.

(cf. 4115 - Evaluation/Supervision)
(cf. 4131 - Staff Development)

Permanent Status

Granting of permanent status shall be based on completion of the probationary period in accordance with applicable law. Employees granted permanent status acquire specific rights under the Education Code, including those relating to discipline and dismissal. (Education Code 44932-44988)

(cf. 4117.4 - Dismissal)
(cf. 4117.6 - Decision Not to Rehire)

Legal Reference:

EDUCATION CODE

- 44466 Status of university interns
- 44850.1 No tenure in administrative or supervisory position
- 44885.5 Status of district interns
- 44908 Complete year for probationary employees
- 44911-44913 Service not computed in eligibility for permanent status
- 44915 Classification of probationary employees
- 44917-44921 Status of substitute or temporary employees
- 44929.20 Continuing contracts (not to exceed four years - ADA under 250)
- 44929.21 Districts of 250 ADA or more
- 44929.23 Districts with less than 250 ADA
- 44929.28 Employment by another district
- 44930-44988 Resignations, dismissals and leaves of absence, especially:
- 44948.2 Election to use provisions of Section 44948.3
- 44948.3 Dismissal of probationary employees

Policy adopted: February 18, 1986
Policy revised: May 5, 2009, January 20, 2015
Policy reviewed: December 15, 2009, May 3, 2011; June 15, 2012
June 4, 2013; January 20, 2015; July 7, 2015; July 5, 2016

SANTEE SCHOOL DISTRICT
Santee, California

CERTIFICATION OF COMPETENCE IN EVALUATION AND INSTRUCTIONAL METHODOLOGIES

~~The Superintendent shall annually submit to the Governing Board a list of district administrators whose duties include evaluation of certificated personnel. The administrators listed will be presented as competent by the Superintendent in instructional methodologies and in the evaluation of certificated personnel. The Board will certify the competence of personnel recommended by the Superintendent.~~

~~Criteria for certification may include but not be limited to the following:~~

~~Academic Qualifications~~

- ~~1. — Earned Master's Degree or advanced degree of equivalent standard from an accredited college or university.~~
- ~~2. — Evidence of university level course work in techniques of supervision, human relations and instructional methodologies.~~

~~Experience~~

- ~~1. — Demonstration of competence in the evaluation process.~~
- ~~2. — Demonstration of competence in instructional methodologies.~~
- ~~3. — Completion of at least three (3) years of successful teaching.~~

~~Credential~~

- ~~1. — Possession of valid California Administrative Credential~~

~~Professional Knowledge and Skills~~

- ~~1. — Evidence of professional growth program participation.~~
- ~~2. — Demonstration of understanding of district adopted curriculum, policies and practices.~~
- ~~3. — Demonstration of skill in instructional observation.~~
- ~~4. — Demonstration of skill in techniques and procedures of evaluation of instruction.~~

~~This certification is intended to comply with requirements of the Education Code and is intended to be used for no other purpose. This policy shall be reviewed annually by the Board.~~

~~Legal Reference: (see next page)~~

**CERTIFICATION OF COMPETENCE IN EVALUATION
AND INSTRUCTIONAL METHODOLOGIES**

Legal Reference:

EDUCATION CODE

33039 Guidelines for teacher evaluation

44660-44665 Evaluation and assessment of performance of certificated employees

44681-44689 Administrator training and evaluation

GOVERNMENT CODE

3543.2 Scope of representation (re-evaluation procedures)

Policy adopted: June 19, 1984 _____ **SANTEE SCHOOL DISTRICT**
Policy amended: December 4, 2007 _____ Santee, California
Policy reviewed: May 5, 2009; December 15, 2009; May 3, 2011;
June 15, 2012; June 4, 2013; January 20, 2015; July 7, 2015; July 5, 2016;
August 15, 2017; September 18, 2018

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development and experiences of students. The district shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

No extracurricular or cocurricular program or activity shall be provided or conducted separately, and no district student's participation in extracurricular and cocurricular activities shall be required or refused, based on the student's sex, gender, sexual orientation, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. Requirements for participation in extracurricular and cocurricular activities shall be limited to those that are essential to the success of the activity. (5 CCR 4925)

Any complaint regarding the district's extracurricular and cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

Unless specifically authorized by law, no fee shall be charged to students for participation in extracurricular and cocurricular activities related to the educational program, including materials or equipment related to the activity.

Eligibility Requirements

Junior High social activities and eighth grade excursion day are subject to academic, effort, and citizenship requirements as specified in AR 6145.

Any decision regarding the eligibility of any child in foster care or a child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with California Education Codes 48850 and 49701.

Student Conduct at Extracurricular/Cocurricular Events

When attending or participating in extracurricular and/or cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

Supervision

Extracurricular activities shall be under the general supervision of school authorities and certificated employees whenever they are conducted by the district.

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

The Superintendent or designee shall:

1. Determine which activities and programs are affected by this policy.
2. Ensure districtwide uniformity.

Annual Policy Review

The Board shall annually review this policy and implementing regulations.

Legal Reference:

EDUCATION CODE

35145 Public meetings

35160.5 District policy rules and regulations; requirements; matters subject to regulation

35179 Interscholastic athletics; associations or consortia

35181 Students' responsibilities

48850 Participation of foster youth in extracurricular activities and interscholastic sports

48930-48938 Student organizations

49700-49704 Education of children of military families

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

5531 Supervision of extracurricular activities of pupils

UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CALIFORNIA TASK FORCE REPORT TO THE LEGISLATURE

Compact on Educational Opportunity for Military Children: Preliminary Final Report, March 2009

WEB SITES.

California Association of Directors of Activities: <http://www.cadal.org>

California Department of Education, Educational Options Office: <http://www.cde.ca.gov/ls/pf/mc>

California Department of Education, Foster Youth Services: <http://www.cde.ca.gov/ls/pf/fy/>

Policy adopted: August 17, 2010
Reviewed: May 3, 2011; June 15, 2012;
July 7, 2015; July 5, 2016; August 15, 2017
Revised: June 4, 2013; January 20, 2015
September 18, 2018

SANTEE SCHOOL DISTRICT
Santee, California

Item G. EMPLOYEE ASSOCIATION COMMUNICATION

Item H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item I. CLOSED SESSION

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

The Board will go into Closed Session to discuss:

1. **Conference with Legal Counsel – Existing Litigation** (Gov't. Code § 54956.9)
Case #: 37-2017-00051097-CU-PO-CTL and OAH Case No. 2019070451

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

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

Item J. RECONVENE TO PUBLIC SESSION

Item K. ADJOURNMENT

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