



# Santee School District

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

**BOARD OF EDUCATION  
 REGULAR MEETING  
 AGENDA  
 August 3, 2021**

**District Mission**

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

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

**IN-PERSON ATTENDANCE**

Please be advised that audience seating will be limited to maintain social distancing, and provided on a first-come, first-served basis. Current public health orders require unvaccinated attendees to wear a face covering while inside a public facility. If you enter the building without a face covering, you are self-certifying that you have been vaccinated. **PLEASE NOTE: Staff who are attending in person will be required to wear a mask indoors. Should the public health guidance change prior to this meeting, community members will be asked to comply with current local guidance.**

**JOINING THE MEETING ONLINE ON MICROSOFT TEAMS (not Zoom)**

[Click this link to join from a PC, Mac, iPad, iPhone, or Android device.](#)

*Please check with your mobile provider on downloading the Microsoft Teams app.*



**PUBLIC COMMENTS**

The Board has a policy limiting any speaker to three minutes.

Citizens are invited to address the Board of Education, in-person, about any item not on the agenda by submitting a request-to-speak card prior to the meeting. Request-to-speak cards are available at the meeting.

[Click here to submit an online public comment.](#) Online comments will be posted on the District website, under School Board Meetings, and acknowledged by the Board President. Copies of the comments will be provided to all Board Members, and Superintendent, prior to the meeting. Online public comments must be received by Tuesday, August 3, at 6:00 p.m.

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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. PUBLIC COMMUNICATION**

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

**C. CONSENT ITEMS**

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

**Superintendent**

- 1.1. **Approval of Minutes** 7  
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

**Business Services**

- 2.1. **Approval/Ratification of Revolving Cash Report** 19  
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.2. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 21  
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of June 2020.

**Educational Services**

- 3.1. **Approval of Nonpublic Agency Master Contract with ABA Education Foundation for Behavioral Support** 25  
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with ABA Education Foundation for Behavioral Support.
- 3.2. **Approval of Nonpublic Agency Master Contract with Maxim Healthcare for Nursing Services** 26  
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Maxim Healthcare for Nursing Services.
- 3.3. **Approval of Nonpublic Agency Master Contract with Sound Therapies, Inc. for Supervision of Newly Hired Speech Therapists in Their Clinical Fellowship Year** 27  
It is recommended that the Board of Education approve the Nonpublic Agency Master Contract with Sound Therapies, Inc., for Supervision of Newly Hired Speech Therapists in Their Clinical Fellowship Year.
- 3.4. **Approval of Nonpublic School Master Contract with ACES 2020, LLC for Nonpublic School Services** 28  
It is recommended that the Board of Education approve the Nonpublic School Master Contract with ACES 2020, LLC for Nonpublic School Services.

**Human Resource/Pupil Services**

- 4.1. **Personnel, Regular** 29  
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 Short-Term Positions** 32  
It is recommended that the Board of Education approve the short-term Campus Aide positions.
- 4.3. **Approval of 2021-2022 Service Agreement with EdJoin** 33  
It is recommended that the Board of Education approve the 2021-2022 Service Agreement with EdJoin.
- 4.4. **Adoption of Resolution 2022-01 to Reduce and/or Eliminate Classified Non-Management Positions** 36  
It is recommended that the Board of Education eliminate the Classified Non-Management positions.

<b>D.</b>	<b>DISCUSSION AND/OR ACTION ITEMS</b>	
	<i>Members of the audience wishing to address the Board about any of the following items were asked to submit their comment online prior to the deadline.</i>	
	<b>Superintendent</b>	
1.1.	<b><u>Approval of Amendment to Contract of Employment of Superintendent</u></b> It is recommended that the Board approve the amendment to the Superintendent's contract effective as of July 1, 2021.	39
	<b>Business Services</b>	
2.1.	<b><u>2021-22 Budget Update</u></b> This is an information item. Action, if any, is at the discretion of the Board of Education.	42
<b>E.</b>	<b>BOARD POLICIES AND BYLAWS</b>	43
1.1.	<b><u>Second Reading of Board Policies (BP):</u></b>	44
	<ul style="list-style-type: none"><li>• <b><u>BP 1330.1 – Joint Use Agreements (formerly known as Improvements to District Facilities and Maintenance)</u></b></li><li>• <b><u>BP 0400 – Comprehensive Plans</u></b></li><li>• <b><u>BP 0410 – Nondiscrimination in District Programs and Activities</u></b></li></ul>	
	It is recommended that the Board of Education adopt revised Board Policies 1330.1, 0400, and 0410, in a Second Reading, as presented.	
1.2.	<b><u>First Reading of Board Policy (BP) and Administrative Regulations (AR):</u></b>	56
	<ul style="list-style-type: none"><li>• <b><u>BP/AR 6158 – Independent Study</u></b></li></ul>	
	It is recommended revised Board Policy and Administrative Regulation 6158, be adopted in a First Reading, as presented.	
<b>F.</b>	<b>EMPLOYEE ASSOCIATION COMMUNICATION</b>	76
<b>G.</b>	<b>BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS</b>	76
<b>H.</b>	<b>CLOSED SESSION</b>	76
1.	<b><u>Conference with Labor Negotiator</u></b> (Gov't. Code § 54957.6) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Employee Organizations: Santee Teachers Association (STA); and Classified School Employees Association (CSEA)</i>	
2.	<b><u>Public Employee Performance Evaluation</u></b> (Gov't. Code § 54957) <i>Superintendent</i>	
<b>I.</b>	<b>RECONVENE TO PUBLIC SESSION</b>	76
<b>J.</b>	<b>ADJOURNMENT</b>	76

**Please note:** Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. As of this posting, the next regular meeting of the Board of Education will be held in-person and virtually on August 17, 2021, at 7:00 p.m. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date.

Members present:

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

**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 August 3, 2021, regular meeting

Agenda Item A.

## **Item B. PUBLIC COMMUNICATION**

*During this time, citizens are invited to address the Board of Education about any item not on the agenda. The Board has a policy limiting any speaker to three minutes. The Board may not take action on any item presented. Meetings are streamed live and recorded.*

*Requests to speak in-person, and online comments, should be submitted in advance.*

## **Item C. CONSENT ITEMS**

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

Agenda Item C.

Consent Item C.1.1.  
Prepared by Dr. Kristin Baranski  
August 3, 2021

Approval of Minutes

**BACKGROUND:**

Presented for Board approval –

- July 20, 2021, regular meeting minutes

**RECOMMENDATION:**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_ Item C.1.1.

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

July 20, 2021  
**MINUTES**

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

**A. OPENING PROCEDURES**

**1. Call to Order and Welcome**

President Ryan called the meeting to order at 7:02 p.m.

Members present:

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

Administration present:

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

**2. District Mission**

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

**3. Pledge of Allegiance**

Lisa Arreola, Executive Assistant, led members, staff, and audience, in the Pledge of Allegiance.

**4. Approval of Agenda**

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

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

**B. REPORTS AND PRESENTATIONS**

**1. Superintendent's Report**

1.1. Developer Fees and Collection Report

**C. PUBLIC COMMUNICATION**

President Ryan explained that given the current circumstances with COVID-19, the public was given the opportunity to submit comments online or by phone prior to the meeting or attend the meeting in-person. There were 22 online public comments and seven (7) in-person speakers.

<i>Note: Only comments that include all required information (first and last name, phone number, and email address) are posted for public view.</i>			
ID	Name	Representing	Public Comment
1	Adam Johnson	Parent of student	When will details be released about the independent study program required by AB 130 passed recently for the 2021-22 school year? It sounds like different requirements than the



			alternative home school program offered.
2	Farin Jervis	Santee students	We the parents of the santee school district want to be heard. Unmask our children!! Please do not do this to them emotionally again. Enough is enough! We have been mask free for over a month now. Why go backwards?? My child does NOT want to return if masks are going to be mandated. Please give the parents the option, we know what's best for our own children.
3	Stephanie Barker	Myself and my two children at Carlton Oaks.	Please continue to follow the guidance of the County Health Department and do NOT remove masks for in person education. Kids under the age of 12 cannot yet be vaccinated. Masks clearly helped keep us safe last year and the practice should be continued until everyone who can be vaccinated, is. Thank you.
4	Rob Fox	Myself and my children	<p>I am submitting this comment in the hopes of persuading the Board to use common sense and follow actual science and not the politically influenced pseudoscience when it comes to determining whether to recommend masks for our children for this upcoming school year. The recent recommendation by both the State of California and the American Academy of Pediatrics, flies in the face established data that shows children, regardless of vaccination status, are at a near zero risk for infection, transmission or death due to COVID-19. In fact, many studies have shown that children often act as a "transmission brake" when it comes to their ability to infect others.</p> <p>Furthermore, there have been multiple studies published showing that masking DOES NOT work. A very recent study showed that children are at an increased risk to physiological harm due to breathing in higher levels of CO2, our respiratory metabolic waste product, while wearing a mask for extended periods during the school day.</p> <p>Over the course of the last several months, our children have taken vacations, they've sat in crowded restaurants, gone to movies and amusement parks, played at parks and had sleepovers. Everything kids should do and with no adverse actions.</p> <p>Our kids have been taken on a mental and emotional roller coaster this past year and a half. To subject them to any further attempts at politically motivated, unscientific interventions that adversely affects their health is tantamount to child abuse when all the hard data shows that they are not at risk.</p> <p>I implore you to take a stand for our children's health and make it a parent's choice on whether to have our children wear masks or not.</p> <p>Thank you</p>
5	Jessica Bosch	Jessica Bosch	District should follow the CDC, State and county guidelines for masking and social distancing. As children 5-12 cannot be vaccinated, masks should be worn inside the classroom. It is important that children are not getting and spreading the highly contagious delta variant. We should err on the side of caution, following the science not politics.
6	Lynda Spendlove	Parent and educator	Masks are hurting younger students. Bi have noticed a strong decline in students and my children's ability to recognize facial cues and emotional cues. This is hurting their emotional growth and emotional attachment. Also language development is behind. Since kids cannot see mouths moving they are having trouble pronouncing words correctly.
9	Kim Acino-Romero	Carlton Oaks School & all the children in the Santee School district.	My 7 year old does not know what "normal" school is. His kindergarten year was cut in half and 1st grade year was a joke as well. We are doing our children a disservice at this point with the education system that is currently in place and enough is enough. We can go to the movies, we can go to Costco, target, the mall etc (the list goes on and on) without mask, yet our children whom are

			<p>the least effected have to sit in a classroom with a mask on there beautiful faces...Mask are NOT helping protect our children or the teachers for that matter they are not being worn properly and harboring more bacteria then we know. SHOW us the Science, oh wait there is none...it's not about the science, it's about control. Wake up people!! Which one of you are going to stand-up and protect our children. Our taxes pay your salaries! We as parents will not backdown, we are ready to fight for what's right and STOP this child abuse! Again, I want to ask, which one of you is going to stand with us and not against us. Saying and/or doing nothing is part of the abuse. We are asking you to do what's right, let our children breathe freely and experience school they way you and I did. Don't steal that from them. Let stand together and make things right in our district.</p>
10	Sara Corbett	Sara & Martin Corbett	<p>What are the steps for the COVID-19 vaccine to become mandatory in the district? For example, dose it have to be FDA approved first? In addition, what are the chances that it will happen and will the district enforce it?</p> <p>As a comment: My husband and I have 2 daughters attending Chet F. Harritt going into grades 5th &amp; 6th. We are fully prepared to pull them out of public school if this Vaccine becomes mandatory and is enforced by the district.</p>
12	Sarah Kahler	My children	<p>I hope that masks will be voluntary for students and staff this coming school year. I know that the state is making them required but that districts have some say in how they manage students who don't wear them. Right now the state is open and most people do not wear them. People can go to baseball games and amusement parks with tens of thousands of people, and yet a class of 24 students requires them. Making students and teachers wear masks does get in the way of learning. It makes it difficult to communicate and to hear one another. I feel like our students have gone through enough changes over the past year and a half and we need to bring back normalcy. While I understand that some people feel safer in a mask, making masks optional and available for those who want them should be the way to go. Last year my sons did wear them in school and I was happy that the district was able to open up much sooner than many other districts, but another year behind masks it too much to ask of the teacher and kids.</p>
13	Nicole Cavanaugh	Parent	<p>There should be no question if these kids need to wear masks this upcoming school year, because if we learned anything from all the work that was done last year, is that they work. These kids aren't safe, and what's keeping them safe? The masks. And if it becomes an optional situation none of them are going to wear their masks and the ones that do will be bullied.</p>
14	Krista Hopkins	My child, Colton Hopkins	<p>As a parent to a future 2nd grader who's experienced his first couple years of school during COVID, I'm writing in regards to my child coming back to school in the fall that is potentially requiring masks to be worn. My sons first years of school have been damaging not only to his education but to his personal qualities as COVID played a big part in his education and having to wear a mask at school. While wearing a mask, a young child cannot read lips as his teacher is teaching him to read, write, and speak. Wearing a mask, he cannot see the smiles (or in this case scared faces) of his peers as they don't understand what's going on either and are having a hard time learning or making friends. As we entered into the summer of 2021 it was a relief that the CA mask mandate was released and our children were able to run and play sports outside, be allowed to go to amusement parks, go to church, and just be a regular kid without having to wear a face covering that impacts</p>

			their breathing and facial emotions. If our school board chooses to require students to wear masks, I am prepared to pull my child from this school district as it is not safe and not healthy!
15	Aaron Starns	Peyton & Liam Starns	Please discuss possible loopholes for the State's mask requirement.
16	Gina Davis	Children	What are the Santee School districts intentions on mask policy for fall and how will families wanting an optional mask policy be represented? With teachers, staff and other adults all having had the opportunity to be fully vaccinated, the perceived risk of children spreading the virus to adults has been removed. Therefore, there is no public health justification for forcing children to wear masks in school. Alpine School District has already voted for an optional mask policy this fall and I request Santee SD also give parents a right to choose what is in the best interest of their child.
17	Elena Finley	Children	Children of the Santee school district should have the option to wear masks or not. Private schools such as foothills Christian in lakeside has operated mask optional last school year and alpine school district recently announced they would operate mask optional. Where is the health justification on enforcing these mask rules on our children given that every staff member and adult has been given the opportunity to fully vaccinate and the Covid numbers are low. How will the district represent the parents/children that want masks to be optional?
18	Robert Romero	All students in the Santee School District  Sent from my iPhone	I'm writing this email on behalf of all the kids that are attending the Santee School District for this next year and am confused at the idea of them having to wear masks!!! Why, why, why, when you can go pretty much anywhere now and not have to wear a mask, but we are making kids wear masks in school is mind boggling to me!! There is zero science, zero that says a child is going to die from this!!! I'm disgusted by the thought of my 7 year old that his kindergarten and 1st grade years were taken away from him and what a waste of two years of learning it was!! We want our kids to learn and grow and if the schools that we pay taxes for don't care about our kids, we will fight and continue to fight for them!! Stand up for our kids! If you don't, we know where you stand, and it's not for our kids!! Start standing up for them and Let Them Breathe!!!!
19	Ryan Macys	My nieces, fourth and second grade.	Please just use common sense regarding masks. The safety of all is more important than the discomfort of a few. Most elementary aged kids cannot be vaccinated yet, do not remove masks indoors for all. Thank you.
22	Alexandria Small	The children	I am asking what the Santee School district is doing to represent the families who want an optional mask wearing policy for our children. Since the school staff have all had the opportunity to get fully vaccinated and the risk of children giving the virus to adults is no longer. There should be no reason to make our children wear a mask in school as there is no justification.

Coral Virili, Carlton Hill parent, expressed her opposition of requiring students to wear masks inside the classroom.

Rob Vigil, parent, expressed his opposition of requiring students to wear masks, and the instruction of Critical Race Theory (CRT), in the classroom.

Adam Padilla, representing students, expressed his opposition of requiring students to wear masks inside the classroom.

Shannon Hamann, representing students, expressed her opposition of requiring students to wear masks inside the classroom.

Stephanie Melaney, Rio Seco grandparent, expressed her opposition of requiring students to wear masks.

Dr. Mark Brouker, representing Santee students, expressed his appreciation to the Board for listening to all the speakers, inquired on data points being used to lift the mask mandate, and shared his opposition of requiring students to wear masks inside the classroom.

Amy Reichert, representing “Re-Open San Diego” and “Let Them Breathe”, expressed her opposition of requiring students to wear masks inside the classroom.

Speakers discussed students’ mental well-being, the need for normalcy, etc., asked the Board to “let the students breathe,” “follow the science,” and allow parents the choice of whether their student(s) wears a mask in the classroom.

**D. CONSENT ITEMS**

President Ryan shared comments from the public were requested in advance and there were no public comments on consent items.

- 1.1. Approval of Minutes
- 2.1. Approval/Ratification of Travel Requests
- 2.2. Approval/Ratification of Expenditure Warrants
- 2.3. Approval/Ratification of Purchase Orders
- 2.4. Approval/Ratification of Revolving Cash Report
- 2.5. Acceptance of Donations, Grants, and Bequests
- 2.6. Approval/Ratification of General Services Agreements
- 2.7. Approval/Ratification of Agreements for Mileage Reimbursement in Lieu of District Transportation
- 2.8. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)
- 2.9. Authorization to Sell/Dispose of Surplus Items
- 2.10. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement
- 3.1. Approval of the 2021-22 Consolidated Application and Reporting System (CARS) Application for Funding
- 3.2. Approval/Ratification of Nonpublic School Master Contract with Winston School for Nonpublic School Services
- 3.3. Approval of Individual Service Agreement with Asetine School for Nonpublic School Services
- 3.4. Approval of Nonpublic Agency Master Contract with New Haven Youth Services for Therapeutic Behavioral Services
- 3.5. Approval of Nonpublic Agency Master Contract with SPOT Kids Therapy for Speech Therapy, Occupational Therapy and Psycho-Educational Assessments
- 3.6. Approval of Nonpublic School Master Contract with The Institute for Effective Education Nonpublic School Services
- 3.7. Approval of Nonpublic Agency Master Contract with Vista Hill Learning Assistance Center
- 3.8. Approval of Individual Service Agreement with Fred Finch Center for Nonpublic School Services
- 4.1. Personnel, Regular
- 4.2. Approval of Changes to the 2021-2022 District School Calendar
- 4.3. Ratification of Short-Term Service Agreements

Member El-Hajj moved approval of Consent Items.

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

## E. DISCUSSION AND/OR ACTION ITEMS

### Superintendent

#### 1.1. 2021-22 School Year Update

Superintendent Baranski provided an update on the 2021-22 school year public health guidance for K-12 schools, published by the California Department of Public Health on July 12, 2021, that outlined safety measures including current mask mandates while indoors, physical distancing, and ventilation recommendations.

Superintendent Baranski noted priority is to have as many students as possible attending in-person instruction. She shared discussing these guidelines with neighboring district Superintendents and all were in concurrence with the information being presented. Superintendent Baranski noted the item was being presented as an information only, and any action was at the Boards' discretion. She clarified the presentation content was written by the California Department of Public Health (CDPH) and were not her words and/or opinion. Superintendent Baranski explained there was a misconception on the District's "local control" and noted initial guidance was that if a child came to school without a mask, they must leave the school. That guidance was retracted as CDPH learned they do not have the local authority to decide what a school district does if a child doesn't want to bring a mask to school. The following day, CDPH's guidance was that schools must decide or create local protocols on how enforce the mask requirements if a student comes to school without a mask; and offering an independence study program for students who are not on campus because they will not wear a mask. Superintendent Baranski noted next steps included parent communication to relay the current guidance; with frequent updates, if there were changes to the guidance. She noted CDPH will not make any additional changes to the guidance until November 1. Superintendent Baranski shared the importance of site administration being part of this discussion when they return from summer break. The SAFE AT SCHOOL Reopening Plan was also in the process of being updated with the new guidance.

Member Fox inquired on an appeal process. Superintendent Baranski noted the appeal process would entail the District, parents and/or community members writing a letter to CDPH asking for variances. She shared several San Diego school districts had written to CDPH asking for variances and were denied.

Member Burns noted some of the public comments resonated with him; as he is also a parent in the District and lifetime resident of Santee, attending Cajon Park and Santana High. Member Burns noted the importance to confirm with CDPH that masks in the classrooms are a requirement; Cal/OSHA and the impacts to employees; and final authority on the guidance. Member Burns noted it was his understanding that the Boards of Education do not have any authority on this matter. He noted Alpine Union School District had stated masks would be "optional" but only if allowed. Superintendent Baranski noted that in a discussion with other Superintendents and the San Diego Public Health Officials, the prior day, CDPH is requiring masks indoor for students on school campuses. The "local control" is only what a school district does to manage and/or support a child that does not want to bring a mask to school.


Member El-Hajj shared not liking wearing a mask and explained that as an elected body, you swear to uphold the law. She mentioned the District would inquire on local authority, if any, to make sure all students are safe. Member El-Hajj noted that as much as she dislikes wearing a mask, she also has the responsibility to respect those who chose to wear them. She shared the District will work as hard as possible to meet the needs of all students, by following the law.


Member Levens-Craig shared she was looking forward to hearing if the schools are required to follow the guidance and clarification on local control.

Member Burns noted a lot of misinformation in the community, and on social media, and encouraged parents and community members to contact the school district for information and/or clarification.


CALIFORNIA DEPARTMENT OF  
PUBLIC HEALTH (CDPH)  
SCHOOL INDUSTRY GUIDANCE

Santee School District  
Board of Education Meeting  
July 20, 2021




PRIORITY: IN PERSON INSTRUCTION 

- Masks **required** indoors for students and staff when students are present
- Masks not required outdoors
- No minimum physical distancing requirements
- Maintain ventilation, frequent handwashing, daily cleaning, etc.

PRIORITY: IN PERSON INSTRUCTION 

Masks:

- CDPH chose universal masking while indoors in lieu of social distancing requirements (CDC allowance)
- Schools must provide a face covering to students who forget to bring one
- Medical exemptions remain the same

PRIORITY: IN PERSON INSTRUCTION 

District/Schools must also:

- Implement local protocols to enforce the mask requirements
- Offer independent study for students who are excluded from campus because they will not wear a mask

## Business Services

### 2.1. 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 May 31, 2021; and shared the District ended the month with a cash balance in the General Fund of approximately \$14.1 million sufficient to pay all of the District's financial obligations for the fiscal year. He noted the budget revisions transactions had not changed from when the estimated actuals were presented in the adopted budget, but reserve percentages were outdated because the State's adopted budget differed, and did not include recent negotiated salary increases. Mr. Christensen noted a 45-day Budget update would be presented at the August 3 meeting.

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

## Educational Services

### 3.1. Approval of Outdoor Education Program Agreements with the San Diego County Office of Education

Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, presented approval of the Outdoor Education Program agreements for approval. Member Burns explained being employed by the San Diego County Office of Education and having a conflict of interest with the item. He left the dais and abstained from the vote. Member Fox moved approval.

<i>Motion:</i>	<u>Fox</u>	<i>Ryan</i>	<u>Aye</u>	<i>Fox</i>	<u>Aye</u>
<i>Second:</i>	<u>El-Hajj</u>	<i>Levens-Craig</i>	<u>Aye</u>	<i>Burns</i>	<u>Abstained</u>
<i>Vote:</i>	<u>4-1</u>	<i>El-Hajj</i>	<u>Aye</u>		

## Human Resource/Pupil Services

### 4.1. Ratification of Employer-Employee Collective Bargaining Tentative Agreement Between Santee School District and California School Employees Association and its Chapter #557 (CSEA)

Tim Larson, Assistant Superintendent of Human Resources/Pupil Services, presented the Employer-Employee Collective Bargaining Tentative Agreement between Santee School District and California School Employees Association and its Chapter #557 (CSEA) for ratification. He shared a tentative agreement, for the 2019-2020 school year, concerning the following Articles had been reached:

- Contract Article Number Changes
- Article 2, Recognition
- Article 4, Association Rights
- Article 5, Orientation
- Article 6, Organizational Security
- Article 9, Procedure for Evaluation
- Article 10, Safety
- Article 11, Hours
- Article 12, Transportation Procedures
- Article 13, Layoff, Employment, Involuntary Reduction in Hours, and the Impacts and Effects of Such Matters
- Article 16, Transfers
- Article 17, Postings and Filling Open Positions
- Article 19, Compensation
- Article 20, Health and Welfare Benefits
- Article 24, Term

CSEA membership ratified the tentative agreement on July 1, 2021. Mr. Larson noted the fiscal impact of Article 19, Compensation, were as follows:

- 2.00% increase to the 2020-2021 salary schedule effective July 1, 2020
- 2.00% off-schedule increase for 2020-2021 effective July 1, 2020 to be paid in one lump sum
- 2.00% increase to the 2021-2022 salary schedule effective July 1, 2021

Member Burns moved approval.

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

**4.2. Approval of Memorandum of Understanding with Rady Children’s Hospital – San Diego, Children’s Outpatient Psychiatry**

President Ryan shared a conflict with the item and abstained from the vote. Member Burns moved approval of Memorandum of Understanding with Rady Children’s Hospital – San Diego, Children’s Outpatient Psychiatry for the 2021 – 2022 school year.

<b>Motion:</b>	<u>Burns</u>	<u>Ryan Abstained</u>	<u>Fox Aye</u>
<b>Second:</b>	<u>Fox</u>	<u>Levens-Craig Aye</u>	<u>Burns Aye</u>
<b>Vote:</b>	<u>4-1</u>	<u>El-Hajj Aye</u>	

**F. BOARD POLICIES AND BYLAWS**

President Ryan explained item F.1.1. were second readings of Relations Between Other Governmental Agencies and the Schools (BP 1400); and District-Sponsored Social Media (BP 1114). She noted item F.1.2. were first readings of Joint Use Agreements (formerly known as Improvements to District Facilities and Maintenance) (BP 1400); Comprehensive Plans (BP 0400); and Nondiscrimination in District Programs and Activities (BP0410), and encouraged the Board to review and discuss any questions with administration.

**1.1. Second Readings of Board Policies (BP):**

- BP 1400 – Relations Between Other Governmental Agencies and the Schools
- BP 1114 – District-Sponsored Social Media

**1.2. First Readings of Board Bylaws (BB):**

- BP 1330.1 – Joint Use Agreements (formerly known as Improvements to District Facilities and Maintenance)
- BP 0400 – Comprehensive Plans
- BP 0410 – Nondiscrimination in District Programs and Activities

Member El-Hajj moved approval of Second Readings: Relations Between Other Governmental Agencies and the Schools (BP 1400); and District-Sponsored Social media (BP 1114).

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

**H. EMPLOYEE ASSOCIATION COMMUNICATION**

There was no communication.

**I. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS**

Superintendent Baranski shared the enrollment projects were similar to last year and enrollment was being monitored for staffing purposes. She explained AB 130: Independent Study was recently passed legislation and asked Dr. Stephanie Pierce, Assistant Superintendent, to provide an update on how the District will be adhering to these requirements through the Home School



Program. Dr. Pierce explained that as part of the Budget Trailer Bill AB130, changes were made to the Independent Study Law for the 2021-22 school year. These changes include:

1. Mandate to offer Independent Study for school year 2021-22 only.
2. Notification of this option on the school district website.
3. Independent study student work must be aligned to state standards and meet the instructional minutes or time value of in-person instruction.
4. Synchronous instruction once daily for grades K-3 (no minimum instructional minutes)
5. Live interaction for grades 4-8 grade and one synchronous session per week. Live interaction is defined as a check in with the teacher via online learning platform, telephonic or in-person.
6. Tiered reengagement strategy if a student misses more than 2 days a week, which includes an absences notification.
7. Students generate attendance by meeting the daily requirements of work completion.
8. Signed learning agreement or master agreement by parent and student with the requirements. Learning agreement is signed as a result of a pupil-parent-educator conference.
9. Plan to transition students to in-person within 5 days as requested by family. In our district it would mean at a school with an opening for the student's grade level. We would do our best to place the child at their home school or requested school if possible.

Dr. Pierce noted the requirements of live interaction, synchronous learning, tiered reengagement, and transition plan are exempt for students engaging in independent study in a school year for less than 15 days for the entire year. This would include independent study agreements for students going away for a five-day vacation, bereavement, etc. She noted the need to monitor that they do not exceed 15 days for the school year.

Superintendent Baranski explained inquiries from parents and grandparents on Critical Race Theory (CRT) began when two San Diego school districts discussed adding this content to their curriculum. She explained that as an elementary school district, we do not have a critical race curriculum nor has the District ever considered this type of curriculum; and noted this context is usually discussed at the high school level or above. Superintendent Baranski noted the District's current History/Social Science curriculum was adopted in 2019 and aligns to the State's standards. She noted Critical Race Theory is not content on the State's standards, nor part of the District's current curriculum, nor is it being recommended for adoption. Superintendent Baranski noted the District did purchase a social and emotional curriculum, which supports students with empathy, awareness, and how they deal with themselves and others.

Member Fox asked if assessments were conducted during summer school to gage the program's success. Dr. Pierce noted teachers conducted formative pre- and post-assessments, which showed growth. She shared teachers thought it was very beneficial for students. Member Fox inquired on the availability of physical education and electives for 8<sup>th</sup> grade students. Dr. Pierce confirmed there would be physical education and electives for 8<sup>th</sup> grade students.

Member El-Hajj expressed her appreciation for those in attendance and for sharing their concerns. She noted everyone is working together to get through these trying times.

Member Levens-Craig expressed her gratitude for being allowed to join remotely and asked if junior high students would be attending full-day. Superintendent Baranski noted it was intended for students to return all-day, full-day instruction, with electives. She shared discussion would be held on junior high student rotations.

President Ryan expressed her gratitude towards those in attendance and online and noted their concerns were heard and be taken into consideration as allowed.

**J. CLOSED SESSION**

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

1. **Conference with Legal Counsel – Pending Litigation** (Gov't. Code § 54956.9)  
- OAH #: -2021030614 and 2021030629 (consolidated)
2. **Conference with Labor Negotiator** (Gov't. Code § 54957.6)  
*Purpose:* Negotiations  
*Agency Negotiators:* Tim Larson, Assistant Superintendent  
*Employee Organizations:* Santee Teachers Association (STA); and  
Classified School Employees Association (CSEA)
3. **Public Employee Performance Evaluation** (Gov't. Code § 54957)  
*Superintendent*

The Board entered closed session at 8:12 p.m.

**K. RECONVENE TO OPEN SESSION**

The Board reconvened to public session at 9:23 p.m. and reported a dispute arose regarding a student's special education program. It was moved by Member Burns, seconded by Member El-Hajj to reach a settlement in an anticipated litigation regarding a student's special education program. The agreement involved a release of potential District liability.

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

**L. ADJOURNMENT**

With no further business, the regular meeting of July 20, 2021, was adjourned at 9:23 p.m.

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Dianne El-Hajj, Clerk

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Dr. Kristin Baranski, Secretary

**BACKGROUND:**

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

**RECOMMENDATION:**

It is recommended that the Board of Education approve checks #22709 through #22711 on the \$20,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The fiscal impact is \$638.18 as disclosed on the following report.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item C.2.1.

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

<b>Date</b>	<b>Number</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
07/07/21	22709	California Department of Tax & Fee Admin	Acct#057-415694 Period End June 30, 2021	\$33.00
07/08/21	22710	Mission Federal Credit Union	June Merchant Capture Fees	\$103.12
07/21/21	22711	Party to Claim	Settlement Payment for Closed Claim	\$500.00
<b>Total Checks Written</b>				<b>\$636.12</b>
<b>June 2021 Bank Fees</b>				<b>\$2.06</b>
<b>Amount to be reimbursed by SDCOE</b>				
<b>Total to be Reimbursed</b>				<b>\$638.18</b>
<b>Total to Deduct from Future Reimbursement</b>				<b>\$0.00</b>

Consent Item C.2.2. Approval/Ratification of Expenditure Transactions  
 Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)  
 August 3, 2021

**BACKGROUND:**

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

**RECOMMENDATION:**

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period June 1, 2021 through June 30, 2021.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

There were 113 transactions totaling \$20,402.90 charged to various funds.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item C.2.2.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20210613	ABEL,CATHY	CHILD NUTRITION	AMAZON.COM*2X5VK6B90	32.07 32.07	Rust-Oleum Stop Rust Advanced Spray 6pack.
20210602	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SANDWICH BAGS	107.17	Board meeting supplies.
20210602	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	WAL-MART #1917	15.68	Meeting supplies.
20210603	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	9.96	Board meeting supplies.
20210603	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	49.55	Board meeting supplies.
20210609	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	CSBA.ORG	3,659.00	Registration for the Annual CSBA Conference for the Board and Superintendent.
20210613	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALS SPORT SHOP	16.14	PLT name badge.
20210616	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	SANDWICH BAGS DELI & C	104.40	Board meeting supplies.
20210617	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	16.06	Board meeting supplies.
20210618	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ALS SPORT SHOP	16.14	PLT name badge.
20210625	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	ACT-SANTEE COMM SERV	50.00 4,044.10	Park permit fee for Employee Welcome Back event.
20210608	BAKER,HOPE	OST PROGRAMS	AMZN MKTP US*2X52R6EB0	103.01	Classroom craft supplies.
20210608	BAKER,HOPE	OST PROGRAMS	AMZN MKTP US*2X5B37372	68.48	Classroom supplies.
20210609	BAKER,HOPE	OST PROGRAMS	DOLLARTREE	41.74	Classroom supplies.
20210609	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	62.29	Classroom craft supplies.
20210609	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	13.81	Classroom supplies.
20210609	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	85.12	Classroom supplies.
20210609	BAKER,HOPE	OST PROGRAMS	SMART AND FINAL 929	75.56	YALE snacks.
20210613	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	176.02	Classroom supplies.
20210613	BAKER,HOPE	OST PROGRAMS	SMART AND FINAL 929	46.29	Classroom snacks for YALE.
20210614	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	179.07	YALE classroom supplies.
20210617	BAKER,HOPE	OST PROGRAMS	TEACHERSPAYTEACHERS.CO	20.00 871.39	Classroom resource Explore the 7 continents.
20210602	BONSER,KRISTEN	PRIDE ACADEMY	TEACHERSPAYTEACHERS.CO	108.00	Supplemental math curriculum.
20210602	BONSER,KRISTEN	PRIDE ACADEMY	AMZN MKTP US*2R0067KX2	300.80	Summer reading camp supplies.
20210602	BONSER,KRISTEN	PRIDE ACADEMY	AMAZON.COM*2X1267AE1	26.93	Summer reading camp supplies.
20210603	BONSER,KRISTEN	PRIDE ACADEMY	AMZN MKTP US*2R8367Y00	92.86	8TH grade promotion supplies.
20210606	BONSER,KRISTEN	PRIDE ACADEMY	99 CENTS ONLY STORES #	42.72	Student incentives.
20210608	BONSER,KRISTEN	PRIDE ACADEMY	AMZN MKTP US*2X42B1SS1	60.09	Pride assisting the community supplies.
20210609	BONSER,KRISTEN	PRIDE ACADEMY	AMZN MKTP US*2X2CM6KK1	178.60	Summer reading camp supplies.
20210613	BONSER,KRISTEN	PRIDE ACADEMY	WAL-MART #1917	43.04	Summer reading camp supplies.
20210614	BONSER,KRISTEN	PRIDE ACADEMY	AMAZON.COM*2X05K3DW2	153.32	LIT kits storage.
20210615	BONSER,KRISTEN	PRIDE ACADEMY	AMAZON.COM*2X7DR3KP2	1,553.40	LIT kits.
20210617	BONSER,KRISTEN	PRIDE ACADEMY	AMAZON.COM*2X7DR3KP3	200.10 290.70	LIT kits. LIT kits.
20210613	BORDEN,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*2109K24D1	10.76	ESY supplies.
20210613	BORDEN,STEPHANIE	EDUCATIONAL SERVICES	AMAZON.COM*2X10W0D20	134.25	Easy-Up for Santee Success Program.
20210616	BORDEN,STEPHANIE	EDUCATIONAL SERVICES	AMZN MKTP US*2X81SSWX0	144.44 289.45	ESY supplies.
20210602	BORTS,KATHERINE	HUMAN RESOURCES	SANDWICH BAGS	160.00	Principal Interview lunch.
20210613	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	CASA DE PICO	160.00	Principals' end-of-the year meeting.
20210613	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	VONS #1897	12.92	Principal meeting expenses.
20210625	BROGAN-BARANSKI,KRISTIN	SUPERINTENDENT'S OFFICE	ZOOM.US 888-799-9666	23.95 323.06	Meeting video conferencing.
20210602	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US*2X0417TL1	27.05	Purchase was cancelled, see refund.
20210603	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US*2X97L3PJ1	393.96	School traffic control.
20210604	DOBBINS,TIMOTHY	CAJON PARK	AMAZON.COM*2X3R43FU0	31.24	Office supplies.
20210606	DOBBINS,TIMOTHY	CAJON PARK	TEACHERSPAYTEACHERS.CO	483.00	Science curriculum.
20210613	DOBBINS,TIMOTHY	CAJON PARK	AMZN MKTP US	(27.05) 906.20	Office supplies.
20210603	FORSTER,CHASTITY	HILL CREEK	AMZN MKTP US*2R25B0U42	294.43	Toner cartridge Set.
20210604	FORSTER,CHASTITY	HILL CREEK	LOS AMIGOS MEXICAN FOO	413.00	Burritos for 8th grade luncheon.
20210607	FORSTER,CHASTITY	HILL CREEK	SMART AND FINAL 929	70.04	Candy for 8th grade luncheon.
20210608	FORSTER,CHASTITY	HILL CREEK	AMZN MKTP US*2X1YF7352	19.38	Balloons for 8th grade graduation.
20210614	FORSTER,CHASTITY	HILL CREEK	STAPLES DIRECT	0.60	Binders and pencils. We used a gift card totaling \$26.90 leaving a \$ .60 charge.
20210614	FORSTER,CHASTITY	HILL CREEK	STAPLES 00108902	20.65 818.10	Year long calendar.
20210608	GREEN,CHRISHAUN	OST PROGRAMS	SMART AND FINAL 929	67.07 67.07	Snacks for Sycamore Canyon PS and Pepper Dr. PS.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20210613	GRIFFIN,DEBRA	TRANSPORTATION	O'REILLY AUTO PARTS 29	51.85	CNS delivery van.
20210613	GRIFFIN,DEBRA	TRANSPORTATION	O'REILLY AUTO PARTS 29	140.01	CNS delivery van.
20210615	GRIFFIN,DEBRA	TRANSPORTATION	BORDER TIRE-LAKESIDE	163.68	Bus washing, waxing supplies for Summer Bus Washer/Waxer.
20210617				136.33	Front end alignment for Child Nutrition van.
				491.87	
20210602	HICKS, TYLENE	CHET F. HARRITT	WAL-MART #1917	102.08	Pizza with the principal.
20210603	HICKS, TYLENE	CHET F. HARRITT	LITTLE CAESARS 1872-00	102.75	Pizza with the Principal.
20210603	HICKS, TYLENE	CHET F. HARRITT	VONS #1897	27.05	Pizza with the Principal.
20210603	HICKS, TYLENE	CHET F. HARRITT	AWARDS BY NAVAJO ENGRA	163.94	Awards for 8th grade promotion.
20210604	HICKS, TYLENE	CHET F. HARRITT	ALBERTSONS #0738	21.47	Student incentives for SEL class tour.
20210610	HICKS, TYLENE	CHET F. HARRITT	FEDEX OFFICE 00000828	48.10	Desk for incoming Principal.
20210610	HICKS, TYLENE	CHET F. HARRITT	MADISONLIQUIDATORS	1,388.90	Desk for incoming Principal.
20210623	HICKS, TYLENE	CHET F. HARRITT	WEST MUSIC CATALOG	223.80	Music Program supplies.
				2,078.09	
20210609	HOHMER,KAREN	CAJON PARK	THE HOME DEPOT #0673	418.16	Cones for promotion.
				418.16	
20210613	JOHNSTON,ANDREW	CARLTON OAKS	AWARDS BY NAVAJO ENGRA	87.47	Promotion award.
				87.47	
20210606	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	THE HOME DEPOT #0673	301.27	20 of 27-gallon totes.
20210608	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON.COM#2X4Z043L2	9.69	4K HDMI cable 10 feet.
20210609	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2X4LQ4711	59.24	1 battery for Dell Latitude 7390 laptop
20210611	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2X8BJSP82	16.80	2 rolls, 1000 per roll of Yellow 1" round circle stickers.
20210615	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2X8OX61A0	70.31	1 of Chromalabel 1" standard color-code dot label kit, 1000 per box for ipads.
20210618	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE	24.99	Security system.
20210625	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMZN MKTP US*2148M3D00	130.37	4k Optical Zoom USB Camera Ultra HD webcam.
				612.67	
20210603	MARTIN, SUZANNE	HILL CREEK	AMZN MKTP US*2R8PR09B2	25.54	Hawaiian leis for 8th grade luncheon. Donations budget.
20210603	MARTIN, SUZANNE	HILL CREEK	QUIKSHIPTONER.COM	63.27	Toner for office printer. General budget.
20210604	MARTIN, SUZANNE	HILL CREEK	AMAZON.COM#2R0WKBW22	9.19	Bags for student take-home readers. Book bags created, ordered for intervention support. Title I fund.
20210604	MARTIN, SUZANNE	HILL CREEK	AMZN MKTP US*2X1E97PH1	57.61	Balloons for promotion and student recognition. General fund- student engagement.
				155.61	
20210601	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON.COM#2R5A03DG2	52.18	Items for Hannah, for a new teacher.
20210604	MCGINTY, MIRIAM	SPECIAL EDUCATION	STAPLES DIRECT	29.84	Waste toner for office printer.
20210606	MCGINTY, MIRIAM	SPECIAL EDUCATION	SP * STUTTERINGTHERAPY	151.55	Protocol for SLP.
20210606	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMZN MKTP US*2X0H95LV0	106.59	ink for preschool SDC teacher.
20210608	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMZN MKTP US*2X0MM1A10	70.04	ink for SDC preschool teacher.
20210627	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMZN MKTP US*2X2L04EZZ	244.33	ink for SDC preschool teacher.
20210611	MCGINTY, MIRIAM	SPECIAL EDUCATION	LEARNING ALLY	135.00	Annual Membership.
				789.53	
20210603	NELSON, REBECCA	CHET F. HARRITT	AMZN MKTP US*2X9YL6PY1	17.38	Certificate covers for 8th grade promotion.
				17.38	
20210601	OCHOA, JESSICA	OST PROGRAMS	WALMART.COM AV	497.35	Summer camp supplies and snacks.
20210613	OCHOA, JESSICA	OST PROGRAMS	SMART AND FINAL 929	87.88	Snacks for Summer Camp at Hill Creek.
20210621	OCHOA, JESSICA	OST PROGRAMS	WALMART.COM AA	174.50	Sunscreen for Summer Camp.
20210623	OCHOA, JESSICA	OST PROGRAMS	AMZN MKTP US*213S57E72	47.07	Bug repellent for staff at YALE.
				806.80	
20210606	OLANDER, MICHAEL	PUPIL SERVICES	AMAZON.COM#2X8EM5430	112.95	Yoga mats for APE for SPED.
20210607	OLANDER, MICHAEL	PUPIL SERVICES	AMZN MKTP US*2X6PF05J1	168.09	Digital voice recorder for Admin Reviews.
20210608	OLANDER, MICHAEL	PUPIL SERVICES	AMZN MKTP US*2X5S83A00	89.53	Supplemental teaching supplies for SPED.
20210608	OLANDER, MICHAEL	PUPIL SERVICES	AMZN MKTP US*2X0D1W5NV2	150.84	Transcription kit for transcribing Admin Reviews.
20210608	OLANDER, MICHAEL	PUPIL SERVICES	AMZN MKTP US*2X6XB7NT2	223.49	Gardening materials for SSP.
20210609	OLANDER, MICHAEL	PUPIL SERVICES	SANDWICH BAGS DELI & C	87.46	Counselor profession development meeting.
20210610	OLANDER, MICHAEL	PUPIL SERVICES	AMZN MKTP US*2X1D780W2	50.05	Whiteboard for office/cubicle for Secretary in Pupil Services.
				882.41	
20210607	PEZONE, MELYNDA	CARLTON OAKS	AMAZON.COM#2X34H2NT0	70.24	Customizable safety signs.
20210608	PEZONE, MELYNDA	CARLTON OAKS	PARTYCITY.COM	12.40	Shipping for photo backdrops for promotion.
20210608	PEZONE, MELYNDA	CARLTON OAKS	PARTYCITY.COM	159.96	Photo backdrops for promotion.
20210609	PEZONE, MELYNDA	CARLTON OAKS	PARTY CITY 0251	35.09	Balloons for promotion.
20210609	PEZONE, MELYNDA	CARLTON OAKS	PARTY CITY 0251	69.97	Balloons for promotion.
20210614	PEZONE, MELYNDA	CARLTON OAKS	AMAZON.COM#210274LX1 A	147.66	Books to support Professional Learning focus.
				495.32	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20210602 20210602	PIERCE,STEPHANIE PIERCE,STEPHANIE	EDUCATIONAL SERVICES EDUCATIONAL SERVICES	SUNRISE RIVER PRESS ASCA	431.87 429.00 860.87	Two books: Individualized Health Plans for the School Nurse. Registration Fees for Mia Morales to attend the ASCA Conference.
20210602 20210602	PROUTY,DANIEL J PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY INSTRUCTIONAL TECHNOLOGY	AMAZON.COM*2RZDA4HM0 A AMZN MKTP US*2X9I90AK1	78.60 36.62 115.22	Coding hardware. Coding hardware.
20210608 20210611	SAUNDERS,LEAH SAUNDERS,LEAH	CARLTON HILLS CARLTON HILLS	PAYPAL *PICTUREMERE MERIDIAN	64.01 931.39 995.40	Sight word instructional tools. Jr. High student planners.
20210606	SIMPSON,DEBRA	RIO SECO	PAYPAL *NOLTEWINTER	262.50 262.50	Cookies for 8th grade graduates.
20210608 20210611	SOUTHCOTT,STEPHANIE SOUTHCOTT,STEPHANIE	CARLTON HILLS CARLTON HILLS	VONS #1897 JONES SCHOOL SUPPLY CO	35.12 34.61 69.73	Snacks for Honor Roll celebration. Supplies for promotion.
20210603	STARKEY,MARK	INFORMATION TECHNOLOGY	CDW GOVT #D984844	699.87 699.87	Seagull Bartender Pro printer, standard maintenance and support, and Bartender Professional edition.
				<u>20,402.90</u>	



Consent Item C.3.1.

Approval of Nonpublic Agency Master Contract  
with ABA Education Foundation for Behavioral  
Support

Prepared by Dr. Stephanie Pierce  
August 3, 2021

**BACKGROUND:**

At times, students with disabilities require behavioral support to demonstrate educational progress at school. ABA Education Foundation provides behavioral support to students with developmental disabilities, autism, other pervasive developmental disorders, and behavior challenges based on the principles of Applied Behavior Analysis (ABA). We have contracted with this agency for behavioral support services in past years.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with ABA Education Foundation for behavioral support for the term of July 1, 2021 through June 30, 2022. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated cost for behavioral support through ABA Education Foundation for the 2021-22 school year should not exceed \$25,000. The hourly rate is \$75 per hour.

**STUDENT ACHIEVEMENT:**

Some students require behavioral support to increase student learning and appropriate interpersonal relationships.

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

Agenda Item C.3.1.

Consent Item C.3.2.

Approval of Nonpublic Agency Master Contract with  
Maxim Healthcare for Nursing Services

Prepared by Dr. Stephanie Pierce  
August 3, 2021

**BACKGROUND:**

School districts are required to have nurses to promote and maintain optimal student health. When district-employed nurses are absent, we must have appropriately trained nurse substitutes. We have contracted with Maxim Healthcare for nursing services in the past and would like to renew our relationship with them.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Maxim Healthcare for nursing services. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated cost for nursing services support through Maxim Healthcare Staffing Services for the 2021-22 school year should not exceed \$10,000. The hourly rate is \$44.00 per hour.

**STUDENT ACHIEVEMENT:**

Nursing services are necessary for students in order to promote and maintain optimal student health. Healthy students are better able to engage in the learning process and demonstrate educational growth.

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

Agenda Item C.3.2.

Consent Item C.3.3.

Approval of Nonpublic Agency Master Contract with Sound Therapies, Inc. for Supervision of Newly Hired Speech Therapists in Their Clinical Fellowship Year

Prepared by Dr. Stephanie Pierce  
August 3, 2021

**BACKGROUND:**

This year, Santee School District hired two Speech and Language Pathologists who are in their Clinical Fellowship (CF) year. A CF Speech and Language Pathologist (SLP) requires 10 hours of supervision per month. Sound Therapies is able to provide supervision for our two CF SLPs.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Nonpublic Agency Master Contract with Sound Therapies, Inc. for supervision of two CF SL's for the term of July 1, 2021 through June 30, 2022. The Nonpublic Agency Master Contract will be available at the Board meeting for review.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The estimated cost for supervision through Sound Therapies, Inc. for the 2021-22 school year should not exceed \$5,000.00 The rate is \$80.72 per hour.

**STUDENT ACHIEVEMENT:**

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

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

Agenda Item C.3.3.

Consent Item C.3.4.

Approval of Nonpublic School Master Contract with ACES 2020, LLC for Nonpublic School Services

Prepared by Dr. Stephanie Pierce  
July 20, 2021

**BACKGROUND:**

At times, students with disabilities require enrollment in an alternative educational setting (i.e., nonpublic school) due to their specific needs and to demonstrate educational progress. One student with disabilities requires enrollment at ACES 2020, LLC for the 2021-22 school year to address the student’s unique needs.

**RECOMMENDATION:**

Administration recommends the Board of Education approve the Nonpublic School Master Contract with ACES 2020, LLC for one student for the period of July 1, 2021 through June 30, 2022. The contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

**FISCAL IMPACT:**

The terms of the Contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day	Total Cost
ACES 2020, LLC	1 student	231 days including ESY 2021-2022 & Intensive Individual Services	\$303.38	\$70,080.78
			\$129.18	\$29,840.58
			TOTAL	\$99,921.36

**STUDENT ACHIEVEMENT:**

Some students require alternative settings to demonstrate educational progress.

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

Agenda Item C.3.4.

**BACKGROUND:**

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

**Certificated Staff**

A. New Appointments:

Employee	Location	Class/Step/Position #	Previous Annual Salary	New Annual Salary	Effective Date
1. Allen, Luke	Chet F. Harritt	V-11 #30017541	\$0.00	\$82,516.00	08-11-21
2. Alvarado, Gloria	Cajon Park	V-01 #30017651	\$0.00	\$57,442.00	08-11-21
3. Bailey, Briana	Pepper Drive	IV-02 #10321566	\$0.00	\$56,074.00	08-11-21
4. Barry, Zoe	Rio Seco	III-01 #30017822	\$0.00	\$54,794.00	08-11-21
5. Brickley, Sara	PRIDE Academy	V-01 #30017092	\$0.00	\$57,442.00	08-11-21
6. Brumley, Karly	Carlton Oaks	III-01 #10321202	\$0.00	\$54,794.00	08-11-21
7. Chuang, Erin	Sycamore Canyon	VI-11 #30010881	\$0.00	\$88,899.00	08-11-21
8. Fanucchi, Dandridge	Cajon Park / PRIDE Academy	IV-1 #10324260	\$0.00	\$54,794.00	08-11-21
9. Galarneau, Katie	Rio Seco	V-01 #30017824	\$0.00	\$57,442.00	08-11-21
10. George, Jennifer	Carlton Oaks	V-01 #30017249	\$0.00	\$57,442.00	08-11-21
11. Herring, Tonya	Cajon Park	III-01 #10324271	\$0.00	\$54,794.00	08-11-21
12. Hester, Robert	Chet F. Harritt	V-03 #30012030	\$0.00	\$62,457.00	08-11-21
13. Hobbs, Trina	Cajon Park	IV-05 #30017655	\$0.00	\$67,016.00	08-11-21
14. Hopwood, Kylie	Cajon Park	VI-11 #10324294	\$0.00	\$67,016.00	08-11-21
15. Iglesia, Paige	Carlton Hills	IV-01 #30017250	\$0.00	\$54,794.00	08-11-21
16. Jackson, Ashley	Chet F. Harritt	IV-01 #10321277	\$0.00	\$54,794.00	08-11-21
17. Jennings, Kalen	Rio Seco	III-01 #10324245	\$0.00	\$54,794.00	08-11-21
18. Kim, Shirley	Pepper Drive	IV-01 #30017629	\$0.00	\$54,794.00	08-11-21
19. Larson, Steven	Carlton Hills	IV-01 #30017645	\$0.00	\$54,794.00	08-11-21
20. Marino, Karli	Rio Seco	IV-01 #30015786	\$0.00	\$54,794.00	08-11-21
21. Marr, Sierra	Pepper Drive	VI-03 #10321531	\$0.00	\$67,016.00	08-11-21
22. McLean-Simma, Courtney	Chet F. Harritt	IV-01 #30002021	\$0.00	\$54,794.00	08-11-21
23. Meyer, Matthew	Pepper Drive	VI-11 #10321208	\$0.00	\$88,899.00	08-11-21
24. Murphy, Gretchen	Carlton Oaks	IV-05 #10323608	\$0.00	\$119,337.00	07-01-21
25. Myers, Briana	Carlton Oaks	IV-01 #30005791	\$0.00	\$54,794.00	08-11-21
26. Phillips, Erica	Carlton Hills	V-01 #10324244	\$0.00	\$61,454.00	08-11-21
27. Raboy, Joseph	Pepper Drive	IV-03 #30017627	\$0.00	\$58,354.00	08-11-21

28. Rich, Kelsie	Carlton Hills	III-02 #30004567	\$0.00	\$54,794.00	08-11-21
29. Sampson, Haley	Hill Creek	V-01 #10321307	\$0.00	\$57,442.00	08-11-21
30. Sloan, Sheyenne	Rio Seco	IV-01 #30017823	\$0.00	\$54,794.00	08-11-21
31. Smasal-Kwak, Jillaine	Special Education	IV-05 #10324100	\$0.00	\$61,454.00	08-11-21
32. Smith, Kelsey	Carlton Hills / Sycamore Canyon	IV-11 #30017644	\$0.00	\$76,590.00	08-11-21
33. Stergios, Trisha	Chet F. Harritt	III-01 #10324264	\$0.00	\$54,794.00	08-11-21
34. Sullivan, Leah	Pepper Drive	IV-02 #10321380	\$0.00	\$56,074.00	08-11-21
35. Tackett, Danielle	Rio Seco	V-01 #10324052	\$0.00	\$57,442.00	08-11-21
36. Young, Leslie	Rio Seco	IV-03 #10321474	\$0.00	\$58,354.00	08-11-21

**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. Benedetto, Lindsay	Carlton Oaks to <i>Chet F. Harritt</i>	VI-01 #10323601	\$87,155.00	\$98,179.00	07-01-21
2. Nelson, Rebecca	Chet F. Harritt to <i>Hill Creek</i>	VI-03 #10323609	\$108,242	\$110,408	07-01-21
3. Pezone, Melynda	Carlton Oaks to <i>Carlton Hills</i>	VI-04 #10323602	\$113,654	\$115,928	07-01-21

**D. Unpaid Leave Requests:**

Employee	Location	Class/Step	Reason	Recommendation	Effective Date

**E. Resignations:**

Employee	Location	Class/Step	Reason	Effective Date
1. Baker, Lisa	Rio Seco	VI-08	Resignation	07-20-21
2. Dully, Dawn	Chet F. Harritt	VI-12	Resignation	07-19-21

**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. Dotta, Daniel	Maintenance and Operations	Grounds Maintenance Worker I 23.5 A / 8.0 hrs #10326470	\$0.00	\$3,224.00	07-26-21
2. Mendez, Christine	Business Services	Accounting Assistant III 28 A / 8.0 hrs #30007669	\$0.00	\$4,010.93	07-29-21
3. Robusto, Hannah	Special Education	Occupational Therapy Assistant 28.5 A / 6.0 hrs #30013892	\$0.00	\$3,087.50	08-18-21

4. Tritthart, DeAnna	Chet F. Harritt	Student Attendance Clerk 22 A / 3.75 hrs #10327744	\$0.00	\$1,403.33	08-02-21
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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
1. Losee, Kierstin	Chet F. Harritt to <i>Pepper Drive</i>	Student Attendance Clerk 22 C / 4.5 hrs #10327749	\$1,408.55	\$1,856.40	08-02-21
1. Pharoah-Stone, Tracey	Pepper Drive to <i>Rio Seco</i>	Student Attendance Clerk 22 E / 4.0 hrs to 22 E 5.0 hrs #10327745	\$1,937.68	\$2,364.87	08-02-21

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date
1. Cotter, John	Transportation	Bus Driver I / 25 D / 6.33 hrs	Personal	Approve	08-18-21 to 02-18-22

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Russ, Shelly	Carlton Hills	Food Service Worker I-A	Resignation	07-23-21

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date
1. Renaud, Dylan	Maintenance and Operations	Custodian II	07-19-21

**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: \_\_\_\_\_

**BACKGROUND:**

The District will need 12 short-term Campus Aide shifts filled for September 13-14, 2021. The duties will consist of monitoring exit doors of school site polling locations at Cajon Park, Carlton Hills, and PRIDE Academy.

Below is the schedule for each school site:

Site	# of Exit Doors to Campus	Shift 1	Shift 2	# of Aides Needed	Total Paid Hours
Cajon Park	2	7:15 a.m. to 10:40 a.m.	10:40 a.m. to 2:20 p.m.	2 at 3 hrs 25 min; 2 at 3 hrs 40 min	14 hours; 10 minutes
Carlton Hills	2	7:15 a.m. to 10:40 a.m.	10:40 a.m. to 2:20 p.m.	2 at 3 hrs 25 min; 2 at 3 hrs 40 min	14 hours; 10 minutes
PRIDE Academy	2	7:15 a.m. to 10:40 a.m.	10:40 a.m. to 2:20 p.m.	2 at 3 hrs 25 min; 2 at 3 hrs 40 min	14 hours; 10 minutes

Education Code section 45103 allows a governing Board to employ "short term employees" by designating the classification needed and a start and end time for the service. Presented tonight for Board approval are several short-term employment opportunities.

**RECOMMENDATION:**

It is recommended that the Board of Education approve short-term employment for the following positions:

- (12) campus aide positions for up to 4 hours per day, per person; September 13-14, 2021.

**FISCAL IMPACT:**

The approximate cost to employ the short-term positions will be between \$15.17 and \$17.57 per hour.

**STUDENT ACHIEVEMENT IMPACT:**

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



Consent Item C.4.3.  
Prepared by Tim Larson  
August 3, 2021

Approval of 2021-2022 Service  
Agreement with EdJoin

**BACKGROUND:**

EdJoin is an online recruitment and Applicant Tracking Service used by Santee School District and most other school districts around San Diego County. EdJoin is the industry standard for recruitment of both Certificated and Classified employees.

The service is renewed on an annual basis. Fees are based on ADA / Enrollment. Below is a breakdown of the rate structure for 2021-2022:

**Rate Structure**  
Annual fee: \$0.25 per ADA  
\$800 minimum  
\*based on 2019-2020 CDE P2 Report

**RECOMMENDATION:**

It is recommended that the Board of Education approve the Service Agreement with EdJoin for the 2021-2022 school year.

**FISCAL IMPACT:**

The EdJoin applicant tracking service will cost \$1,641.50 for the 2021-2022 school year.

**STUDENT ACHIEVEMENT IMPACT:**

Using the EdJoin applicant tracking service will assist with recruiting highly qualified personnel and may have an impact on student achievement.

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

Agenda Item C.4.3.

# FY 21/22 EDJOIN Service Agreement

This EDJOIN Service Agreement (hereinafter "Agreement") is by and between Santee School District which seeks to use EDJOIN services (hereinafter "Employer") whose name, address and other information appears herein this Agreement, and CodeStack, (hereinafter "SJCOE/CodeStack"), a department of the San Joaquin County Office of Education with its principle place of business at 2901 Arch-Airport Road, Stockton, CA 95206.

WHEREAS, upon subscribing to the EDJOIN service, in accordance with the terms of this Agreement, the Employer will be able to post jobs on the EDJOIN web site, accept online applications via the EDJOIN web site, use EDJOIN Applicant Tracking features, and search the EDJOIN applicant bank.

NOW, THEREFORE, In consideration of the foregoing premises and the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, SJCOE/CodeStack and Employer, intending to be legally bound, hereby agree as follows:

## Section 1: Employer's Duties

Employer agrees that it will not perform or fail to perform any act which would violate federal, state, or local law. Employer also agrees NOT TO MAKE UNSOLICITED contact to EDJOIN applicants to promote any services or products. This action is grounds for immediate termination of your account. You will also be in violation of this Agreement and subject to legal action.

## Section 2: Service Fees and Charges

In addition to Employer's other duties set forth in this Agreement, Employer shall pay all fees and charges - as set forth in the invoice below

## Section 3: Payment Policy

Employer shall pay to SJCOE/CodeStack the total fees, as defined in Section 2 above, upon signing this Agreement. Employer agrees that SJCOE/CodeStack shall terminate service if SJCOE/CodeStack does not receive payment for the total fees within sixty (60) days from the signing of this Agreement.

## Section 4: Service Cancellation

Employer may at any time cancel this contract upon written notice to SJCOE/CodeStack. The service fee is not refundable upon any such notice of termination.

## Section 5: Service Term

The Service Period shall begin the date the Employer accepts the terms of the Agreement and Generates the Invoice and shall continue for the remainder of the fiscal year. The term of this Agreement shall continue until the end of the Service Period or Employer is terminated by SJCOE/CodeStack under any provisions of this Agreement. SJCOE/CodeStack reserves the right to immediately terminate this Agreement upon: (i) A breach of Employer duties provided for under this Agreement including, but not limited to, Employer's failure to pay any amounts when they become due; or (ii) Making unsolicited contact to EDJOIN applicants to promote any services or products; or (iii) A requirement by law or regulatory act; or (iv) Employer becomes insolvent or commits any act of bankruptcy, or a petition for involuntary bankruptcy is filed against Employer, or Employer makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws.

## **Section 6: Regulatory Compliance**

Employer represents and warrants that it will conform to any and all laws, rules, regulations, requirements and/or other standards that are established by regulatory agencies. Employer specifically acknowledges and agrees that SJCOE/CodeStack has not and is not expected to provide Employer with any analysis, interpretation or advice regarding compliance with any aspect of any such laws, regulations, or guidelines.

## **Section 7: Limitations of Damages**

SJCOE/CodeStack shall not be held liable for any indirect, incidental, special or consequential damages or loss of revenue or profits arising under or with respect to this Agreement, even if SJCOE/CodeStack has been advised of the possibility of such damages.

## **Section 8: Indemnification**

SJCOE/CodeStack agrees to indemnify, defend and hold harmless Employer for and against any and all actions, claims, complaints, formal or informal, caused by or the result of negligence of SJCOE/CodeStack.

Employer agrees to indemnify, defend and hold harmless SJCOE/CodeStack for and against any and all actions, claims, complaints, formal or informal, caused by the result of negligence of Employer.

## **Section 9: Relationship of the Parties**

This Agreement is between two independent parties and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

## **Section 10: Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

## **Section 11: Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Person Signing Service Agreement: Date Signed:

**BACKGROUND:**

Due to the loss of Title I funding at Carlton Hills, Chet F. Harritt, and Rio Seco Elementary Schools, there is a decreased need for the below vacant classified non-management Instructional Assistant I and Community Liaison positions. The Maintenance & Operations Department hired an HVAC Technician III resulting in the elimination of the vacant Craftworker II position that previously served as an HVAC specialist.

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

**RECOMMENDATION:**

It is recommended that the Board of Education approve to eliminate the following vacant positions effective August 4, 2021:

- Two (2) Instructional Assistant I at Carlton Hills Elementary School
- One (1) Instructional Assistant I at Rio Seco Elementary School
- One (1) Community Liaison at Chet F. Harritt Elementary School
- One (1) Craftworker II in the Maintenance & Operations Department

**FISCAL IMPACT:**

The annual savings to eliminate the above positions will be \$128,446.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item C.4.4.

**SANTEE SCHOOL DISTRICT  
Resolution No. 2022-01**

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

**WHEREAS**, it has determined that the following vacant classified non-management position is no longer required and that this position can provide the necessary services for students;

**NOW, THEREFORE, BE IT RESOLVED** that as of the 3<sup>rd</sup> day of August 2021, the Governing Board of Santee School District approved to reduce and/or eliminate the following positions effective August 4, 2021:

- Two (2) Instructional Assistant I at Carlton Hills Elementary School
- One (1) Instructional Assistant I at Rio Seco Elementary School
- One (1) Community Liaison at Chet F. Harritt Elementary School
- One (1) Craftworker II in the Maintenance & Operations Department

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

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 3<sup>rd</sup> day of August 2021, by the following vote:

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

Dated 08/03/2021

\_\_\_\_\_  
Dianne El-Hajj  
Clerk, Board of Education

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

Agenda Item D.

Discussion and/or Action Item D.1.1.

Approval of Amendment to Contract  
of Employment of Superintendent

Prepared by Dr. Kristin Baranski  
August 3, 2021

**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 June 29, 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 July 20, 2021, to discuss new contract terms and an increase in salary and benefits of the Superintendent as noted below:

- The term of the contract is July 1, 2021 – June 30, 2024
- Annual base salary increased to \$214,321
- \$2000 annual longevity stipend
- Active and retiree medical, dental, vision, and life insurance benefits for single coverage

**RECOMMENDATION:**

It is recommended that the Board approve the amendment to the Superintendent's contract as listed above and to be effective as of July 1, 2021.

**FISCAL IMPACT:**

The salary, benefits, and District statutory costs from the aforementioned amendment items is \$15,159 and will be paid from the general fund.

**STUDENT ACHIEVEMENT IMPACT:**

Effective leadership leads to excellence in student learning and achievement.

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

Agenda Item D.1.1.

**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 November 17, 2020, 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, 2021 – June 30, 2024.

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 fourteen thousand, three hundred twenty-one dollars \$214,321, 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 and an annual longevity compensation in the amount of (\$2,000) for having served 10 or more years as a manager in Santee School District. The annual salary shall be paid in twelve (12) substantially equal monthly installments with the 2021-22 rate being retroactive to July 1, 2021. Based on annual satisfactory performance, the Superintendent shall receive each year of the Term of this Agreement a 2% increase to the Superintendent’s salary beginning July 1 of each school year. 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

(b) (Active Benefits). The District shall pay the costs for medical, dental, vision, and life insurance benefits for the Superintendent (“Health and Welfare Benefits”) up to the cost of the least expensive, single coverage, platinum level or similar non-Kaiser HMO medical plan; with the lowest cost, single coverage, HMO dental plan, vision, and life insurance available to other certificated management employees (“Maximum District Contribution”). If the Health and Welfare Benefits selected by the Superintendent exceed the Maximum District Contribution, the Superintendent shall pay the additional costs or premiums through payroll deduction.



(c) (Retiree Benefits). The District shall pay the costs for medical, dental, vision, and life insurance benefits for the Superintendent (“Health and Welfare Benefits”) up to the cost of the least expensive, single coverage, platinum level or similar non-Kaiser HMO medical plan; with the lowest cost, single coverage, HMO dental plan, vision, and life insurance available to other certificated management employees (“Maximum District Contribution”). If the Health and Welfare Benefits selected by the Superintendent exceed the Maximum District Contribution, the Superintendent shall pay the additional costs or premiums to the District monthly in advance.

The above changes are effective July 1, 2021. 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 August 3, 2021.

**BOARD OF TRUSTEES OF THE SANTEE SCHOOL DISTRICT**

Dated: August 3, 2021

\_\_\_\_\_  
Barbara Ryan, President

Dated: August 3, 2021

\_\_\_\_\_  
Elana Levens-Craig, Vice President

Dated: August 3, 2021

\_\_\_\_\_  
Dianne El-Hajj, Clerk

Dated: August 3, 2021

\_\_\_\_\_  
Ken Fox, Member

Dated: August 3, 2021

\_\_\_\_\_  
Dustin Burns, Member

**SUPERINTENDENT**

Dated: August 3, 2021

\_\_\_\_\_  
Kristin Baranski, Ed.D.

**BACKGROUND:**

The District adopted its 2021-22 budget on June 15, 2021 using assumptions from the May Revise. The final State Budget was adopted on June 28, 2021 and contains significant changes from the May Revise.

Administration will update the Board on the impact of State Budget changes on the District's General Fund revenue as well as recent expenditure changes. These changes will be incorporated into a revised budget to be included in the 2020-21 Unaudited Actuals report to be presented at the September 7, 2021 Board meeting.

**RECOMMENDATION:**

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

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

**FISCAL IMPACT:**

The fiscal impact will be outlined at the meeting.

**STUDENT ACHIEVEMENT IMPACT:**

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

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

Agenda Item D.2.1.

**Item E. BOARD POLICIES AND BYLAWS**

Agenda Item E.

Board Policies and Bylaws Item E.1.1.  
Prepared by Dr. Kristin Baranski  
August 3, 2021

Second Reading: Revised Board Policies (BP):

- BP 1330.1 Joint Use Agreements (formerly known as Improvements to District Facilities and Maintenance)
- BP 0400 – Comprehensive Plans
- BP 0410 – Nondiscrimination in District Programs and Activities

### **BACKGROUND:**

The attached revised Board Policies were updated to conform with California School Board Association's (CSBA) language. These policies were presented as first readings at the July 20, 2021 meeting.

#### **BP 1330.1 – Joint Use Agreements** (formerly known as Improvements to District Facilities and Maintenance)

Policy is for use by districts that have entered, or are considering entering, into joint use agreements with public or private entities for the shared use of either district or community facilities for recreational activities, library services, health centers or other purposes. Policy addresses the philosophy of joint use, process for developing joint use agreements, and the components to include in an agreement.

#### **BP 0400 – Comprehensive Plans**

Policy updated to include the local control and accountability plan (LCAP) as a comprehensive plan of the district and to emphasize the need for consistency among the documents that set direction for the district.

#### **BP 0410 – Nondiscrimination in District Programs and Activities**

Policy updated to reflect AB 699 which (1) adds immigration status to the categories of characteristics that are protected against discrimination, (2) requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs, and (3) mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services. Policy also reflects provisions of the Attorney General's model policy and SB 31 which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

### **RECOMMENDATIONS:**

Revised Board Policies Joint Use Agreements (BP 1330.1); Comprehensive Plans (BP 0400); and Nondiscrimination in District Programs and Activities (BP 0410) are being presented for a second reading and adoption.

### **FISCAL IMPACT:**

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

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

Agenda Item E.1.1.

**IMPROVEMENTS TO DISTRICT FACILITIES AND MAINTENANCE  
JOINT USE AGREEMENTS**

In order to ensure the efficient use of public resources and increase access to needed services, the Governing Board may enter into an agreement with any public agency, public institution, and/or community organization to use community facilities for school programs or to make school facilities or grounds available for use by those entities. Such an agreement shall be based on an assessment of student and community needs and may be designed to increase access to spaces for recreation and physical activity, library services, school health centers, preschool programs, child care centers, before- or after-school programs, or other programs that benefit students and the community.

~~To ensure effective use and access to District facilities, the District requires that any person or entity proposing to improve District facilities submit a written proposal or application to the District identifying the scope of the improvements and a design map of the proposed improvement or construction to be constructed at the specific facility. The scope of improvements should identify the anticipated expenditures at such facility and include a budget, with line item entries, for such improvements. The budget should include all anticipated costs for construction of the improvement, including all soft costs (design engineering, etc.) and would include the proposed funding sources. The Superintendent, or his/her designee, shall collaborate with the agency preparing to improve the District facility. Both parties' administrative staff shall sign the agreements for the scope of work to be performed including budgets, timeline, maintenance costs, and proposals.~~

When it is determined that joint use of facilities is in the best interest of the district and community, the Superintendent or designee shall identify a potential partner agency, institution, or organization. He/she shall involve that partner, appropriate district and school staff, and community members in establishing planning processes, goals and priorities for joint use, locations where programs or facilities are most needed, and protocols for ongoing communication and coordination between the partners.

The Superintendent or designee shall work with the partner agency, institution, or organization to develop a written site-specific joint use agreement that delineates the terms and conditions for joint use of the district or community facilities and the responsibilities of all parties. As appropriate, the agreement may address:

1. The underlying philosophy or reasons for entering into the joint use agreement
2. The specific district or community facilities or grounds that will be made available to the other party and areas that will be restricted
3. Priorities for use of the property
4. Hours that the property will be available for use by the district, the partner, or other parties
5. Projected capital costs, if any, and operating costs
6. Resources to be allocated by the district and the partner
7. Rental or other fees, if any, to be charged to either party or third parties using the facilities

**IMPROVEMENTS TO DISTRICT FACILITIES AND MAINTENANCE  
JOINT USE AGREEMENTS**

8. Responsibilities for management, scheduling, maintenance, on-site supervision, accounting, and other operations
9. Procedures and timelines for requesting use of the facilities
10. Code of conduct for users of the facilities and consequences for violations of the code
11. Provision for regular inspection and notification of damage, as well as restitution and repair of property
12. Safety and security measures
13. Liability, insurance, and risk management issues
14. Duration of the agreement, process for amending the agreement, and the bases for cancelling or terminating the agreement before the expiration date
15. Process for resolving disputes regarding any aspect of the agreement
16. How any equipment purchased or other investments made through the agreement will be disposed of at the termination of the agreement

The agreement shall be reviewed by legal counsel and approved by the Board.

The Superintendent or designee shall provide regular reports to the Board regarding progress toward project goals, including, but not limited to, levels of participation in joint use programs held at school or community facilities, feedback from program participants, and any report of damage to property or harm to individuals resulting from the joint use. As needed, the Superintendent or designee shall recommend amendments to the joint use agreement.

~~In considering a proposal for improvements to a District facility, the District will review and approve the proposed improvements and the budget for such improvements. If acceptable to the District, (or approved by District), the District would then enter into an agreement with the person or entity desiring to improve a District facility setting forth the work to be done and identifying the duties and responsibilities of the parties.~~

~~In the event the District would not be contracting for the improvements at District facilities, the District shall review any contracts for the construction of the improvements prior to any contract being executed or construction work being commenced. The District shall be advised of the status of such construction work and that such work is within the budget for the improvement. Any contract shall provide protection to the District for work being performed on District facilities. The contract will also address issues such as change orders, increases in the scope of work or increases in construction costs that would be handled prior to commencement of construction.~~

~~All improvement contracts and agreements shall also provide for appropriate insurance policies for any construction work being performed at District facilities and that District shall be named an additional insured. The District may choose to supplement these insurance requirements to provide for necessary insurance during construction activities.~~

## **IMPROVEMENTS TO DISTRICT FACILITIES AND MAINTENANCE JOINT USE AGREEMENTS**

~~Any person or entity proposing to improve District facilities may want an agreement with the District providing for certain use rights at the improved facility. The facility use agreement will provide the rights and duties of any person or entity utilizing such facility and establish a term for such rights. In any long term facility use agreement, the District may provide for the right to early termination in the event the District needs to utilize the facility for school purposes. The District may consider providing an alternative location for such party to use another District facility during the time period the District is in need of such site.~~

### **Improvement Maintenance**

~~Improvement contracts and agreements shall address in any facility use agreement which party will be responsible for routine maintenance of the site and what such routine maintenance includes. For those persons or entities desiring regular use of a District facility, additional maintenance issues may be involved. The District will consider how repair or replacement of District facilities such as turf, fencing, landscaping, mowing, utilities, and recreational facilities will be addressed.~~

### **Fees for Use**

~~Under the District's current Board Policy BP 1330, the District has established fees for public use of school facilities. The District may consider whether such schedule of fees is also sufficient for non-Civic Center Act uses. The District may address any fees for use of a District facility in a facility use agreement.~~

### **Access**

~~The District and persons desiring access shall agree as to who shall be granted access including date, times, and designated persons holding keys to locked facilities, gates, etc.~~

### **Protection of District Assets**

~~The District does not assume responsibility for claims for personal injury, bodily injury, or property damage arising from the granting of the use of school facilities and grounds. To protect the District's interest in regard to possible liability claims and the protection of District assets, the District requires that a hold harmless/indemnity agreement be utilized and that the provisions outlined in AR 1330 are applicable under AR 1330.1.~~

*(Legal Reference on the next page)*

**IMPROVEMENTS TO DISTRICT FACILITIES AND MAINTENANCE  
JOINT USE AGREEMENTS**

*Legal Reference:*

~~*Education Code Section  
40040-40043*~~

~~*Policy Reference: 1330*~~

~~*Administration Regulation Reference: 1330*~~

EDUCATION CODE

*8482-8484.6 After School Education and Safety Program*

*8484.7-8484.9 21st Century Community Learning Centers*

*10900-10914.5 Community recreation programs*

*17051-17052 Joint use*

*17077.40-17077.45 Eligibility for joint use funding*

*17565-17592 Board duties re property maintenance and control*

*35200-35214 Liabilities*

*37220 School holidays; use of facilities when school is closed*

*38130-38138 Civic Center Act, use of school property for public purposes*

*44808 Exemption from liability when students not on school property*

BUSINESS AND PROFESSIONS CODE

*25608 Alcoholic beverages on school premises*

GOVERNMENT CODE

*814-825.6 Liability of public entities and employees*

*830-840.6 Liability; dangerous conditions on property*

*895-895.8 Liability; agreement between public entities*

*989-991.2 Local public entity insurance*

UNITED STATES CODE, TITLE 20

*7171-7176 21st Century Community Learning Centers*

*7905 Equal access to public facilities*

Management Resources:

CSBA PUBLICATIONS

*Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010*

*Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009*

NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY PUBLICATIONS

*Model California Joint Use Agreements*

*Liability for Use of School Property After Hours: An Overview of California Law, July 2009*

*Checklist for Developing Joint Use Agreements, March 2009*

PUBLIC HEALTH LAW AND POLICY PUBLICATIONS

*Opening School Grounds to the Community After Hours: A Toolkit for Increasing Physical Activity Through Joint Use Agreements, 2010*

WEB SITES

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

*California Project LEAN (Leaders Encouraging Activity and Nutrition):*

*<http://www.californiaprojectlean.org>*

*Cities Counties and Schools Partnership: <http://www.ccspartnership.org>*

*Joint Use Statewide Task Force: <http://www.jointuse.org>*

*National Policy and Legal Analysis Network: <http://www.nplan.org>*

*Public Health Law and Policy: <http://www.phlpnet.org>*

Policy Adopted: February 17, 2009  
Revised:

SANTEE SCHOOL DISTRICT  
Santee, California



## COMPREHENSIVE PLANS

The Governing Board believes that careful planning is essential to effective implementation of district programs and policies. Comprehensive plans shall identify cohesive strategies for school improvement and provide stability in district operations, and be aligned to ensure consistency among district approaches for student academic growth and achievement.

Comprehensive plans adopted by the district shall include the local control and accountability plan (LCAP) and other plans required by law or determined by the Board to be in the best interest of the district. Such plans may describe anticipated short- and long-term needs, measurable outcomes, priorities, activities, available resources, timelines, staff responsibilities, and strategies for internal and external communications regarding the plan.

~~The Superintendent or designee shall develop comprehensive plans for the implementation of the district's vision and goals, on specific policy topics and on other areas as required by law. As appropriate, comprehensive plans may describe, but not be limited to, anticipated short- and long-term needs, measurable outcomes, priorities, activities, available resources, timelines, staff responsibilities, and strategies for internal and external communications regarding the plan.~~

~~Comprehensive plans may be subject to review and approval by the Board.~~

The process for developing comprehensive plans shall include ~~invite~~ broad participation of ~~parents/guardians and school and community representatives.~~ Committees may, and when required by law shall, be appointed to assist in the development of such plans. District comprehensive plans shall be available to the public and shall be reviewed at regular intervals as specified within the plan. ~~are subject to review and approval by the Board.~~

~~In addition,~~ School-level plans may be developed to meet the unique circumstances of individual school sites, provided that they are consistent with law, district vision, Board policies, district administrative regulations, the district vision, the LCAP, and other and districtwide plans. School plans may shall be subject to review and approval of the Superintendent or designee, and/or the Board except when law or Board policy requires Board approval of the plan.

Comprehensive plans shall be available to the public, and shall be reviewed and updated at regular intervals as specified within the plan or required by law.

*(Legal References follow on next page)*

**COMPREHENSIVE PLANS**

*Legal Reference:*

EDUCATION CODE

32280-32289 School safety plans

35035 Powers and duties of Superintendent 35291 Rules (power of governing board)

35291 Rules (power of governing board)

39831.3 Transportation safety plan

52060-52077 Local control and accountability plan

56195-56195.10 Comprehensive local plans for special education

56205-56208 Requirements for special education plan

64001 School plan for student achievement, consolidated application programs

CODE OF REGULATIONS, TITLE 5

560 Civil defense and disaster preparedness plans

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

Management Resources:

WEB SITES

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

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

~~The Governing Board is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination. The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.~~

~~District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act.~~

~~The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written~~

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

~~materials, taped text, and Braille or large print materials.~~

~~Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.~~

~~The Superintendent or designee shall notify students, parents/guardians, employees, employee organizations and applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination. Such notification shall be included in each announcement, bulletin, catalog, application form or other recruitment materials distributed to these groups. (34 CFR 104.8, 106.9)~~

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

~~The Superintendent or designee shall also provide information about related complaint procedures.~~

~~In compliance with law, the district's nondiscrimination policy shall be published in the individual's primary language to the extent practicable.~~

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Superintendent  
9625 Cuyamaca  
Santee, CA 92071  
(619) 258-2304

*Legal Reference: (see next page)*

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of discrimination

48980 Parental notifications

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

8310.3 California Religious Freedom Act

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

~~11138 Rules and regulations~~

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act PENAL

CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

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

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act 1681-1688

Discrimination based on sex or blindness, Title IX

2301-2414 Strengthening Career and Technical Education for the 21st Century Act

~~2301-2415 Carl D. Perkins Vocational and Applied Technology Act 6311~~

State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended 2000h-

2000h-6 Title IX

12101-12213 Americans with Disabilities Act CODE OF

FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI 104.1-

104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

Nondiscrimination in Employment Practices in Education, August 1991  
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS  
2010 ADA Standards for Accessible Design, September 2010  
Accessibility of State and Local Government Websites to People with Disabilities, June 2003  
WORLD WIDE WEB CONSORTIUM PUBLICATIONS  
Web Content Accessibility Guidelines, December 2008  
WEB SITES  
CSBA: <http://www.csba.org>  
California Department of Education: <http://www.cde.ca.gov>  
California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>  
California Office of the Attorney General: <http://oag.ca.gov>  
Safe Schools Coalition: <http://www.casafeschools.org>  
Pacific ADA Center: <http://www.adapacific.org>  
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>  
U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: <http://www.ada.gov>  
U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>  
World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>  
U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONS  
Protecting Students from Harassment and Hate Crime, January, 1999 Notice of  
Non-Discrimination, January, 1999  
Nondiscrimination in Employment Practices in Education, August, 1991 WEB  
SITES  
U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR> CDE:-  
<http://www.cde.ca.gov>  
Safe Schools Coalition: <http://www.casafeschoolscoalition.org>  
Pacific Disability and Business Technical Assistance Center: <http://www.paedbtae.org>

Policy adopted: February 17, 2009  
Revised:

**SANTEE SCHOOL DISTRICT**  
Santee, California

Board Policies and Bylaws Item E.1.2.  
Prepared by Dr. Stephanie Pierce  
August 3, 2021

First Reading: Board Policy (BP) and  
Administrative Regulations (AR):  
• BP/AR 6158 – Independent Study

**BACKGROUND:**

The attached revised Board Policy and Administrative Regulation were updated to conform with California School Board Association’s (CSBA) language for the 2021-22 school year.

**BP/AR 6158 – Independent Study**

Policy updated to reflect AB 130 which requires all districts, for the 2021-22 school year, to offer independent study to meet the educational needs of students unless a waiver is obtained and to adopt policy with specified components in order to generate apportionment for independent study. Policy updates the minimum period of time permitted for independent study to be three consecutive school days, requires an evaluation to determine if the student should continue in independent study if the student fails to make satisfactory educational progress, and requires that content be aligned to grade level standards. Policy also updated to include the requirement for live interaction and/or synchronous instruction based on grade level, tiered reengagement strategies for students not generating attendance for a specified period of time, expeditious transition for students whose families wish to return to in-person instruction, notice to parents/guardians of specified information, the provision of a student-parent-educator conference, upon request, prior to enrollment and/or disenrollment, and the keeping of additional records including documentation of each student’s participation in live interaction and synchronous instruction on each school day, as applicable. Policy updated to include material formerly in the AR regarding requirements for independent study and written agreements as well as new requirements regarding the same, including that written agreements must include a detailed statement of academic and other supports that will be provided to address the needs of particular students, that the agreement may be signed electronically as specified, and that, for the 2021-22 school year, the written agreement must be signed no later than 30 days after the first day of instruction.

Administrative Regulation updated to reflect AB 130 which includes, adding definitions for "live interaction," "student-parent-educator conference" and "synchronous instruction," the requirement for all districts for the 2021-22 school year to offer independent study to meet the educational needs of students unless the district has obtained a waiver, that independent study may be offered to students whose health would be put at risk by in-person instruction as determined by the parent/guardian, the assurance of access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work, and the documentation of each student’s participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable.

**RECOMMENDATIONS:**

It is recommended revised Board Policy and Administrative Regulation Independent Study (BP/AR 6158) be adopted in a First Reading, as presented.

**FISCAL IMPACT:**

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

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

Agenda Item E.1.2.



**INDEPENDENT STUDY**

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult. Independent study may be offered on a full-time basis.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

**General Independent Study Requirements**

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

**INDEPENDENT STUDY**

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

**INDEPENDENT STUDY**

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

**Master Agreement**

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work

**INDEPENDENT STUDY**

3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

**INDEPENDENT STUDY**

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

**Student-Parent-Educator Conferences**

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

**Records for Audit Purposes**

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

**INDEPENDENT STUDY**

The district shall document each student’s participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

**Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Legal References:

EDUCATION CODE

51225.3 Graduation requirements; courses that satisfy college entrance criteria

64001 School plan for student achievement, consolidated application programs

Policy adopted:

**SANTEE SCHOOL DISTRICT**  
Santee, California

**INDEPENDENT STUDY****Definitions**

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

**Educational Opportunities**

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

**INDEPENDENT STUDY**

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student’s regular classes.

**Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

**Eligibility for Independent Study**

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)



## INDEPENDENT STUDY

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

### **Monitoring Student Progress**

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

### **Responsibilities of Independent Study Administrator**

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements

**INDEPENDENT STUDY**

4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

**Assignment and Responsibilities of Independent Study Teachers**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

**INDEPENDENT STUDY**

- 9. Documenting each student’s participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Legal References:

STATE

5 CCR 11700-11703 Independent study

5 CCR 19819 State audit compliance

EDUCATION CODE

17289 Exemption for facilities

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers

46200-46208 Incentives for longer instructional day and year

46300-46307.1 Methods of computing average daily attendance

47612.5 Charter schools operations, general requirements

48204 Residency requirements

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

512253 Graduation requirements; courses that satisfy college entrance criteria

51745-51749.6 Independent study

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individual with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits

FEDERAL

20 USC 6301 Highly qualified teachers

MANAGEMENT RESOURCES

California Department of Education Publication 01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015

COURT DECISION

A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455

Education Audit Appeals Panel Decision Lucerne Valley Unified School District, Case No. 03-02 (2005)

WEBSITE

[AASA The School Superintendents Association](#)

Policy adopted:

**SANTEE SCHOOL DISTRICT**

Santee, California

**INDEPENDENT STUDY**

~~The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.~~

~~The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom.~~

~~The minimum period of time for any independent study option shall be five school days.~~

~~The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student.~~

~~To foster each participating student's success in independent study, the Board establishes the following maximum lengths of time which may elapse between the date an assignment is made and the date by which the student must complete the assigned work:~~

- ~~1. One week for students in grades K-3~~
- ~~2. Two weeks for students in grades 4-8~~

~~When circumstances justify a longer time, the Superintendent or designee may extend the maximum length of an assignment to a period not to exceed eight weeks, pursuant to a written request with justification.~~

~~Supervising teachers should carefully set the duration of independent study assignments, within the limits specified above, and establish an appropriate schedule for student teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet with each participating student at least once a week to discuss the student's progress.~~

~~When any participating student fails to complete three consecutive independent study assignments in a period of 15 school days, or misses two appointments with his/her supervising teacher without valid reasons, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study.~~

~~The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance (ADA) generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully~~

**INDEPENDENT STUDY**

~~complete independent study.~~

**Home-Based Independent Study**

~~The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student.~~

*Legal Reference:*

EDUCATION CODE

~~17289 Exemption for facilities~~

~~42238 Revenue limits~~

~~44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment~~

~~46300-46300.6 Methods of computing ADA~~

~~47612.5 Independent study in charter schools~~

~~48204 Residency based on parent employment~~

~~48206.3 Home or hospital instruction; students with temporary disabilities~~

~~48220 Classes of children exempted~~

~~48340 Improvement of pupil attendance~~

~~48915 Expulsion; particular circumstances~~

~~48916.1 Educational program requirements for expelled students~~

~~48917 Suspension of expulsion order~~

~~51225.3 Requirements for high school graduation~~

~~51745-51749.3 Independent study programs~~

~~56026 Individuals with exceptional needs~~

FAMILY CODE

~~6550 Authorization affidavits~~

CODE OF REGULATIONS, TITLE 5

~~11700-11703 Independent study~~

COURT DECISIONS

~~Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365~~

Management Resources:

CDE PUBLICATIONS

~~Independent Study Operations Manual, 2000 edition~~

WEB SITES

~~California Consortium for Independent Study: <http://www.ccis.org>~~

~~California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>~~

## **INDEPENDENT STUDY**

### **Educational Opportunities**

Educational opportunities offered through independent study may include, but are not limited to:

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum
4. Continuing and special study during travel
5. Volunteer community service activities that support and strengthen student achievement

In addition, when requested by the parent/guardian due to emergencies, vacation or illness, independent study may be used on a short term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

### **Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction, thus enabling students participating in independent study to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school.

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians.

### **Eligibility for Independent Study**

Parents/guardians of students who are interested in independent study should contact the principal or designee. Approval for participation shall be based on the following criteria:

1. Evidence that the student will work independently to complete the program
2. Availability of experienced certificated staff with adequate time to effectively supervise the student

A student's participation in independent study shall be voluntary.

**INDEPENDENT STUDY**

~~Students participating in independent study must be residents of the local county or an adjacent county.~~

~~Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204.~~

~~A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless his/her individualized education program specifically provides for such participation.~~

~~A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study.~~

**Written Agreements**

~~A written agreement shall be developed for each student participating in independent study for five or more school days.~~

~~The written independent study agreement for each participating student shall include, but not be limited to, all of the following:~~

- ~~1. The manner, frequency, time and place for submitting the student's assignments and for reporting his/her progress~~
- ~~2. The objectives and methods of study for the student's work, and the methods used to evaluate that work~~
- ~~3. The specific resources, including materials and personnel, that will be made available to the student~~
- ~~4. The Board's independent study policy describing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study~~
- ~~5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester, or one-half year if the school is on a year-round calendar~~
- ~~6. A statement of the other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion~~

**INDEPENDENT STUDY**

7. ~~A statement that independent study is an optional educational alternative in which no student may be required to participate~~
8. ~~In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction~~

~~The agreement also may include a schedule for achieving objectives and completing the agreement and a schedule of conferences between the student and supervising teacher.~~

~~The curriculum and methods of study specified in the written agreement shall be consistent with Board policy, administrative regulations and procedures for curriculum and instruction.~~

~~Before beginning the independent study, each written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student, the certificated employee designated as responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.~~

~~The agreement shall state that the parent/guardian's signature confirms his/her permission for the student's independent study as specified in the agreement.~~

**Student Rights and Responsibilities**

~~Students participating in independent study shall have the right, continuously, to enter or return to the regular classroom mode of instruction, including upon termination of the agreement.~~

~~Independent study students who are late, miss scheduled conferences or do not submit assigned work on time shall not be reported as tardy or truant. However, the independent study administrator shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:~~

1. ~~A letter to the student and/or parent/guardian~~
2. ~~A meeting between the student and the teacher and/or counselor~~
3. ~~A meeting between the student and the independent study administrator, including the parent/guardian if appropriate~~
4. ~~An increase in the amount of time the student works under direct supervision~~



**INDEPENDENT STUDY**

~~When the student has missed the number of assignments specified in Board policy and the written independent study agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation which may result in termination of the independent study agreement and the student's return to a regular classroom or alternative instructional program.~~

**Administration of Independent Study**

~~Each student's independent study shall be coordinated, evaluated and carried out under the general supervision of a certificated employee.~~

~~The responsibilities of the independent study administrator shall be to:~~

- ~~1. Ensure that the district's independent study option is operated in accordance with law, Board policy and administrative regulation~~
- ~~2. Approve the participation of students requesting independent study~~
- ~~3. Facilitate the completion of written independent study agreements~~
- ~~4. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record~~
- ~~5. Authorize the selection of staff to be assigned to supervise independent study~~
- ~~6. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator~~
- ~~7. Complete or coordinate the preparation of all necessary records and reports~~
- ~~8. Establish and maintain in a systematic manner all records required by law, Board policy and administrative regulation~~
- ~~9. Monitor student participation in independent study so that the district stays within prescribed limits and income to the district is maximized~~
- ~~10. Develop and manage the budget for independent study~~
- ~~11. Obtain and maintain current information and skills required for the operation of an independent study strategy that meets established standards for the district's educational programs~~
- ~~12. Assure a smooth transition into and out of the independent study mode of instruction~~

**INDEPENDENT STUDY**

13. Prepare and submit reports as required by the Board or Superintendent

**Supervising Teachers**

The principal may recommend and the independent study administrator shall approve the assignment of teachers to directly supervise independent study. The teacher may be the student's regular classroom teacher, particularly for elementary students.

The ratio of students to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district.

The teacher supervising independent study shall:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate
2. Supervise and approve coursework
3. Design all lesson plans and assignments
4. Assess all student work and determine and assign grades or other approved measures of achievement
5. Personally judge the time value of assigned work or work products completed and submitted by the student
6. Select and save with each agreement representative samples of the student's completed and evaluated assignments on not less than a monthly basis, preferably biweekly, and signed or initialed and dated in accordance with item #3 in the section on "Records" below
7. Sign and complete the agreement when the student has reached his/her objectives or the agreement is terminated
8. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
9. Maintain any other required records and files on a current basis

**Records**

For audit purposes, the Superintendent or designee shall maintain the following records:

**INDEPENDENT STUDY**

1. ~~A copy of the Board policy, administrative regulation, and other procedures related to independent study~~
2. ~~A separate listing of the students, by grade level, program, and school, who have participated in independent study, identifying units of the curriculum attempted and units of the curriculum completed by students in grades K-8.~~
3. ~~A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher~~
4. ~~A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons~~

~~The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.~~

~~Each school shall maintain records for the students at that school.~~

~~A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation.~~

**Item F. EMPLOYEE ASSOCIATION COMMUNICATION**

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

**Item H. CLOSED SESSION**

**Item I. RECONVENE TO PUBLIC SESSION**

**Item J. ADJOURNMENT**

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