



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

Please note: The June 19; July 17; and August 7 Board of Education meetings will be held at Cajon Park School, 10300 Magnolia Avenue, Santee, CA 92071. All meetings will begin at 7:00 p.m.

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

BOARD OF EDUCATION REGULAR MEETING AGENDA May 1, 2018

District Mission

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

Page #:
5

A. OPENING PROCEDURES – 7:00 p.m.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report 7
 - 1.2. Use of Facilities Report 9
 - 1.3. Enrollment Report 10
 - 1.4. Schedule of Upcoming Events 11
2. Spotlight: Special Education Program 12
3. Spotlight on Education: Special Student Recognition 13

Following Item B.4., the Board will take a short break to honor the Special Student Recognitions

4. Local Control Accountability Plan Draft Update 14

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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

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

9625 Cuyamaca Street · Santee, California 92071-2674 · (619) 258-2300 · www.santeesd.net

Superintendent

- 1.1. **Approval of Minutes** 17
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. **Approval/Ratification of Travel Requests** 30
It is recommended that the Board of Education ratify the authorization granted to personnel requesting out-of-district travel as listed in the item.
- 2.2. **Approval/Ratification of Revolving Cash Report** 32
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.3. **Acceptance of Donations, Grants, and Bequests** 34
It is recommended that the Board of Education accept donations, grants, and/or bequests listed in the item and authorize letters of appreciation to be sent on behalf of the Board.
- 2.4. **Approval of Consultants and General Service Providers** 35
It is recommended that the Board of Education approve agreements with Consultants and General Service Providers as presented.
- 2.5. **Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)** 37
It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the month of March 2018.
- 2.6. **Adoption of Resolution No. 1718-31 Requesting Temporary Transfer of Funds** 42
It is recommended that the Board of Education adopt Resolution No. 1718-31 requesting temporary transfer of funds for the 2018-19 school year.
- 2.7. **Approval of Interdistrict Attendance Agreements** 45
It is recommended that the Board of Education approve the Interdistrict Attendance Agreements listed in the item.
- 2.8. **Adoption of Resolutions Authorizing Specific Designated Agents** 47
It is recommended that the Board of Education adopt the resolutions designating authorized agents to receive mail and pick up warrants at the County Office of Education, sign payroll payment orders, releasing credential held warrants to employees, sign school orders (commercial warrants), and authorizing the replacement of warrants.
- 2.9. **Adoption of Resolution No. 1718-37 to Designate Authorized Representatives for Fringe Benefit Consortium** 53
It is recommended that the Board of Education adopt Resolution No. 1718-37 authorizing representatives for the Fringe Benefit Consortium.
- 2.10. **Adoption of Resolution No. 1718-38 to Designate Authorized Representative for Joint Powers Authority** 56
It is recommended that the Board of Education adopt Resolution No. 1718-38 authorizing representatives for the Joint Powers Authority.
- 2.11. **Approval of Memorandum of Agreement with the County of San Diego Health and Human Services Agency and the San Diego County Office of Education for Providing Transportation for Foster Youth to School of Origin** 59
It is recommended that the Board of Education approve the Memorandum of Agreement with the County of San Diego Health and Human Services Agency and the San Diego County Office of Education for Providing Transportation for Foster Youth to School of Origin.

- 2.12. Approval of Transportation Agreement with the Boys and Girls Club**
It is recommended that the Board of Education approve the transportation agreement to increase fees for District-provided transportation services to the Boys and Girls Club Santee facility.

Educational Services

- 3.1. Approval of Nonpublic School Individual Services Agreement with Springall Academy for Nonpublic School Services** 81
It is recommended that the Board of Education approve the Nonpublic School Individual Services Agreement with Springall Academy for one student for the period of April 23, 2018 through June 30, 2018.
- 3.2. Approval of Student Teacher School Affiliation Agreement with University of Phoenix** 82
It is recommended that the Board of Education approve the Student Teacher Affiliation Agreement with University of Phoenix.

Human Resource/Pupil Services

- 4.1. Personnel, Regular** 91
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 Shared Classroom Teaching Assignments for 2018-2019** 93
It is recommended that the Board of Education approve the shared classroom teaching assignments for 2018-2019.
- 4.3. Approval of New Director of Pupil Services and Student Well-Being Job Description** 94
It is recommended that the Board of Education approve the new Director of Pupil Services and Student Well-being job description.
- 4.4. Approval of New Behavior Specialist Job Description** 98
It is recommended that the Board of Education approve the new Behavior Specialist job description.
- 4.5. Approval to Increase Work Hours for Classified Non-Management Position** 102
It is recommended that the Board of Education approve the increase in work hours for the classified non-management position.

- E. DISCUSSION AND/OR ACTION ITEMS** 103
Members of the audience wishing to address the Board about any of the following items should submit a request to speak card in advance.

Superintendent

- 1.1. Appointment of Director, Pupil Services and Student Well-Being** 104
It is recommended the Board of Education appoint Mike Olander as the Director, Pupil Services and Student Well-Being, effective July 1, 2018.

Business Services

- 2.1. Approval of Monthly Financial Report** 105
It is recommended that the Board approve the Monthly Financial Report for March 2018.
- 2.2. Bond Reauthorization Voter Survey Results** 108
This is an information item. Action, if any, is at the discretion of the Board of Education.

F.	BOARD POLICIES AND BYLAWS	109
1.1.	<u>Second Reading: Revised Board Policy 2121, Superintendent's Contract</u> Revised Board Policy 2121, Superintendent's Contract is presented as a second reading and request for approval. Action, if any, is at the discretion of the Board of Education.	110
1.2.	<u>Second Reading: Revised Board Policy and Administrative Regulation 5022, Student and Family Privacy Rights</u> Revised Board Policy and Administrative Regulation 5022, Student and Family Privacy Rights is presented as a second reading and request for approval.	117
1.3.	<u>First Reading: Revised Board Policy 2140, Evaluation of the Superintendent</u> Revised Board Policy 2140, Evaluation of the Superintendent is presented as a first reading. Action, if any, is at the discretion of the Board of Education.	120
1.4.	<u>First Reading: Revised Board Policy 1312.3, Uniform Complaint Procedures</u> Revised Board Policy 1312.3, Uniform Complaint Procedures is presented as a first reading. Action, if any, is at the discretion of the Board of Education.	128
G.	BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS	134
H.	CLOSED SESSION	134
1.	<u>Conference with Labor Negotiator</u> (Gov't. Code § 54956.8) <i>Purpose: Negotiations</i> <i>Agency Negotiators: Tim Larson, Assistant Superintendent</i> <i>Employee Organizations: Santee Teachers Association (STA); and</i> <i>Classified School Employees Association (CSEA)</i>	
2.	<u>Public Employee Performance Evaluation</u> (Gov't. Code § 54957) <i>Superintendent</i>	
I.	RECONVENE TO PUBLIC SESSION	134
J.	ADJOURNMENT	134

Please note: Per SB 343, the supporting documents for this meeting agenda are available in the lobby at the Santee School District Office, located at 9625 Cuyamaca St., Santee, CA 92071 and will be available for viewing at the meeting. The next regular meeting of the Board of Education is scheduled for May 15, 2018 at 7:00 p.m., in the Douglas E. Giles Educational Resource Center. Santee School District complies with the Americans with Disabilities Act. If you require reasonable accommodations including alternate formats for this meeting, contact the Superintendent's Office at (619) 258-2304 at least two (2) days before the meeting date. . **Please note: Due to construction, the June 19, July 17, and August 7 Board of Education meetings will be held at Cajon Park School, 10300 Magnolia Avenue, Santee, CA 92071. All meetings will begin at 7:00 p.m.**

Members present:

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

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

1. Call to Order and Welcome

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

3. Pledge of Allegiance

4. Approval of Agenda for the May 1, 2018, regular meeting

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report
 - 1.2. Use of Facilities Report
 - 1.3. Enrollment Report
 - 1.4. Schedule of Upcoming Events
2. Spotlight: Special Education Program
3. Spotlight on Education: Special Student Recognition

DEVELOPER FEES COLLECTION REPORT
2017-18
CUMULATIVE THROUGH APRIL 19, 2018

Residential Rate: \$2.08 per square foot - effective 5/5/14 - 6/19/16; \$2.16 per square foot effective 6/20/16
Commercial Rate: \$0.33 per square foot - effective 5/5/14 - 6/19/16; \$0.35 per square foot - effective 6/20/16
Self Storage Rate: \$0.14 per square foot - effective 4/20/10-6/19/16; \$0.15 per square foot - effective 6/20/16

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	Parcels 384-223-01-00 thru 384-223-14-00	07/10/17	28,278	\$61,080.48	PA
	X	1011 Pepper Drive	07/31/17	565	\$1,220.40	PD
	X	9624 West Hartland Circle	08/10/17	582	\$1,257.12	RS
	X	10695, 10689, 10683, 10682, 10688, 10694 Cobble Ct.	10/04/17	16,168	\$34,922.88	HC
	X	10677, 10671, 10665, 10664, 10670, 10676 Cobble Ct.	10/04/17	15,876	\$34,292.16	HC
	X	10659, 10653, 10647, 10646, 10652, 10658 Cobble Ct.	10/04/17	16,224	\$35,043.84	HC
	X	10707, 10683, 10713 Braverman Drive	10/04/17	7,618	\$16,454.88	HC
	X	10707, 10701, 10700, 10706, 10712 Cobble Ct.	10/04/17	12,970	\$28,015.20	HC
	X	9039 Willowgrove Circle	10/31/17	1,325	\$2,862.00	CH
	X	8604, 8605, 8608, 8609, 8612, 8613 Arlington Way and 8652, 8656, 8660, 8664, 8668 Camden Dr.	11/13/17	22,707	\$49,047.12	CFH
	X	8604, 8605, 8608, 8609, 8612, 8613 Comiskey Way and 8640, 8644, 8648 Camden Dr.	11/13/17	19,102	\$41,260.32	CFH
	X	8612, 8616, 8620, 8624, 8628, 8632, 8636 Camden Dr.	11/13/17	14,571	\$31,473.36	CFH
	X	8604, 8605, 8608, 8609, 8613 Ebbets Way and 8672, 8676, 8680, 8684 Camden Dr.	11/13/17	18,582	\$40,137.12	CFH
	X	1286 Walnut Ln.	12/04/17	2,340	\$5,054.40	PD
	X	10137 Pinewood View	12/05/17	919	\$1,985.04	CP
	X	8501, 8502, 8504, 8505, 8506, 8507, 8508, 8509 Sandstone Place	12/05/17	16,198	\$34,987.68	CO
	X	8830, 8836, 8842, 8848, 8854, 8860 Hightail Dr.	12/05/17	16,024	\$34,611.84	CO
	X	8880 Weston Rd. (Recreation room)	12/05/17	2,146	\$751.10	CO
	X	Adjustments to: 8677, 8683, 8689 Toyopa Ct.	12/05/17	215	\$464.40	CO
	X	8829, 8835, 8841, 8847 Hightail Dr. 8808, 8814, 8818, 8822, 8828, 8832, 8838, 8844, 8850, 8854, 8860, 8866, 8872 Weston Rd.	12/06/17	42,157	\$91,059.12	CO
	X	10021 Ashdale Lane	12/08/17	1,235	\$2,667.60	RS
	X	8750, 8711, 8717, 8723, 8729, 8741, 8747, 8753, 8759, 8765, 8771, 8777, 8783, 8789, 8795, 8801, 8807 Weston	12/08/15	52,641	\$113,704.56	CO
	X	8724 Big Rock Road	12/20/17	692	\$1,494.72	CFH
	X	8637, 8639, 8641, 8643 Fanita Drive	12/21/17	8,040	\$17,336.40	PA
TOTAL PAGE 1					\$681,183.74	

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

**DEVELOPER FEES COLLECTION REPORT
2017-18
CUMULATIVE THROUGH APRIL 19, 2018**

Residential Rate: \$2.08 per square foot - effective 5/5/14 - 6/19/16; \$2.16 per square foot effective 6/20/16
 Commercial Rate: \$0.33 per square foot - effective 5/5/14 - 6/19/16; \$0.35 per square foot - effective 6/20/16
 Self Storage Rate: \$0.14 per square foot - effective 4/20/10-6/19/16; \$0.15 per square foot - effective 6/20/16

COM	RES	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X	8842 Olive Lane, Units 1-18	01/08/18	23,364	\$50,466.24	PA
	X	8866, 8867, 8872, 8875, 8878, 8884, 8887, 8890 Hightail Dr.	01/18/18	21,841	\$47,176.66	CO
	X	8504, 8505, 8507, 8508, 8509, 8639, 8641 Goldfield Ln	01/18/18	14,274	\$30,831.84	CO
	X	8850, 8851, 8855, 8856, 8859, 8860, 8861, 8862, 8865, 8866, 8869, 8870, 8873, 8874, 8877, 8878 Trailridge Ave	01/19/18	39,946	\$86,283.36	CO
	X	9448 Knowlton Court	01/29/18	552	\$1,192.32	CH
	X	8813, 8825, 8831, 8837, 8843, 8849, 8855, 8861, 8867, 8873 Weston Rd.	01/30/18	30,167	\$65,160.72	CO
	X	8901, 8905, 8909, 8913, 8917, 8921, 8925 Trailridge Ave.	01/30/18	23,934	\$51,697.44	CO
	X	9336 Abraham Way	02/16/18	546	\$191.10	HC
	X	10080 Pebble Beach Drive	02/22/18	734	\$1,585.44	CO
	X	8896, 8897, 8902, 8903, 8908, 8909, 8914, 8915, 8920, 8926 Hightail Dr.	03/08/18	27,204	\$58,760.64	CO
	X	8502, 8508 Olivine Row, 8631, 8633, 8635, 8637 Boulder Vista	03/08/18	11,544	\$24,935.04	CO
	X	10103 Timberlane Way	03/23/18	1,182	\$2,553.12	RS
	X	8549 Fanita Drive	04/16/18	536	\$1,157.76	PA
	X	9955 Mission Gorge Road	04/17/18	4,600	\$1,610.00	RS
TOTAL					\$1,104,785.42	

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

Requests For Use Of Facilities - May 1, 2018

Group	Location	Date	Days	Time	Attend	Fees Applied
<u>Cajon Park</u>						
County of San Diego Registrar of Voters (Polls)	Multi-Purpose	6/5/18	Tuesday	6:00 am - 9:30 pm	varies	\$70.00
Santee School District (Annual Custodian Training Meeting)	Classroom	6/20/18	Wednesday	10:00 am - 3:00 pm	35	
Superintendent's Office (District Logistics)	Multi-Purpose	8/2/18	Thursday	7:30 am - 4:30 pm	50	
Superintendent's Office (Secretaries' Meeting, after District Logistics)	Computer Room by Library	8/2/18	Thursday	11:30 am - 2:00 pm	15	
<u>Carlton Hills</u>						
County of San Diego Registrar of Voters (Polls)	Multi-Purpose	6/5/18	Tuesday	6:00 am - 9:30 pm	varies	\$70.00
<u>District Office</u>						
City of Santee (4th of July Event)	Parking Lot	7/4/18	Wednesday	8:00 am - 10:00 pm	varies	
<u>Pepper Drive</u>						
PTA (Apex Fun Run)	Upper Field	4/26/18	Thursday	6:30 am - 12:30 pm	varies	
<u>PRIDE Academy (Prospect Avenue)</u>						
PTA (Spring Fling)	Primary Playground/ Open Areas/Kitchen	4/28/18	Saturday	9:00 am - 4:00 pm	200-300	\$353.50
County of San Diego Registrar of Voters (Polls)	Multi-Purpose	6/5/18	Tuesday	6:00 am - 9:30 am	varies	\$70.00
<u>Rio Seco</u>						
City of Santee (4th of July Event)	Front Parking Lot	7/4/18	Wednesday	8:00 am - 10:00 pm	varies	
<u>Sycamore Canyon</u>						
County of San Diego Registrar of Voters (Polls)	Multi-Purpose	6/5/18	Tuesday	6:00 am - 9:30 am	varies	\$70.00

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

Santee School District
 ENROLLMENT REPORT
 4/20/2018
 Month 10 Week 1
 School Week 35

SCHOOL	REGULAR ED														SPECIAL ED										Total All								
	EAK 5yo	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	04/20/18	4/7/2017*	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	04/20/18	4/7/2017*	# Diff	% Diff	04/20/18	04/13/18	# Diff	
Cajon Park		13	85	110	99	93	111	117	107	93	108	936	928	8	0.9%	5	10	6	7	4	10	9	14	8	73	76	-3	-3.9%	1009	1010	-1		
Carlton Hills	25	23	65	73	73	71	59	48	47	61	66	611	580	31	5.3%	5	3	2	3	5	4	1	6	2	31	29	2	6.9%	642	642	0		
Carlton Oaks			72	79	82	74	70	93	72	128	94	764	762	2	0.3%	6	7	5	5	7	6	11	10	5	62	61	1	1.6%	826	828	-2		
Chet F. Harritt	23	23	83	78	86	73	72	51	50	57	58	654	663	-9	-1.4%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	654	650	4
Hill Creek	24	25	98	88	88	77	80	79	63	72	62	755	758	-3	-0.4%	5	4	1	4	2	7	0	0	0	23	18	5	27.8%	778	777	1		
Pepper Drive		20	95	118	107	90	136	112	100	100	88	966	965	1	0.1%	0	0	0	0	0	1	2	4	3	10	10	0	0.0%	976	975	1		
Prospect Ave	24	20	69	64	63	59	54	71	47	44	58	573	582	-9	-1.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	573	575	-2	
Rio Seco			90	108	96	109	108	118	119	89	99	936	949	-13	-1.4%	7	6	0	1	5	10	12	8	7	56	54	2	3.7%	992	991	1		
Sycamore Canyon	21	20	85	80	41	42	42	41	41	0	0	373	373	0	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	373	372	1		
SUBTOTAL	117	144	722	776	736	688	732	730	646	644	633	6563	6560	3	0.1%	0	28	30	14	20	23	38	35	42	25	255	248	7	2.8%	6823	6820	3	
Alternative School			1	2	4	3	1	2	5	7	5	30	37	-7	-18.9%																		
Santee Success									9	4		13	14	-1	-7.1%											0	0	0	0.0%	13	12	1	
NPS												0	0					1	1		3		2		7	6	-1	-12.5%	7	7	0		
SUBTOTAL			1	2	4	3	1	2	5	16	9	43	51	-8	-15.7%	0	0	0	1	0	1	0	3	0	2	7	8	-1	-12.5%	50	49	1	
TOTAL	117	144	723	778	740	691	733	732	651	660	642	6611	6611	0	0.0%	0	28	30	15	20	24	38	38	42	27	262	256	6	2.3%	6873	6869	4	

*Spring Break 16-17 4/10-4/21

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

	PK	EAK 4yo	Total All
Cajon Park	1	0	1010
Carlton Hills	0	0	642
Chet F. Harritt	0	1	655
Hill Creek	0	0	778
Prospect Ave	0	1	574
Sycamore Canyon	67	2	442
Total PK/EAK	68	4	

Total Enrollment Including PK
6945

Schedule of Upcoming Events

Date	Event
May 1	Board Meeting; 7:00 p.m.
May 7	Communication Committee; 3:30 p.m., ERC Character Education and School Climate Committee; 5:00 p.m., at ERC
May 10	District Advisory Committee (DAC) and Special Education Advisory Committee; 6:00 p.m., at ERC
May 11	District English Learner Advisory Committee (DELAC); 9:00 a.m., at ERC
May 14	Wellness Committee; 3:30 p.m., at ERC
May 1	Board Meeting; 7:00 p.m.
May 22	Salute to Excellence; 5:30 p.m. (honoree reception); 6:00 p.m. (program); Carlton Oaks Country Club
May 24	Budget Advisory Committee (BAC); 6:00 p.m., Charles E. Skidmore Administration Center
May 28	Memorial Day Holiday – Schools and Departments Closed
June 5	Board Meeting; 7:00 p.m.
June 6	Safety/Facilities Committee Meeting; 3:30 pm, at Charles E. Skidmore Administration Center
June 13	Last Day of School
June 14	Foundation Golf Classic, Carlton Oaks Country Club
June 19	Board Meeting; 7:00 p.m., at Cajon Park School Multi-purpose Room, 10300 Magnolia Avenue (<i>please note location change</i>)

Reports and Presentation Item B.2.
Prepared by Dr. Stephanie Pierce
May 1, 2018

Spotlight: Special Education Program

BACKGROUND:

This evening, Mimi McGinty, Director of Special Education, will be presenting a report on specialized academic curriculum, professional development for special education teachers and assistants, and mainstreaming opportunities for students.

Agenda Item B.2.

Prepared by Dr. Stephanie Pierce
May 1, 2018

BACKGROUND:

Tonight the Board of Education would like to honor a number of outstanding students in the Santee School District. Each school's teaching and administrative staff has selected these students to be acknowledged for their accomplishments. We are proud to recognize them for the excellent effort they have demonstrated this school year and the wonderful role models they have been to others.

Allison Munoz-Medina
Cajon Park

Haylee Sanfilippo
Carlton Hills

Alex McGowan
Carlton Oaks

Julius Johnson
Chet F. Harritt

Molly Holcomb
Hill Creek

Dylan McLeod
Pepper Drive

Jorge Ortega
PRIDE Academy

Brandon Bowers
Rio Seco

Natalie Bustle
Sycamore Canyon

Reports and Presentation Item B.4.

2018-19 Local Control Accountability Plan
Revised Goals and Action Service Steps
Presentation

Prepared by Dr. Stephanie Pierce
May 1, 2018

BACKGROUND:

This evening Karl Christensen, Assistant Superintendent of Business Services, and Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, will present an update on the revised 2018-19 Local Control Accountability Plan Goals and Action Service Steps.

Motion: _____ Second: _____ Vote: _____

Agenda Item B.4.

Item C. PUBLIC COMMUNICATION

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

Item D. CONSENT ITEMS

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

Consent Item D.1.1.
Prepared by Dr. Kristin Baranski
May 1, 2018

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- April 17, 2018, special meeting minutes
- April 17, 2018, regular meeting minutes
- April 18, 2018, special meeting minutes

RECOMMENDATION:

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

Motion: _____

Second: _____

Vote: _____

Item D.1.1.

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

April 17, 2018
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Levens-Craig called the meeting to order at 6:00 p.m.

Members present:

Dianne El-Hajj, President

Ken Fox, Vice President

Dustin Burns, Clerk

Barbara Ryan, Member

Elana Levens-Craig, Member

Administration present:

Kristin Baranski, Superintendent and Secretary to the Board

B. PUBLIC COMMUNICATION

During this time, citizens are invited to address the Board of Education about any item on this special meeting agenda. There was no public communication.

C. STUDENT FORUM

The Board of Education will meet with student representatives from each school to discuss:

- How prepared are you for high school? Why do you feel that way?
- How would you propose we re-design our classroom learning spaces to improve student collaboration, communication, and creativity?
- If you have experienced a classroom where the learning space has been re-designed (similar to the items mentioned above), how does this space help you learn or on the flip side, did it distract from your learning?

D. ADJOURNMENT

The April 17, 2018 special meeting was adjourned.

Dustin Burns, Clerk

Kristin Baranski, Secretary

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

April 17, 2018
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President El-Hajj called the meeting to order at 7:07 p.m.

Members present:

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

Administration present:

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

2. District Mission

President El-Hajj invited the audience to recite the District Mission.

3. Pledge of Allegiance

President El-Hajj invited Cathy Abel, Child Nutrition Director, to lead the members, staff, and audience in the Pledge of Allegiance.

4. Approval of Agenda

Member Burns moved approval.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

- 1.1. Developer Fees and Collection Report
- 1.2. Use of Facilities Report
- 1.3. Enrollment Report
- 1.4. Claims Against the District
- 1.5. Schedule of Upcoming Events

2. 2017-18 Trimester 2 District Assessment Results

Superintendent Baranski welcomed Dr. Stephanie Pierce, Assistant Superintendent of Educational Services, and Bonner Montler, Curriculum and Assessment Director, to provide the 2017-18 Trimester 2 District Assessment results.

Dr. Pierce mentioned it was their pleasure to share Trimester 2 data and student outcomes from several assessments. She explained the District assessments are used to monitor student growth toward meeting standards. She mentioned the importance of having various measures to make instructional adjustments through the year in

preparation for State testing. District assessments also provide another tool for measuring student learning beyond the State assessment. In the California Dashboard, Districts identify these measures as their own locally defined measures. Dr. Pierce mentioned it is also critical for teachers to have on-going daily and weekly assessment to make real time adjustments to better meet student needs and improve student outcomes. She explained their presentation was specific to Goal 1, specifically looking at student learning in English Language Arts (ELA) and Mathematics.

Goal 1: Improve student learning and demonstrate annual growth in Common Core State Standards in all academic content areas through high quality instruction and relevant, personalized learning with technology integration for acquisition of 21st Century Learning skills.

Mr. Montler provided an overview of Achieve 3000 data; and a two-year trend for grades 3-8, which showed positive gains. A two-year comparison of Benchmark assessment data, for K-3, was also presented; which showed a decrease in grades K-2, but a 4.5% growth in grade 3.

Grade	February 2017 Average Lexile Level	February 2018 Average Lexile Level	Average Lexile Growth 2017 to 2018	College and Career Readiness End of Year Minimum Lexile Expectation	Growth Needed for CCR 2017	Growth Needed for CCR 2018
3	463	500	+37	520	57	20
4	601	663	+62	740	139	77
5	764	765	+1	830	66	65
6	821	867	+46	925	104	58
7	885	928	+43	970	85	42
8	913	957	+44	1010	97	53

Benchmark Assessment Data, K-3 BAS 2 nd Trimester Meets or Exceeds Standard				
	Kindergarten	1st Grade	2nd Grade	3rd Grade
2018	70.9%	68.0%	71.8%	77.4%
2017	72.4%	70.5%	78.9%	72.9%
Difference	-1.5	-2.5	-7.10	+4.5

Mr. Montler discussed the SBAC Interim Assessment Data for ELA and Mathematics for grades 3-8, and their strengths and areas of improvement. Dr. Pierce explained that from a review of these various measures Administration has been able to identify student learning themes based on these findings: 1) Research clearly supports students reading and writing across content areas. Dr. Pierce stressed it is critical that students use literacy skills in mathematics, History, Social Science, Science, and robotics or coding (reading and writing technical manuals). The District's ELA/ELD adoptions provide the opportunity for students to engage in literacy skills to apply in all content areas. 2) Conceptual understanding of mathematics using complex problems, especially in the primary grades K-5. 3) Deeper learning in Mathematics through application. The Board expressed their gratitude towards Dr. Pierce and Mr. Montler for their presentation. Member Burns shared he would like to understand the process to its entirety to help support the

student/teacher needs. He mentioned he would like to follow a student, who is scoring below standard, from the beginning to see strategies and/or what steps the teacher takes to assist in getting that student to a desired level in the classroom. Mr. Burns explained this would help him understand the type of resources that are needed in the classroom to help move the child forward academically. Member Ryan agreed with Member Burns. President El-Hajj shared she liked the idea but explained there are many strategies a teacher can take and that would vary by grade, school, and subject area, etc. Dr. Pierce explained that it would take a discussion with a teacher to help understand process and strategies being used in the classroom. She mentioned they could provide the Board with a hypothetical item analysis on a student to show strengths and areas of weaknesses, how well they did, etc. Dr. Pierce shared that Mr. Montler; Dawn Minutelli, Curriculum & Assessment Director; and Andy Johnston, Principal, are engaging in an evaluation study where they will go and look at an evaluation program and triangulate student data to see if the program is making a difference in student learning. She explained that would help understand if the LCAP is making a difference. Dr. Pierce shared staff would be taking a specific program, within the LCAP, and conduct an evaluation analysis of a school. She explained it would not include student or teacher names, only data. Dr. Pierce mentioned the evaluation analysis would not be conducted to determine if the program works; as the majority are research- and evidence-based. It would help determine what the District is doing well in implementation and/or what could be done better in implementation to have better student outcome. Superintendent Baranski shared valuing the Board's conversation on the subject. She mentioned Administration has talked for years on the importance of talking about individual students and their growth.

3. Spotlight: Child Nutrition Services Report

Mr. Christensen shared the District's Child Nutrition Services' employees serve over 700,000 meals and snacks annually to our students at the nine schools. He mentioned Cathy Abel, Director of Child Nutrition, does an excellent job of ensuring an efficient and effective program. Mr. Christensen welcomed Mrs. Abel and shared she would be highlighting a few of the endeavors and accomplishments of the Department, as well as a couple of challenges they currently face.

Mrs. Abel shared it was a pleasure to share information on the Child Nutrition Department. She mentioned her department annually serves approximately 180,000 breakfasts; 504,000 lunches; 36,000 suppers; and 36,000 snacks. Mrs. Abel explained the second-chance breakfast is the most popular amongst students. She mentioned some students are not able to be at the school in time for breakfast; and others are just not hungry for breakfast. Mrs. Abel highlighted the District's pizza kitchen. She shared the staff does a great job in preparing the pizzas; and they procure the whole-wheat pizza dough from a local bakery in Vista; that bakes it fresh for the District.

Mrs. Abel mentioned the department is focusing on team building and in particular customer service. She mentioned her department conducted the True Colors Personality Assessment. Mrs. Abel explained noticing the staff was taking their enthusiasm to the schools and creating student birthday walls and fun festive environments (i.e., Friday themed days in the Central Kitchen, decorative lunchrooms at the schools, etc.). She shared some of the handwritten notes of appreciation from students to the cafeteria staff.

Mrs. Abel discussed some of the ways staff is managing food waste includes the use of share tables; students take what they want and/or leave what you do not want. She shared all the food must be eaten on campus and it is only for students.

Mrs. Abel explained some of the budget challenges the program faces were attributed to lunch participation decreasing by 200-300 students daily; negotiated salary increases over the last four years equivalent to approximately \$150,000 of ongoing costs; increased cost for PERS; and that Carlton Hills no longer qualifying for the Child and Adult Care Food Program (CACFP). Mrs. Abel discussed a proactive response includes maintaining a quality program and a variety menu; increase/maintain participation; and to strategically reduce/contain expenditures through attrition, food cost management, and when possible, expenditure postponement/avoidance.

Mrs. Abel shared Senate Bill (SB) 250, the Child Hunger Prevention and Fair Treatment Act, became effective January 1, 2018, and required the following:

- School Food Authorities (SFA's) must have a policy and communicate it to the public
- Students with unpaid meal debt or no money must receive the same meal that other students receive
- Attempt to directly certify students first
- Debt collection efforts must be directed to the parent, not the student
- Provide household application with debt collection letters
- Cannot use a collection agency to recover funds
- Debt not recovered during fiscal year becomes "bad debt" which must be covered by a non-federal funding source (e.g. General Fund)

She shared a new Board Policy and Administrative Regulation will be presented to the Board in the near future after CSBA issues a template. The Board expressed their gratitude towards the Child Nutrition department staff for their hard work in feeding the children of Santee School District. President El-Hajj shared the Board was very proud of the Child Nutrition Department.

C. PUBLIC COMMUNICATION

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

Colleen Peterson, sixth grade teacher at Rio Seco, shared she was present to discuss the 6/7 combination classes that are supposed to be implemented the next year. She shared that Santee School District prides in sharing a K-8 experience; an amazing junior high program; and looking out for the needs of the students and doing what is in their best interest (academically, developmentally, and socially). Ms. Peterson shared that in self-contained six-grade classes, students are prepared for junior high. She shared the debate on combination classes is ongoing. Ms. Peterson mentioned that even though teachers do not find the combination classes beneficial for students, they still teach the combination classes, despite the pressure and strains it puts on the teacher. She shared that the typical combination class is in elementary grades – not an elementary class combined with a junior high class. Ms. Peterson mentioned a 6/7 combination classes is not what is best for kids, due to logistics and schedules. She shared this places pressure on the teacher to offer a full curriculum for both grades, in addition to selecting which seventh-grade students will be in the combination classes and letting them know they will not have the junior high experience. Ms. Peterson mentioned it comes down to meeting the needs of the students and truly doing what is in their best interest. She shared an analogy of a friend being diagnosed with a non-life threatening illness. Ms. Peterson mentioned the 6/7 combination classes are not life threatening to the students involved, but it will set them back. She explained it is not known how far back, and some might be just fine. However, there is a higher possibility that they will not be – whether it is academically, developmentally, or socially. Ms. Peterson mentioned that what the District is asking teachers to combine an elementary class with a junior high class. She explained that meant combining a 10-year old student with a physically developing, and hormonal student that is nearing their teenage years. Ms. Peterson asked if the Board would like their child in a similar class. She mentioned this could not be ignored and explained it was a critical stage in their development. Ms. Peterson mentioned 6/7 combination classes are not good for students and asked that the situation be treated as if the students' life depended was depended on it.

D. PUBLIC HEARING

1. Proposed Increase to Level 1 Developer Fees

President El-Hajj opened the public hearing on the Proposed Increase to Level 1 Developer Fees. There were no comments. The public hearing was closed.

E. CONSENT ITEMS

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

1.1. Approval of Minutes

2.1. Approval/Ratification of Travel Requests

2.2. Approval/Ratification of Expenditure Warrants

- 2.3. Approval/Ratification of Purchase Orders
- 2.4. Approval/Ratification of Agreements for Mileage Reimbursement in Lieu of District Transportation
- 2.5. Acceptance of Donations, Grants, and Bequests
- 2.6. Approval/Ratification of Consultants and General Service
- 2.7. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)
- 2.8. Approval of Uniform Complaint Quarterly Report Required by the Williams Settlement
- 2.9. Adoption of Resolution No. 1718-27 Increasing Level 1 Fees on Development Projects
- 2.10. Approval of Agreement with Santee Sportsplex USA for the Classified Appreciation Luncheon
- 2.11. Approval of Agreement with YMCA of San Diego County to Provide Transportation Services for their Summer Camp Program
- 2.12. Approval of Agreement with City of Santee for Transportation Services
- 2.13. Approval of Agreement with Bally Go Bragh (BGB) for Surplus Sales
- 2.14. Approval of Agreement for Student Transportation Services between San Diego County School Districts
- 2.15. Authorization to Extend Contract for Purchase of Grocery Snack, Commodity, and Non-Commodity Foods
- 2.16. Authorization to Extend Contract for Purchase of Milk and Milk By-Products through the North County Educational Purchasing Consortium
- 2.17. Award of Bid for the Roofing and HVAC Replacement Project at the Educational Resource Center (ERC)
- 2.18. Adoption of Resolution No. 1718-28 for California Office of Emergency Services Designating Authorized Agents for the Purpose of Applying for Disaster Assistance Funding
- 3.1. Personnel, Regular
- 3.2. Approval of Agreement with Kontraband Interdiction and Detection Services, Inc. (K.I.D.S.) for the 2018-2019 School Year
- 3.3. Approval of Teacher Induction Program Agreement with SIATech for 2017-2018
- 3.4. Approval of Various Short Term Positions
- 3.5. Approval of District Plan for Serving Expelled Pupils – *pulled for separate consideration*
- 3.6. Adoption of Resolution No. 1718-30 to Eliminate Vacant Classified Non-Management Position

Member Burns moved approval.

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

- 3.5. Approval of District Plan for Serving Expelled Pupils
 Member Ryan explained pulling the item for separate consideration because she did not recall the plan being brought forth for approval in the past. She mentioned Tim Larson, Assistant Superintendent of Pupil Services, had provided her with Education Code that states the Board is required to approve the plan every three years. Member Ryan shared she understood Districts approving their own plan, but did not understand why approval was needed for the County plan; and referenced Education Code requirements. Superintendent Baranski explained the plan was provided by the County Office of Education to all the districts for approval; and may be something that may have been triggered by the new leadership. Member Ryan suggested checking the K-6 box for Community Day School. With the noted change, Member Ryan moved approval.

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

F. DISCUSSION AND/OR ACTION ITEMS

Business Services

1.1. Approval of Monthly Financial Report

Karl Christensen, Assistant Superintendent of Business Services, shared the cash and budget revision transactions through the end of February 2018. He explained the District ended the month with a cash balance of approximately \$12.6 million and it is projected the District will be able to meet all of its financial obligations. Mr. Christensen shared the budget revision report is the same as that presented in January with the Second Interim Report. The District continues to project a small operating deficit this year with declining reserves in the out years. Member Ryan moved approval.

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

1.2. Adoption of Resolution No. 1718-29 for Sale of Former Santee School Site to Second Highest Bidder and Approval of Purchase and Sale Agreement with Haagen Company LLC

Mr. Christensen shared it continues to be extremely challenging to get the former Santee School Site sold to a developer. He mentioned the fifth attempt proved to be unsuccessful when LPC West LLC recently terminated the Purchase and Sale Agreement just before the end of the first six-month contingency period. Mr. Christensen explained that in accordance with the terms of the Board's Sale Resolution, the District approached the next highest bidder, Haagen Company LLC, to see if they were still interested at their bid amount of \$10,605,000. He mentioned Haagen Company LLC was still interested and signed the Purchase and Sale Agreement. Mr. Christensen acknowledged Andy Natker and Mike Ward, from Haagen Company LLC, were in the audience in case the Board had any questions. He explained the Board was being asked to approve the Resolution authorizing offering the property to the second highest bidder; and the Purchase and Sale Agreement. Mr. Christensen explained the Agreement contains the same substantive terms as the prior one for LPC West LLC. He mentioned that if approved by the Board, escrow would open on Friday, April 20 and would close, at the latest, May 15, 2019. Member Burns moved approval. The Board expressed their gratitude towards Haagen Company LLC., for their continued interest in the property.

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

Human Resource/Pupil Services

2.1. Approval of Agreement with PeopleAdmin for Online Automation of Employee Evaluation Process

Tim Larson, Assistant Superintendent of Human Resource/Pupil Services, explained the Board approved an agreement, on June 6, 2018, between PeopleAdmin to develop an electronic personnel system, referred to as "TalentEd Onboarding & Managing." He mentioned the Human Resources department began processing new employees electronically using the TalentEd system in September 2017. Phase II of the PeopleAdmin System, known as TalentEd Perform, will provide online tracking of individual evaluation timelines, performance observations, action plans, and access to electronic evaluation forms. Mr. Larson shared the PeopleAdmin, TalenEd Perform agreement will be for 39-months and will automatically renew for successive 12-month terms. Member Ryan moved approval.

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

G. BOARD POLICIES AND BYLAWS

- 1.1. First Reading: Revised Board Policy 2121, Superintendent's Contract**
Revised Board Policy 2121, Superintendent's Contract, was presented for a first reading. Revised Policy 2121 will return to the next meeting for a second reading and request for approval.
- 1.2. First Reading: Revised Board Policy and Administrative Regulation 5022, Student and Family Privacy Rights**
Revised Board Policy and Administrative Regulation 5022, Student and Family Privacy Rights, were presented for a first reading. Board Policy and Administrative Regulation 5022 will return to the next meeting for a second reading and request for approval.

G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Member Levens-Craig shared visiting Rio Seco School and seeing all the wonderful things being done at the school and meeting new teachers. She mentioned one of the teachers was conducting a "book tasting." Member Levens-Craig explained the students are allowed to briefly review the book and pictures, etc., and then move onto another book. She shared attending a field trip with PRIDE Academy to an equestrian center with two sixth-grade classes. Member Levens-Craig mentioned the field trip was intended for students to use their scientific skills as part of NGSS to observe horses. Students were allowed to roam around in groups and learned about the different type of horses; they got to groom and brush them, and learn their dietary habits, etc. She mentioned most exciting was that the classroom teacher was a former professional horse trainer and she was riding the horses and doing stunts, etc. Member Levens-Craig shared the students' assignment was to develop or create a way, a new idea and/or or product to improve the horses lives. She shared attending the screening of the Resilience film and mentioned the event was very well attended. Member Levens-Craig mentioned the film and community discussion was great; and mentioned she hopes the discussion is continued. She commended Meredith Riffel, Community Collaborative Director, for organizing the event. Member Levens-Craig shared everyone was very complimentary of the District's student teachers.

Member Burns inquired when upcoming enrollment/projections would be shared with the Board. Mr. Larson shared that summaries of preliminary projections would be presented at the next meeting.

President El-Hajj mentioned the screening of the film, Resiliency, was very well attended. She commended the joint efforts of the Community Collaborative and Mrs. Riffel. President El-Hajj shared that all of the people she spoke too wanted to keep the dialogue open. She mentioned there is a need to serve the students but shared the District needs to be cautious on which avenue they decide to take. President El-Hajj shared she would be attending her final Masters of Governance class and would not be attending the Foundation Aloha 5k event.

Member Burns shared he would be helping with set-up at the Aloha 5k but would not be staying for the event due to a family commitment.

Superintendent Baranski presented a draft of the promotion schedule for selection of school assignments. President El-Hajj shared she would be available for any promotion on Monday, in case someone was not able to attend.

Superintendent Baranski shared agreeing with Member Levens-Craig on her comments about the screening of the Resiliency film. She mentioned there was great synergy in the room and the right people were present (with various backgrounds, experience, etc.) attended. She shared there was some excitement on the potential of what could happen in the community. Superintendent Baranski shared one of the outcomes that was generated was that the film be shown at the schools. She shared although she thinks that would be a great idea, she feels this needs to be a coordinated effort and would not like to show the film without having enough backup and support for the community. President El-Hajj shared her feelings were similar to Superintendent Baranski; and mentioned the need to know what the District's responsibilities are before proceeding.

H. CLOSED SESSION

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

1. **Conference with Legal Counsel - Anticipated Litigation** (Gov't. Code § 54956.9)
- *Two Cases*

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 8:36 p.m.

I. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 10:45 p.m. and reported no action was taken.

J. ADJOURNMENT

With no further business, the regular meeting of April 17, 2018 was adjourned at 10:45 pm.

Dustin Burns, Clerk

Kristin Baranski, Secretary

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

April 18, 2018
MINUTES

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

A. OPENING PROCEDURES

The meeting was called to order at 6:00 p.m. by President El-Hajj.

B. PUBLIC COMMUNICATION

There was no public communication.

C. CLOSED SESSION

1. Consideration of Student Matter (Ed. Code § 48918) Student #: 5-1718

The Board entered closed session at 6:00 p.m. to discuss student discipline hearings for student #: 5-1718. This matter was heard by the Santee School Board Members Dianne El-Hajj, Ken Fox, Dustin Burns, and Barbara Ryan, in closed session. Oral and documentary evidence was received. Following the presentation of evidence, President El-Hajj announced the Board members would deliberate and all other persons were asked to leave the room.

D. RECONVENE TO PUBLIC SESSION AND ADJOURNMENT

The Board reconvened to public session at 6:45 p.m.

ACTION TAKEN BY BOARD

It was motioned by Member Burns to expel student #5-1718 from the Santee School District for violation of California Education Code Sections 48900 (f), Attempted to cause/caused damage to school/private property including electronic records, 48900 (l) Knowingly received stolen school or private property, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan:

- Remain at the Santee Success Program through June 12, 2018 or until administration recommends return to a comprehensive campus. Student may return to his previous school.
- Maintain a 3.0 (or better) GPA for scholarship, effort and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 20 hours of community service by September 1, 2018 and provide verification.
- Prepare a letter of apology to teacher and submit to John Schweller.
- Complete all elements of this Rehabilitation Plan by December 30, 2018 and present documentation to verify completion.

A parent must meet with the Coordinator of Pupil Services by April 24, 2018, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

Upon satisfactory completion of all activities in this rehabilitation Plan, the student record will be expunged of this expulsion order.

Motion: Burns
Second Fox
Vote: 4-0

El-Hajj Aye
Fox Aye
Burns Aye

Ryan Aye
Levens-Craig Not Present

E. ADJOURNMENT

The April 17, 2018 special meeting was adjourned at 9:37 p.m.

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

April 18, 2018
MINUTES

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

A. OPENING PROCEDURES

The meeting was called to order at 6:00 p.m. by President El-Hajj.

B. PUBLIC COMMUNICATION

There was no public communication.

C. CLOSED SESSION

1. Consideration of Student Matter (Ed. Code § 48918) Student #: 7-1718

The Board entered closed session at 6:54 p.m. to discuss student discipline hearings for student #: 7-1718. This matter was heard by the Santee School Board Members Dianne El-Hajj, Ken Fox, Dustin Burns, and Barbara Ryan, in closed session. Oral and documentary evidence was received. Following the presentation of evidence, President El-Hajj announced the Board members would deliberate and all other persons were asked to leave the room.

D. RECONVENE TO PUBLIC SESSION AND ADJOURNMENT

The Board reconvened to public session at 7:42 p.m.

ACTION TAKEN BY BOARD

It was motioned by Member Ryan to expel student #7-1718 from the Santee School District for violation of California Education Code Sections 48900 (f), Attempted to cause/cause damage to school/private property including electronic records, 48900 (l) Knowingly received stolen school or private property, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan:

- Remain at the Santee Success Program through June 12, 2018 or until administration recommends return to a comprehensive campus. Student may return to his previous school.
- Maintain a 3.0 (or better) GPA for scholarship, effort and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 20 hours of community service by September 1, 2018.
- Prepare a letter of apology to teacher and submit to John Schweller.
- Administration recommends an assessment to assure student's needs are being met.
- Complete all elements of this Rehabilitation Plan by December 30, 2018 and present documentation to verify completion.

A parent must meet with the Coordinator of Pupil Services by April 24, 2018, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

Upon satisfactory completion of all activities in this rehabilitation Plan, the student record will be expunged of this expulsion order.

Motion: Ryan
Second Fox
Vote: 4-0

El-Hajj Aye
Fox Aye
Burns Aye

Ryan Aye
Levens-Craig Not Present

E. ADJOURNMENT

The April 17, 2018 special meeting was adjourned at 9:37 p.m.

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

April 18, 2018
MINUTES

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

A. OPENING PROCEDURES

The meeting was called to order at 6:00 p.m. by President El-Hajj.

B. PUBLIC COMMUNICATION

There was no public communication.

C. CLOSED SESSION

1. Consideration of Student Matter (Ed. Code § 48918) Student #: 6-1718

The Board entered closed session at 8:02 p.m. to discuss student discipline hearings for student #: 6-1718. This matter was heard by the Santee School Board Members Dianne El-Hajj, Ken Fox, Dustin Burns, and Barbara Ryan, in closed session. Oral and documentary evidence was received. Following the presentation of evidence, President El-Hajj announced the Board members would deliberate and all other persons were asked to leave the room.

D. RECONVENE TO PUBLIC SESSION AND ADJOURNMENT

The Board reconvened to public session at 9:35 p.m.

ACTION TAKEN BY BOARD

It was motioned by Member Fox to expel student #6-1718 from the Santee School District for violation of California Education Code Sections 48900 (f), Attempted to cause/caused damage to school/private property including electronic records, 48900 (l) Knowingly received stolen school or private property, and Santee School District Board Policies 5144.1: Pupil Discipline: Suspension and Expulsion 5144.4: Administrative Review, and related Administrative Regulations.

The expulsion shall be immediately suspended herewith, and the student shall complete the following elements in a Rehabilitation Plan:

- Remain at the Santee Success Program through June 12, 2018 or until administration recommends return to a comprehensive school. Student may return to his previous school.
- Maintain a 2.0 (or better) GPA for scholarship, effort and citizenship performance.
- Receive no new suspensions.
- Attend school regularly with no unexcused absences or tardies.
- Perform 20 hours of community service by January 12, 2018.
- Prepare a letter apology to teacher and submit to John Schweller.
- Complete all elements of this Rehabilitation Plan by December 30, 2018 and present documentation to verify completion.

A parent must meet with the Coordinator of Pupil Services by April 24, 2018, to review and sign the Rehabilitation Plan. If the parent fails to meet within the designated time and/or does not sign the Rehabilitation Plan, the student may be expelled without further Board action.

Upon satisfactory completion of all activities in this rehabilitation Plan, the student record will be expunged of this expulsion order.

Motion: Fox
Second Burns
Vote: 4-0

El-Hajj Aye
Fox Aye
Burns Aye

Ryan Aye
Levens-Craig Not Present

E. ADJOURNMENT

The April 17, 2018 special meeting was adjourned at 9:37 p.m.

Consent Item D.2.1.
Prepared by Karl Christensen
May 1, 2018

Approval/Ratification of Travel Requests

BACKGROUND:

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

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

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

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

RECOMMENDATION:

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

This recommendation supports the following District goal:

Staff Development

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

FISCAL IMPACT:

The estimated travel expenses are \$5,354, and substitute costs of \$2,760, as disclosed on the following page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.1.

Board Travel Report - May 1, 2018

Travel Dates	Attendees	Site or Dept.	Conference or Workshop	Location	Sub Cost	Estimated Expenses	Budget	Purpose of Travel
Wed-Fri, 05/02/18 - 05/04/18	Michelle Hart	Pepper Drive	Brain-based Science, Learning, and Achievement: Pre-K through 12th	San Diego	\$345	\$553	Professional Development	This 3-day workshop will provide information on brain-based science, learning, and achievement.
	Lori Zurmuhle	Chet F. Harritt			\$345	\$553	Professional Development	
	Anne Coman	Charlton Hills			\$0	\$553	Professional Development	
	Leslie Wiley	Cajon Park			\$345	\$553	Professional Development	
	Char Hunt	Rio Seco			\$0	\$553	Professional Development	
	Shannon Telief	Carlton Oaks			\$0	\$553	Professional Development	
Saeja Keehan	Cajon Park	\$345	\$553	Professional Development				
Tuesday, 05/08/18	Elena Levens-Craig	Board of Education	Leadership in Biliteracy Symposium	La Jolla	\$0	\$74	Board of Education	Celebration and acknowledgement of District's leaders in biliteracy.
	Kristin Baranski	Superintendent's Office			\$0	\$74	Superintendent's Office	
	Bonner Montler	District Office			\$0	\$74	Educational Services	
	Elvia Mariscal	Educational Services			\$0	\$74	Educational Services	
	Mary Kelly	LAS Honoree			\$0	\$74	Educational Services	
	Jim Kelly	Guest			\$0	\$74	Educational Services	
Mon-Tues, 05/14/18 - 05/15/18	Niki Torres	Pepper Drive	BEST Behavior: Building Positive Behavioral Interventions and Supports	SDCOE	\$230	\$110	Title I	This 2-day workshop will focus on building positive behavioral interventions and support systems.
	Armanda Kelso	Pepper Drive			\$230	\$110	Title I	
	Sarah Mowrey	Pepper Drive			\$230	\$110	Title I	
	Kristin Haley	Pepper Drive			\$230	\$110	Title I	
	Kim Sellers	Pepper Drive			\$230	\$110	Title I	
	Karen Butsko	Pepper Drive			\$230	\$110	Title I	
Tues-Tues, 05/29/18 - 06/05/18	Dianne El-Hajj	Board of Education	Legitimate and Effective School Bond Course	Online	\$0	\$379	Board of Education	This course will provide information and school bond oversight.
Travel Requests That Require Airfare, Overnight Stay, and/or Travel Outside of the State of California								
Friday, 04/27/18	Dr. Stephanie Pierce	Educational Services	ACSA Legislative Policy Committee	Sacramento	\$0	\$0	Costs Paid by ACSA	ACSA Board to review assembly and legislative bills.

Consent Item D.2.2. Approval/Ratification of Revolving Cash Report
Prepared by Karl Christensen
May 1, 2018

BACKGROUND:

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

RECOMMENDATION:

It is recommended that the Board of Education approve checks #24603 through #24604 on the \$20,000 Revolving Cash Account.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$1,298.97 as disclosed on the following report.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

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

Date	Number	Name	Memo	Amount
03/28/18	22603	Daniel Saksa	March payroll adjustment	1,098.02
04/13/18	22604	Wal Mart	Lorene Forster	200.00

Total Checks Written \$1,298.02

03/31/18 **March 2018 bank fee** 0.95

Total to be Reimbursed \$1,298.97

Total to Deduct from Future Reimbursement

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Received From</i>	<i>Designated For Use At</i>
DONATIONS			
Miscellaneous School Supplies	\$75.00	Loan Depot and E2 Realty	Rio Seco School
Funds to Sponsor the "Classified Employee Appreciation Lunch"	\$700.00	Mission Federal Credit Union	Districtwide
Funds to Sponsor the "Salute to Excellence" Event	\$1,300.00	Mission Federal Credit Union	Districtwide
GRANTS			
(None)			
BEQUESTS			
(None)			
TOTAL RECEIVED	\$2,075.00		

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The donations, grants, and/or bequests listed above are valued at \$2,075.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

BACKGROUND:

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

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

The Internal Revenue Service requires an analysis of the nature and type of work performed to determine whether the service provider qualifies as an independent contractor to be paid by commercial warrant or an employee to be paid by payroll warrant for withholding and payment of appropriate payroll taxes. This analysis generally involves an assessment of the degree of control the District will have over the service provider's schedule and work methods.

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

RECOMMENDATION:

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

This recommendation supports the following District goals:

Educational Achievement

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is disclosed on the attached page.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

**Consultant / General Service Provider Report
May 1, 2018**

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Amount	Funding	Payment Type (Independent Contractor or Employee)
		(none)				

Agreements Below Were Approved by the Board of Education and Have Exceeded Original Budgeted Amount

Vendor Name	Type (Consultant or General Service Provider)	Description of Services	Date(s) of Service	Original Amount and Approval Date	Requested Increase/ Contract Total	Funding	Payment Type (Independent Contractor or Employee)
Richard Griswold	Consultant	Psychologist Services	12/20/17 - 6/30/18	\$20,000.00 - 2/6/18	\$20,000.00 / \$40,000.00	Special Education	Employee

Consent Item D.2.5. Approval/Ratification of Expenditure Transactions
Prepared by Karl Christensen Charged to District Issued Purchasing Cards (P-Cards)
May 1, 2018

BACKGROUND:

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

RECOMMENDATION:

It is recommended that the Board of Education approve/ratify expenditure transactions charged to District P-Cards for the period March 1 through March 31, 2017.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

There were 164 transactions totaling \$19,708.94 charged to various funds.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.5.

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180313	ABEL,CATHY	CHILD NUTRITION	SMARTNFINAL39810803989	3.19	Broccoli
20180314	ABEL,CATHY	CHILD NUTRITION	AMAZON MKTPLACE PMTS	130.04	Cargo Straps for Delivery Vans
20180318	ABEL,CATHY	CHILD NUTRITION	DELL SALES & SERVICE	71.10	Toner for printer
20180318	ABEL,CATHY	CHILD NUTRITION	DELL SALES & SERVICE	71.10	Toner for printer
20180321	ABEL,CATHY	CHILD NUTRITION	SMARTNFINAL92910809291	17.56	Dairy free cheese
20180321	ABEL,CATHY	CHILD NUTRITION	VONS #1897	30.94	Food for Special Programs
				<u>323.93</u>	
20180326	ALBERT,DIANN L	CHET F. HARRITT	POSITIVE PROMOTIONS IN	552.56	Pins and banners for Volunteer Brunch
				<u>552.56</u>	
20180308	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	68.97	Board meeting supplies
20180314	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	16.99	Secretaries' meeting supplies
20180322	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	VONS #1897	45.99	Board meeting supplies
20180326	ARREOLA,LISA	SUPERINTENDENT'S OFFICE	AMAZON MKTPLACE PMTS W	35.92	Supplies for Salute to Excellence event
				<u>167.86</u>	
20180308	AVILA,EVONN	BUSINESS SERVICES	CO FOR ADQ S H	390.00	New Requirements of the School Facility Programs Workshop (D. Brown)
20180314	AVILA,EVONN	BUSINESS SERVICES	CO FOR ADQ S H	(94.00)	Workshop registration discount for members (D. Brown)
				<u>296.00</u>	
20180308	BAKER,HOPE	OST PROGRAMS	SMARTNFINAL92910809291	72.17	YALE snack items juice, milk
20180313	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	229.40	Supplies for Spring Break for YALE preschool
20180313	BAKER,HOPE	OST PROGRAMS	MICHAELS STORES 3256	27.72	Classroom supplies and writing booklets for YALE preschool
20180323	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	28.66	Ice Cream treats for YALE and class room supplies, paper
20180326	BAKER,HOPE	OST PROGRAMS	TARGET 00014852	31.25	Classroom supplies for activities, doodleboard, magnetics
20180330	BAKER,HOPE	OST PROGRAMS	WAL-MART #1917	129.25	Cleaners, outlet plugs, hamper, stapler, wiggle eyes, sponge for classroom supplies for YALE
20180330	BAKER,HOPE	OST PROGRAMS	OFFICE DEPOT #908	53.86	Cork board for YALE classroom
				<u>572.33</u>	
20180302	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	EASYKEYSCOM INC	14.00	Lock Supplies
20180302	BECKER,CHRISTINA	FACILITIES & MAINTENANCE	HYATT HOTELS	527.60	Sacramento CASH Conference
				<u>541.60</u>	
20180319	BENEDETTO,ANGELO	CARLTON HILLS	THE HOME DEPOT #0673	28.96	Paint for spraying lines on PE field.
20180322	BENEDETTO,ANGELO	CARLTON HILLS	YEARBOOKS	200.00	Yearbooks for staff members.
				<u>228.96</u>	
20180308	BILLICK,JERI	SYCAMORE CANYON	SMARTNFINAL92910809291	60.95	Popcorn perfect attendance recess
20180320	BILLICK,JERI	SYCAMORE CANYON	MOBYMAX	49.00	Digital program/curriculum for skill improvement
20180322	BILLICK,JERI	SYCAMORE CANYON	CARTERS HAY & GRAIN, I	14.50	Chicken food
20180323	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	416.40	Shades sails for old lunch area to create kindergarten outdoor learning enviomrnt
20180326	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	9.99	Wrist bands for Jog-A-Thon
20180327	BILLICK,JERI	SYCAMORE CANYON	AMAZON MKTPLACE PMTS	479.80	Headphones for testing SBAC
				<u>1,030.64</u>	
20180311	BONSER,KRISTEN	PRIDE ACADEMY	UTC ICE	623.00	7/8 grade Tri 2 GPA field trip
20180316	BONSER,KRISTEN	PRIDE ACADEMY	DOLLAR TREE	9.80	PBIS behavior incentives
20180316	BONSER,KRISTEN	PRIDE ACADEMY	DOLLAR TREE	11.85	ELAC Parent Involvement
20180325	BONSER,KRISTEN	PRIDE ACADEMY	DOMINO'S 7708	185.76	Tri 2 Achieve 3000 Award Recipients
				<u>830.41</u>	
20180307	BRASHER,PAMELA	OST PROGRAMS	WALMART.COM	254.31	Toys, sand toys
20180309	BRASHER,PAMELA	OST PROGRAMS	STAPLES 00102764	102.34	ERC Technology supplies, USB, Lexar 256GB
20180309	BRASHER,PAMELA	OST PROGRAMS	WALMART.COM	234.88	Toys and games, Just Dance, Bingo, for CO and ERC Project SAFE
20180314	BRASHER,PAMELA	OST PROGRAMS	EDUCATIONAL INNOVATION	140.72	OSTP instruction items for Spring Break (Stem) pipe cleaners and beads
20180318	BRASHER,PAMELA	OST PROGRAMS	99 CENTS ONLY STORES #	121.75	Spring Break for Project SAFE stem items. Ice cube trays, pop up foil sheets, solar lights
20180322	BRASHER,PAMELA	OST PROGRAMS	WAL-MART #1917	115.95	Stem idems for Spring Break cookware, wax paper, paint.
20180323	BRASHER,PAMELA	OST PROGRAMS	THE HOME DEPOT #0673	20.43	Stem items for Spring Break cable ties.
				<u>990.38</u>	
20180314	EDMONSTON,ERICA	RIO SECO	SMARTNFINAL92910809291	87.91	Ice Cream for Honor Roll Ice Cream Party
20180316	EDMONSTON,ERICA	RIO SECO	AMAZON MKTPLACE PMTS W	261.13	Science Lab equipment
20180318	EDMONSTON,ERICA	RIO SECO	AMAZON MKTPLACE PMTS	74.49	Science Lab equipment
20180319	EDMONSTON,ERICA	RIO SECO	AMAZON MKTPLACE PMTS W	350.65	Science Lab equipment
20180319	EDMONSTON,ERICA	RIO SECO	AMAZON.COM AMZN.COM/BI	75.41	Science Lab equipment
				<u>849.59</u>	
20180302	HECK,TERRY	PRIDE ACADEMY	AMAZON MKTPLACE PMTS	8.69	Magnetic backing for name badges.
20180311	HECK,TERRY	PRIDE ACADEMY	UTC ICE	623.00	8th grade incentive field trip
20180330	HECK,TERRY	PRIDE ACADEMY	AMAZON.COM AMZN.COM/BI	111.66	6 copies of "Mindset Mathematics", Gr. 5
				<u>743.35</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180302	HICKS,TYLENE	CHET F. HARRITT	4ALLPROMOS	86.47	Ribbons for Running Club/PE
20180305	HICKS,TYLENE	CHET F. HARRITT	BARCODESINC	193.95	Run scanner for our Run Club/PE
20180305	HICKS,TYLENE	CHET F. HARRITT	GCI'MSCN-FRND-WB	112.76	Recorders for our music rotation
20180305	HICKS,TYLENE	CHET F. HARRITT	DEMCO INC	126.13	Library supplies: book jacket covers, shelf markers, etc.
20180307	HICKS,TYLENE	CHET F. HARRITT	AMAZON COM AMZN COM/BI	71.10	HP 12A Black Toner Cartridge
20180309	HICKS,TYLENE	CHET F. HARRITT	OFFICE DEPOT #908	65.01	Hanging file folders, envelopes, binder pockets, pens
20180311	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	43.93	Sand toys and bags for the sandbox on the playground
20180312	HICKS,TYLENE	CHET F. HARRITT	AMAZON MKTPLACE PMTS	8.58	Mesh bags for sand toys
20180314	HICKS,TYLENE	CHET F. HARRITT	WAL-MART #1917	42.60	Legos for STEAM Rotations
20180315	HICKS,TYLENE	CHET F. HARRITT	PARTY CITY	89.28	Shamrock STEAM Supplies for STEAM Rotation
				<u>839.81</u>	
20180301	HOOKS, TED A	PEPPER DRIVE	SOCIAL STUDIES SCH SRV	120.62	Supplemental Social Studies materials (Title I)
20180309	HOOKS, TED A	PEPPER DRIVE	WWW COSTCO COM	1,518.99	Storage shed for construction
20180320	HOOKS, TED A	PEPPER DRIVE	AUDIBLE US	1.74	Accidental personal purchase to be reimbursed to district
				<u>1,641.35</u>	
20180309	JOHNSTON, ANDREW	CARLTON OAKS	PRINCIPALS ESSENTIALS	189.00	Women's History Month banner for Library
20180315	JOHNSTON, ANDREW	CARLTON OAKS	WILLY'S ELECTRONICS	43.05	Computer Supply
				<u>232.05</u>	
20180323	LOCKE, SUMMER	PEPPER DRIVE	SMARTNFINAL39810803989	86.49	Honor Roll Activity Ice Cream and Root Beer Float supplies
				<u>86.49</u>	
20180301	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	JAMF SOFTWARE, LLC	79.95	Mac Management Tool
20180302	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE.COM	24.99	Security System
20180304	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	ONSIGN TV	1,791.79	School signage software
20180306	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	THE TOLL ROADS OF OC	7.76	Toll Fee
20180313	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	337.53	Cabling and supplies for PD portable moves
20180314	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	WILLY'S ELECTRONICS	15.09	Cabling and supplies for PD portable moves
20180316	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS W	(29.95)	Return - Nameplate Holders
20180321	MARSMAN, MATTHEW	INFORMATION TECHNOLOGY	SIMPLISAFE.COM	24.99	Security System
				<u>2,252.15</u>	
20180302	MARTIN, SUZANNE	HILL CREEK	THE HOME DEPOT 673	560.51	Lumber - F2T Home Depot
20180315	MARTIN, SUZANNE	HILL CREEK	AMAZON MKTPLACE PMTS	10.71	Volunteer Luncheon- decorations and supplies. Donations budget
20180315	MARTIN, SUZANNE	HILL CREEK	AMAZON MKTPLACE PMTS	7.99	Volunteer Luncheon- decorations and supplies. Donations budget
20180316	MARTIN, SUZANNE	HILL CREEK	LINENTABLECLOTH.COM	41.09	Volunteer Luncheon & supplies. Donations budget
20180319	MARTIN, SUZANNE	HILL CREEK	AMAZON.COM	128.88	Volunteer luncheon decorations & supplies. Donations budget
20180321	MARTIN, SUZANNE	HILL CREEK	VISTAPR*VISTAPRINT.COM	31.23	Volunteer luncheon & supplies. Donations budget
20180323	MARTIN, SUZANNE	HILL CREEK	PARTY CITY	97.79	Volunteer luncheon decorations. Donations budget
				<u>878.20</u>	
20180304	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS	16.15	Game for SDC classroom
20180305	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS W	198.16	SDC Classroom supplies
20180307	MCGINTY, MIRIAM	SPECIAL EDUCATION	MICHAELS STORES 3256	30.16	Velcro for SDC classroom
20180307	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS W	17.23	Keyboard for student
20180308	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS W	39.73	Dixie cups for SDC Preschool classroom
20180311	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS W	130.39	Pre K SDC Classroom Supplies
20180312	MCGINTY, MIRIAM	SPECIAL EDUCATION	AMAZON MKTPLACE PMTS W	13.95	Mouse pad for Sp'ed secretary
20180313	MCGINTY, MIRIAM	SPECIAL EDUCATION	THESTAMPMAKER	15.90	Stamp for OT student
20180315	MCGINTY, MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	1.61	Gel pen
20180315	MCGINTY, MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	26.55	Pens for Admin
20180322	MCGINTY, MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	26.74	Labeling tape for District Nurse Pens
20180327	MCGINTY, MIRIAM	SPECIAL EDUCATION	ACADEMIC THERAPY PUBLI	79.42	SLP Protocols
20180329	MCGINTY, MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	26.71	Filing sorter
20180329	MCGINTY, MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	19.28	Labeling tape (incorrect-see refund)
20180329	MCGINTY, MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	(19.28)	Return for credit sent wrong tape
20180330	MCGINTY, MIRIAM	SPECIAL EDUCATION	OFFICE DEPOT #5125	29.07	Correction plus pens for free shipping
				<u>651.77</u>	
20180302	MCKINNON, KATHY	EDUCATIONAL SERVICES	SMARTNFINAL92910809291	40.08	IMFRP - Science/Positive Preventions - supplies
20180322	MCKINNON, KATHY	EDUCATIONAL SERVICES	SMARTNFINAL92910809291	14.53	Prof. Dev. - Food - 3/22/18 ILT Meeting
				<u>54.61</u>	
20180313	MINUTELLI, DAWN	EDUCATIONAL SERVICES	USPS PO 0570200071	29.70	State Preschool - Postage
20180323	MINUTELLI, DAWN	EDUCATIONAL SERVICES	ACE PARKING 0375	7.00	Prof. Dev. - Travel/Parking - History Social Science Framework Event
20180323	MINUTELLI, DAWN	EDUCATIONAL SERVICES	VONS #1897	65.37	State Preschool - Food - Parent Meeting
				<u>102.07</u>	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180323	MONTLER,BONNER M	EDUCATIONAL SERVICES	NCS PEARSON	762.26	Otis-Lennon Student Achievement Tests for GATE screening
20180325	MONTLER,BONNER M	EDUCATIONAL SERVICES	AMAZON MKTPLACE PMTS	39.95	Computer keyboard with Arabic characters for English to Arabic translations
				802.21	
20180306	OLANDER,MICHAEL	CAJON PARK	AMAZON MKTPLACE PMTS	6.59	S Video adapter for projector
20180307	OLANDER,MICHAEL	CAJON PARK	PINK DONUT	7.00	Staff instructional rounds incentives
20180307	OLANDER,MICHAEL	CAJON PARK	SMARTNFINAL92910809291	18.43	Staff instructional rounds incentives
20180313	OLANDER,MICHAEL	CAJON PARK	SMARTNFINAL92910809291	43.96	School hats for fundraising for 6th Grade Camp
20180322	OLANDER,MICHAEL	CAJON PARK	TSHIRT MART	362.64	Staff Appreciation
				438.62	
20180316	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	ALBERTSONS 1569	168.14	Prof. Dev. - Food/Travel - S. Pierce, D. Minutelli, CRTs - CUE Conference
20180316	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	JJS OASIS LATINO	110.93	Prof. Dev. - Food/Travel - S. Pierce, D. Minutelli, CRTs - CUE Conference
20180318	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	PEABODY'S CAFE	31.08	Prof. Dev. - Food/Travel - S. Pierce, D. Minutelli - CUE Conference
20180327	PIERCE,STEPHANIE	EDUCATIONAL SERVICES	YPS*RDD HA-45QFT7	(1,000.00)	Prof Dev - Travel - Lodging CUE Conference - Deposit Refund
				(689.85)	
20180313	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON MKTPLACE PMTS	43.08	USB to ethernet cable adapter for two CRT MacBooks.
20180314	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON MKTPLACE PMTS	325.04	Materials need to begin digitizing analog media collection in district library.
20180314	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	APL* ITUNES COM/BILL	15.95	Apps to test for special education preschool
20180315	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON.COM	34.80	2 Sandisk flash memory cards
20180323	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	ACE PARKING 0375	7.00	Parking fee for History Social-Science training.
20180326	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	APL* ITUNES COM/BILL	1.29	Song for use in teacher recruitment video.
20180326	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON.COM AMZN COM/BI	19.13	Book on Inquiry.
20180326	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON.COM AMZN COM/BI	26.93	Additional book on inquiry.
20180328	PROUTY,DANIEL J	INSTRUCTIONAL TECHNOLOGY	AMAZON MKTPLACE PMTS	69.49	TV monitor stand
				542.71	
20180308	RIFFEL,MEREDITH	PUPIL SERVICES	SMARTNFINAL92910809291	11.87	Snacks for collaborative meetings
				11.87	
20180301	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	14.24	Farm to Table supplies
20180302	ROSA,JIM	HILL CREEK	PAYPAL *PROTECTCONN	200.00	Conference sign up fee
20180304	ROSA,JIM	HILL CREEK	PAYPAL *PROTECTCONN	50.00	Conference sign up fee
20180305	ROSA,JIM	HILL CREEK	AMAZON.COM	13.55	Classroom materials
20180305	ROSA,JIM	HILL CREEK	AMAZON.COM	41.33	Classroom materials
20180307	ROSA,JIM	HILL CREEK	AMAZON.COM	38.48	Office supplies
20180307	ROSA,JIM	HILL CREEK	THE HOME DEPOT 673	492.10	Lumber - Home Depot
20180311	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	6.44	Resource books
20180311	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS	5.44	Resource books
20180312	ROSA,JIM	HILL CREEK	AMAZON MKTPLACE PMTS W	54.95	Office toner (not available through stores)
20180314	ROSA,JIM	HILL CREEK	AMAZON.COM AMZN COM/BI	23.10	Purchase from PTSA grant
20180314	ROSA,JIM	HILL CREEK	AMAZON.COM AMZN COM/BI	18.37	Purchase from counseling grant
20180314	ROSA,JIM	HILL CREEK	AMAZON.COM	29.72	Teacher resource materials
				987.72	
20180305	SAUNDERS,LEAH	CARLTON OAKS	HOMEGOODS #295	32.30	Office supplies
20180307	SAUNDERS,LEAH	CARLTON OAKS	OFFICE DEPOT #908	22.61	Office supplies
20180308	SAUNDERS,LEAH	CARLTON OAKS	AMAZON.COM	72.00	Professional Development
20180321	SAUNDERS,LEAH	CARLTON OAKS	AMAZON.COM AMZN COM/BI	15.12	Professional Development
				142.03	
20180305	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	29.99	Blue tooth speaker for SSP
20180306	SCHWELLER,JOHN	PUPIL SERVICES	AMAZON MKTPLACE PMTS	336.80	Benches for SSP garden
				366.79	
20180312	SHEEN,KRISTINA D	OST PROGRAMS	OTC BRANDS, INC.	381.16	Seed pots, space puzzles, spring prizes and crafts for Break
20180322	SHEEN,KRISTINA D	OST PROGRAMS	ALS SPORT SHOP	269.38	Banner for Rio Seco Project SAFE Parking for Project SAFE families
20180323	SHEEN,KRISTINA D	OST PROGRAMS	THE HOME DEPOT #0673	33.90	Stem Items for Spring Break cable ties
20180326	SHEEN,KRISTINA D	OST PROGRAMS	OTC BRANDS, INC.	174.31	Cajon Park craft supplies, loop refills, zoo masks, bird houses
20180328	SHEEN,KRISTINA D	OST PROGRAMS	OTC BRANDS, INC.	8.17	Cajon Park craft supplies, loop refills, zoo masks, bird houses continuation of previous receipt
				866.92	
20180322	SIMKO,JOHANNA	CAJON PARK	SMARTNFINAL92910809291	48.30	ELAC Parent Meeting Refreshments
20180323	SIMKO,JOHANNA	CAJON PARK	REGAL CINEMAS PARKWAY	1,391.00	6th grade honor roll field trip to see "A Wrinkle in Time"
20180325	SIMKO,JOHANNA	CAJON PARK	SMARTNFINAL92910809291	23.92	Popsicle party for attendance
20180331	SIMKO,JOHANNA	CAJON PARK	REGAL CINEMAS PARKWAY	(42.80)	Reimbursement for unused tickets
				1,420.42	

PURCHASE DATE	CARDHOLDER	DEPARTMENT	MERCHANT NAME	PURCHASE AMOUNT	PURCHASE DESCRIPTION
20180313	SIMPSON,DEBRA	RIO SECO	TEACHERSPAYTEACHERS.CO	45.00	Science curriculum materials
20180313	SIMPSON,DEBRA	RIO SECO	GTM DISCOUNT GENERAL S	173.46	Culinary arts elective supplies.
20180314	SIMPSON,DEBRA	RIO SECO	AMAZON.COM	237.03	Math materials for Jr High.
20180319	SIMPSON,DEBRA	RIO SECO	TJ MAXX #863	51.67	Frying pans and culinary scissors for culinary arts elective.
20180325	SIMPSON,DEBRA	RIO SECO	OTC BRANDS, INC.	26.95	Math manipulatives for 1st grade. Foam dice
				<u>534.11</u>	
20180308	SOUTHCOTT,STEPHANIE	CARLTON HILLS	AMAZON MKTPLACE PMTS W	23.24	Mesh bag for PE equipment
20180309	SOUTHCOTT,STEPHANIE	CARLTON HILLS	SCHOOLSTICKERS.COM	44.16	Incentives for robotics program
20180318	SOUTHCOTT,STEPHANIE	CARLTON HILLS	AMAZON MKTPLACE PMTS	7.99	Sp Ed fidgets
20180321	SOUTHCOTT,STEPHANIE	CARLTON HILLS	AMAZON MKTPLACE PMTS W	48.48	Sp Ed fidgets & paper cutter
20180321	SOUTHCOTT,STEPHANIE	CARLTON HILLS	ACCO BRANDS DIRECT	60.32	Admin supplies
				<u>184.19</u>	
20180301	STARKEY,MARK	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	107.64	External disc drives & cases x 3 for CP
20180301	STARKEY,MARK	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	21.54	HP laptop power adapter for Suzanne Robinson
20180312	STARKEY,MARK	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	34.99	Heiyo iPad Active Stylus-Capacitive Digital Pen
20180323	STARKEY,MARK	INFORMATION TECHNOLOGY	AMAZON MKTPLACE PMTS	70.92	3 HDMI to VGA adapters, 3 Display to DVI adapters
				<u>235.09</u>	
				<u><u>19,708.94</u></u>	

Consent Item D.2.6.
Prepared by Karl Christensen
May 1, 2018

Adoption of Resolution No. 1718-31 Requesting
Temporary Transfer of Funds

BACKGROUND:

Resolution No. 1718-31 provides for the temporary transfer of funds by the County Treasurer to the District's account as a tax anticipation loan if and when such a transfer is needed to meet district financial obligations.

The District receives a considerable amount of State apportionment which is scheduled for distribution at the end of each month. There have been times the apportionment has not been received by the last day. If this happens during a period when cash on hand is insufficient to meet a payroll, it could present a problem. Approval of this resolution will provide the flexibility to avoid cash flow problems. This is an annual concern and occurrence.

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1718-31 requesting temporary transfer of funds for the 2018-19 school year.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

If directed by the Board of Supervisors, funds will be transferred to the District by the Treasurer of the County of San Diego in sums as requested by the District Superintendent and certified by her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the District not to exceed the maximum amount specified in the following resolution.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.6.

RESOLUTION NO. 1718-31

RESOLUTION OF GOVERNING BOARD OF
SANTEE SCHOOL DISTRICT REQUESTING
TEMPORARY TRANSFER OF FUNDS

On motion of member _____, seconded by member _____
the following resolution is adopted:

WHEREAS, the California Constitution, Article XVI, Section 6 and Education Code section 42620 or 85220 provide that the Treasurer of the County shall have the power and it shall be his duty to make such temporary transfer from the funds in his custody as may be necessary to provide funds, meeting the obligations incurred for maintenance purposes by any district whose funds are in his custody and are paid out solely through his office; such temporary transfer of funds shall be made only upon resolution adopted by the governing board of the County to make such temporary transfer; such temporary transfer of funds shall not exceed 85% of taxes accruing to the district, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the taxes accruing to such district before any other obligation of the district is met from such taxes; and

WHEREAS, on June 19, 2018, the Board of Education will adopt a final budget.

For this District for the fiscal year 2018-19 pursuant to the provisions of the Education Code sections 42127 or 70901, and taxes accruing to the district for said fiscal year are estimated to be \$15,904,090; and

WHEREAS, taxes accrued to the District during the 2017-18 fiscal year are estimated to be \$15,904,090; and

WHEREAS, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this District; AND NOW THEREFORE

IT IS RESOLVED AND ORDERED pursuant to the provisions of the California Constitution, Article XVI, Section 6, and Education Code section 42620 or 85220 as follows:

1. The Board of Supervisors of the County of San Diego is requested to direct the Treasurer of the County of San Diego to make a temporary transfer from the funds in his custody to this District during the 2018-19 fiscal year to meet obligations incurred for maintenance purposes in the amount of:
 - a) \$2,703,695 for the period from July 1 until August 31 not to exceed 17% of the authorized limit.

- b) \$13,518,477 after August 31 but not to exceed a total of 85% of taxes accruing to the District. This amount represents the total available temporary transfer approved by the governing board for the 2018-19 fiscal year inclusive of the 17% shown in (a) above.
2. If directed by the Board of Supervisors, funds will be transferred to this District by the Treasurer of the County of San Diego in sums as requested by the District Superintendent and certified by him/her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the district not to exceed the maximum amount herein specified, provided the Treasurer determines that funds in his custody are available for such transfers.
 3. The Clerk/Secretary of this Board is directed to file a copy of this resolution with the Board of Supervisors, the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.

PASSED AND ADOPTED by the Board of Education of the Santee School District, County of San Diego, State of California, this 1st day of May, 2018 by the following votes:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

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

Dustin Burns, Clerk of the Board of Education

Date

Consent Item D.2.7. Approval of Interdistrict Attendance Agreements
 Prepared by Karl Christensen
 May 1, 2018

BACKGROUND:

Each year agreements are completed between San Diego County school districts to permit regular and special education children to make application to attend school in a district other than the district of residence. While we do enter into these agreements on a routine basis, any student requesting an interdistrict transfer must complete an individual request, which is reviewed on a case-by-case basis. Each school capacity is established separately and when the capacity is reached, the school is closed to new interdistrict transfer requests. Currently, Interdistrict Attendance Agreements are in place for the districts listed below for the term noted:

Alpine Union	7/1/16 – 6/30/21 (5yrs)	Oceanside Unified	7/1/16 – 6/30/21 (5yrs)
Cajon Valley Union	7/1/16 – 6/30/21 (5yrs)	Poway Unified	7/1/16 – 6/30/21 (5 years)
Carlsbad Unified	7/1/16 – 6/30/21 (5yrs)	Ramona Unified	7/1/16 – 6/30/21 (5 years)
Coronado Unified	7/1/16 – 6/30/21 (5yrs)	San Diego Unified	7/1/14 – 6/30/19 (5yrs)
Del Mar	7/1/16 – 6/30/21 (5 years)	San Dieguito Union	7/1/16 – 6/30/21 (5 yrs)
Escondido Union	7/1/16 – 6/30/21 (5yrs)	San Ysidro	7/1/16 – 6/30/21 (5yrs)
Fallbrook Union	7/1/16 – 6/30/21 (5yrs)	Solana Beach	7/1/15 – 6/30/20 (5yrs)
Jamul-Dulzura Union	7/1/16 – 6/30/21 (5yrs)	South Bay Union	7/1/15 – 6/30/20 (5yrs)
Julian Union	7/1/16 – 6/30/21 (5yrs)	Sweetwater Union	7/1/16 – 6/30/21 (5yrs)
La Mesa-Spring Valley	7/1/16 – 6/30/21 (5yrs)	Temecula Valley Unified	7/1/16 – 6/30/21 (5yrs)
Lemon Grove	7/1/15 – 6/30/20 (5yrs)	Vista Unified	7/1/16 – 6/30/21 (5yrs)
Mountain Empire Unified	7/1/16 – 6/30/21 (5yrs)	Warner Unified	7/1/16 – 6/30/21 (5 yrs)
Murrieta Valley Unified	7/1/16 – 6/30/21 (5yrs)		
Administration recommends that the Interdistrict Attendance Agreements for the Districts listed below be approved for the term noted:			
Chula Vista Elementary	7/1/18 – 6/30/19 (1 yr)	Dehesa	7/1/18 – 6/30/23 (5 yrs)
Lakeside Union	7/1/18 – 6/30/22 (4 yrs)		

RECOMMENDATION:

It is recommended that the Board of Education approve the Interdistrict Attendance Agreements listed above.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.7.

BACKGROUND:

In order to maintain a current register of persons authorized to act on behalf of the District pursuant to various sections of the Education Code, it is necessary that the Board of Education pass a series of resolutions prior to the beginning of each fiscal year.

RECOMMENDATION:

Administration recommends adoption of the attached resolutions:

- Resolution No. 1718-32 - Resolution Designating Authorized Agent to Receive Mail and Pick Up Warrants at the County Office of Education.
- Resolution No. 1718-33 - Resolution Designating Authorized Agent to Sign Payroll Payment Order.
- Resolution No. 1718-34 - Resolution to Release Credential Held Warrants to Employees
- Resolution No. 1718-35 - Designating Authorized Agent to Sign School Orders (Commercial Warrants).
- Resolution No. 1718-36 - Resolution Authorizing the Replacement of Warrants

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

There is no fiscal impact in adopting these resolutions. The purpose of adopting these resolutions is to maintain a current register of persons authorized to act on behalf of the District.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.8.

RESOLUTION # 1718-32
RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

Santee School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2018 through June 30, 2019.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is Tory Long.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

Karl Christensen, Tory Long, Karen Lippert, Dianne Brown, Kiva Quezada, Lorie Schmitz, Jennifer Ashburn, Nancy Stasch

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

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

PASSED AND ADOPTED by said Governing Board on May 1, 2018 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Dustin Burns / Clerk of the Governing Board

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

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

RESOLUTION # 1718-33
PAYMENT ORDER RESOLUTION

Santee _____ School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2018 _____ through June 30, 2019 _____.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Dr. Kristin Baranski _____ or Karl Christensen OR Tim Larson _____.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

N/A _____, Personnel Director

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

PASSED AND ADOPTED by said Governing Board on May 1, 2018 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Dustin Burns /Clerk of the Governing Board

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

Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501

RESOLUTION # 1718-34
RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES

Santee _____ School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2018 through June 30, 2019.

IT IS RESOLVED AND ORDERED that, The County Office of Education Credentials Department is authorized to release credentials held warrants to employees who have provided the required credential paper work.

PASSED AND ADOPTED by said Governing Board on May 1, 2018 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Dustin Burns /Clerk of the Governing Board

RESOLUTION # 1718-35
RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)

Santee _____ School District, San Diego County ON MOTION

OF member _____, seconded by member _____
effective July 1, 2018 through June 30, 2019.

IT IS RESOLVED AND ORDERED that pursuant to the provisions of Education Code Section 42632 or 85232, Kristin Baranski, Karl Christensen, Tim Larson be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

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

PASSED AND ADOPTED by said Governing Board on May 1, 2018 by the following vote: (date)

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Dustin Burns /Clerk of the Governing Board

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

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

**SANTEE SCHOOL DISTRICT
RESOLUTION NO. 1718-36 AUTHORIZING THE REPLACEMENT OF WARRANTS**

On a motion of Member _____, seconded by Member _____, the resolution is adopted:

WHEREAS, during the course of business, Santee School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the Board of Education of the Santee School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

	Manual Signature	Facsimile Signature
Superintendent	_____ Dr. Kristin Baranski	_____
Assistant Superintendent Business Services	_____ Karl Christensen	_____
Assistant Superintendent Human Resources	_____ Tim Larson	_____
Director Education Services	_____ Dr. Stephanie Pierce	_____
Business Services Coordinator	_____ Tory Long	_____

PASSED AND ADOPTED by said Board of Education on May 1, 2018.

AYES: ____ **NOES:** ____ **ABSENT:** ____ **ABSTAIN:** ____

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

Dustin Burns, Clerk of the Board of Education

Consent Item D.2.9.
Prepared by Karl Christensen
May 1, 2018

Adoption of Resolution No. 1718-37 to Designate
Authorized Representatives for the Fringe Benefit
Consortium

BACKGROUND:

The District belongs to the County Office of Education Fringe Benefit Consortium (FBC) for administering dental, vision, life, and voluntary benefits for employees. Periodically, it is necessary to adopt a resolution authorizing certain District staff to conduct business with the FBC. This resolution will authorize the following individuals:

- Karl Christensen, Assistant Superintendent Business Services
- Tim Larson, Assistant Superintendent Human Resources and Pupil Services
- Katie Borts, Benefits Technician

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1718-37 authorizing representatives for the Fringe Benefit Consortium.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.9.

RESOLUTION NO. 1718-37

**RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVES
TO
SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM
FOR FRINGE BENEFITS PROGRAMS**

On motion of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

WHEREAS, the Santee School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium requires that the Board of member districts designate and appoint an FBC representative.

NOW THEREFORE BE IT RESOLVED that:

Karl Christensen, Assistant Superintendent, Business Services;
Tim Larson, Assistant Superintendent, Human Resources and Pupil Services;
and
Katie Borts, Benefits Technician

are designated as the authorized representative(s) of the Board of Education of Santee School District, and are hereby authorized and directed to perform all items pertaining to

the interest of the Board of Education as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

PASSED AND ADOPTED by the Board of Education of the Santee School District at Santee, California, on the 1st Day of May, 2018, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____ ABSTENTIONS:_____

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

I, Dustin Burns Clerk of the Governing Board of the Santee School District of San Diego County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held at the time and place stated, which resolution is on file and of record in the office of said board.

Dustin Burns, Clerk of the Board of Education

Consent Item D.2.10.
Prepared by Karl Christensen
May 1, 2018

Adoption of Resolution No. 1718-38 to Designate
Authorized Representatives for the Joint Powers
Authority

BACKGROUND:

The District belongs to the County Office of Education Joint Powers Authority (FBC) for administering property, liability, and workers compensation claims and insurance. Periodically, it is necessary to adopt a resolution authorizing certain District staff to conduct business with the JPA. This resolution will authorize the following individuals:

- Karl Christensen, Assistant Superintendent Business Services
- Tim Larson, Assistant Superintendent Human Resources and Pupil Services
- Evonn Avila, Administrative Secretary

RECOMMENDATION:

It is recommended that the Board of Education adopt Resolution No. 1718-38 authorizing representatives for the Joint Powers Authority.

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.10.

RESOLUTION NO. 1718-38

**RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE
TO
SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT
JOINT POWERS AUTHORITY FOR
WORKERS' COMPENSATION, PROPERTY & LIABILITY
OR ANY OTHER RISK OR PLAN AUTHORIZED BY LAW**

On motion of Member _____, seconded by Member _____
_____, the following resolution is adopted:

WHEREAS, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law;

WHEREAS, the Santee School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Risk Management Joint Powers Authority (JPA) and the JPA Agreement requires that the Board of member districts designate and appoint a JPA representative.

NOW THEREFORE BE IT RESOLVED that:

Karl Christensen, Assistant Superintendent, Business Services;
Tim Larson, Assistant Superintendent, Human Resources and Pupil Services;
and
Evonn Avila, Administrative Secretary

are designated as the authorized representatives of the Board of Education of Santee School District, and are hereby authorized and directed to perform all items pertaining to

the interest of the Board of Education as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Joint Powers Authority Agreement.

PASSED AND ADOPTED by the Board of Education of the Santee School District at Santee, California, on the 1st Day of May, 2018, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTENTIONS: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

I, Dustin Burns Clerk of the Governing Board of the Santee School District of San Diego County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held at the time and place stated, which resolution is on file and of record in the office of said board.

Dustin Burns, Clerk of the Board of Education

Consent Item D.2.11.
Prepared by Karl Christensen
May 1, 2018

Approval of Memorandum of Agreement with the
County of San Diego Health and Human Services
Agency and the San Diego County Office of Education
for Providing Transportation for Foster Youth to School
of Origin

BACKGROUND:

The Every Student Succeeds Act (ESSA) contains requirements for each Local Education Agency (LEA) to provide assurances that it will collaborate with the State or local child welfare agency to, by not later than 1 year after the date of enactment of ESSA, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided for the duration of the time in foster care.

This Memorandum of Agreement establishes a coordinated effort between Health and Human Services, the County Office of Education, and school districts for providing inter and intra district transportation in a cost efficient manner.

RECOMMENDATION:

It is recommended that the Board of Education approve the Memorandum of Agreement with the County of San Diego Health and Human Services Agency and the San Diego County Office of Education for Providing Transportation for Foster Youth to School of Origin.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

For foster students who qualify for this type of transportation, the district will save 60% on bus transportation required by law.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.11.



MEMORANDUM OF AGREEMENT

Parties

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

Recitals

WHEREAS, this MOA is for purposes of each party complying with the Every Student Succeeds Act, Section 1112(c)(5)(B)), requiring:

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

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

WHEREAS, each agencies role is as follows:

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

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

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

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

WHEREAS, this MOA will provide cost sharing by SDC LEAs, SDCSS, and County of San Diego additional costs, as that term is defined herein, incurred by SDC LEAs for the SDC LEAs or SDCSS to provide students in foster care, between the ages of 8 (eight) and 17 (seventeen), with transportation to and from their school of origin. Students in foster care covered by this agreement include:

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

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

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

<p><u>County of San Diego</u></p> <p>Cathi Palatella, Director Child Welfare Services 8965 Balboa Avenue San Diego, CA 92123 (858) 616-5812 <u>Cathi.Palatella@sdcounty.ca.gov</u></p>	<p><u>SDCSS</u></p> <p>Michelle Lustig, Ed.D, MSW, Director SDCOE Foster Youth Services Coordination Program 6401 Linda Vista Road San Diego, CA. 92111 619-683-9340 ext. 31 <u>mlustig@sdcoe.net</u></p> <p>For SDC LEA Point of Contact see <u>http://www.sdcoe.net/student-services/student-support/fyhes/Documents/District_AB490_McKinneyVento_Liaison_List.pdf</u></p>
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2. Parties' Responsibilities for Sharing in Additional Costs

2.1. County

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

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

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

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

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

2.2. SDCSS

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

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

2.2.3. SDCSS co-located Education Liaisons will meet the student on initial day of transport when SDCSS contracted providers are transporting eligible students.

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

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

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

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

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

2.2.9. SDCSS will monitor the expenditures under this agreement, project usage and potential shortfalls in funding. As needed, SDCSS will facilitate the identification of resources needed to continue the provision of services under this agreement.

2.2.10. SDCSS will maintain all records required by the parties to this agreement.

2.2.11. SDCSS will provide quarterly reports to all parties.

- 2.2.12. SDCSS will report any incident involving injury or property damage during transportation provided by its contractor to the SDC LEA and County via email within 24 hours of having knowledge of incident.
- 2.2.13. SDCSS will convene a meeting of the parties of this agreement within 60 days of the end of the agreement term to review its implementation.
- 2.2.14. In the event of a potential dispute, SDCSS will offer to mediate a meeting to attempt to resolve the concern before following the formal process referred to in item 4.

2.3. SDC LEAs

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

3. County Contribution to Additional Cost

Through June 30, 2019, the parties agree to implement this agreement and gather data on additional cost incurred in transporting foster students to their school of origin. LEAs agree to notify SDCSS when they incur additional cost to transport an eligible

student to school of origin in advance of transportation being provided. For the term of this agreement, and subject to annual renegotiation, reimbursement by the County to SDC LEAs for additional costs incurred to transport a student to their school of origin will be set and reimbursed at the rate of \$3.13/per mile, regardless of actual additional cost incurred or the percentages specified in Section 2. of this MOA. The parties agree to discuss this amount following collection of information on actual additional costs incurred.

4. Dispute Resolution Process

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

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

E. C. 48853.5 (3) (C) (11) (h) (i) (1) A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations.

5. Indemnity

5.1. Indemnity Claims Arising from the Sole Acts or Omissions of a Party:

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

5.2. Indemnity Claims Arising from Concurrent Acts or Omissions:

The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.3 below.

Indemnity Joint Defense and Reimbursement and Reallocation:

Notwithstanding paragraph 5.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree

to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

6. **Insurance:** Prior to execution of this MOA, the parties must obtain at their own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, appropriate insurance to cover any foreseeable losses under this MOA. The parties may maintain a program of self-insurance to meet the requirements of this paragraph.
7. **Conformance With Rules And Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
8. **Permits and Licenses:** The parties certify that they possess and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other parties, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
9. **Governing Law:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
10. **Information Privacy and Security Provisions:** All parties to this MOA agree to comply with all applicable laws and regulations related to the privacy and security of client's information, such as, but not limited to the confidentiality of the child welfare records per California Welfare & Institutions Code sections 827 and 10850. In addition, any data shared between the parties electronically shall occur via encrypted software.
11. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of County and **SDCSS and SDC LEAs**. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.

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

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

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

17. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA and be in force until **June 30, 2019. Transportation services under this agreement will begin July 1, 2018.**
18. **Termination For Convenience.** Any party may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.
19. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

County of San Diego

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

Dated: _____ By: _____
NAME
Title

Additional Signatories to Agreement

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

ELEMENTARY SCHOOL DISTRICTS:

ALPINE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CAJON VALLEY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHULA VISTA

By (Authorized Signature)

Name (Type or Print)

Title

Date

BONSALL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARDIFF

By (Authorized Signature)

Name (Type or Print)

Title

Date

DEHESA

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

ELEMENTARY SCHOOL DISTRICTS (continued):

DEL MAR UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ESCONDIDO UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JAMUL-DULZURA UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ENCINITAS UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

ELEMENTARY SCHOOL DISTRICTS (continued):

LA MESA-SPRING VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

LAKESIDE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

LEMON GROVE

By (Authorized Signature)

Name (Type or Print)

Title

Date

NATIONAL

By (Authorized Signature)

Name (Type or Print)

Title

Date

RANCHO SANTA FE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN PASQUAL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

ELEMENTARY SCHOOL DISTRICTS (continued):

SAN YSIDRO

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOLANA BEACH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SPENCER VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

SANTEE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOUTH BAY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLECITOS

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

HIGH SCHOOL DISTRICTS:

ESCONDIDO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

GROSSMONT UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGUITO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SWEETWATER UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

UNIFIED SCHOOL DISTRICTS:

BORREGO SPRINGS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CORONADO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

OCEANSIDE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARLSBAD UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

MOUNTAIN EMPIRE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

POWAY UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

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

UNIFIED SCHOOL DISTRICTS (continued):

RAMONA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN MARCOS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VISTA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLEY CENTER-PAUMA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

WARNER UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

Consent Item D.2.12.
Prepared by Karl Christensen
May 1, 2018

Approval of Transportation Agreement with the
Boys and Girls Club

BACKGROUND:

Santee School District has worked with the Boys and Girls Club to provide transportation services for the Boys and Girls Club Santee facility.

The Boys and Girls Club is a community organization that was founded in 1960 that operates a program for kids in East County serving Lakeside, El Cajon, and Santee. Since September 2007, the District has provided transportation services to the Boys and Girls Club Santee facility. In return for the transportation after school to the Boys and Girls Club facility, students are charged a small fee and the District receives fees for this service.

Due to the increase in fuel costs over the past year, the Boys & Girls Club will pay the District per student, per week the following amounts for afterschool transportation to the Boys and Girls Club:

\$13.39	July 1, 2018 – June 30, 2019
\$14.06	July 1, 2019 – June 30, 2020
\$14.76	July 1, 2020 – June 30, 2021

They will also pay for field trips at \$36.00 per hour plus \$4.00 per mile.

RECOMMENDATION:

It is recommended that the Board of Education approve the transportation agreement to increase fees for District-provided transportation services to the Boys and Girls Club Santee facility.

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is estimated at \$100,000 in revenue. Actual revenue generated by the District will be determined by the number of students participating and the number of trips scheduled.

STUDENT ACHIEVEMENT IMPACT:

This is a safety item. Safe environments foster student character and personal well-being which could impact student achievement in a positive manner.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.12.

**TRANSPORTATION SERVICES BETWEEN THE
SANTEE SCHOOL DISTRICT AND THE BOYS & GIRLS
CLUB OF EAST COUNTY**

AGREEMENT

THIS AGREEMENT entered into between the Santee School District of Santee, California, hereinafter called "District" and the Boys & Girls Club of East County of San Diego, California, hereinafter called "Boys & Girls Club."

WITNESSETH

WHEREAS, the District and Boys & Girls Club are mutually interested in and concerned with the provision of adequate transportation services, and

WHEREAS, the District has personnel, equipment, and other required facilities under its jurisdiction suitable for transportation services within their resources,

NOW THEREFORE, it is hereby mutually agreed as follows:

A. INSURANCE AND INDEMNITY:

The District shall provide proof of Comprehensive General Liability and Commercial Automobile Liability at a limit of \$1,000,000 per occurrence. The District will name Boys & Girls Club as an additional insured, for the term of the agreement.

B. DISPUTE RESOLUTION:

Any disputes concerning terms and conditions of this Agreement of performance thereunder shall be settled by mutual desire of both parties, through amicable negotiations within ninety (90) days. In the event that amicable negotiation does not produce mutually agreeable results, the parties agree to submit the dispute to arbitration. The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration by either party. If there is no agreement, an arbitrator will be selected under the rules of the American Arbitration Association, upon written request of either party.

**C. TERMS AND CONDITIONS REGARDING TRANSPORTATION SERVICES
FOR BOYS & GIRLS CLUB:**

1. The District shall provide transportation each school day to the Boys & Girls Club, in accordance with applicable State Laws and Regulation,

- a. Boys & Girls Club has the responsibility to notify the District Transportation Department of all changes and/or cancellation of transportation services.

Charles Myers, Director
 Transportation Department
 Santee School District
 9625 Cuyamaca Street
 Santee, CA 92071

- b. The District shall provide transportation to the Boys & Girls Club, located at, Santee, from the following school sites. Scheduled pick-up times will be set in July for the upcoming school year. The Boys & Girls Club will be notified of any time changes twenty-four (24) hours prior to the change.

Cajon Park	Carlton Hills	Carlton Oaks
Chet F Harritt	Hill Creek	Pepper Drive
Prospect Avenue	Rio Seco	Sycamore Canyon

- c. The District shall provide transportation to field trips locations within County boundaries and locations mutually agreed to by the District and Boys & Girls Club.
2. The District shall submit to the Boys & Girls Club, a bill for the transportation service on a monthly basis.

Accounts Payable
 Boys & Girls Club
 of East County

3. Boys & Girls Club shall pay the District on a monthly basis in the following amount per student per week:

\$13.39	July 1, 2018-June 30, 2019
\$14.06	July 1, 2019-June 30, 2020
\$14.76	Jul 1 2020-June 30, 2021

The Boys & Girls club shall provide the District with a monthly roster of students eligible to utilize the transportation program by the 15th of each month for the next month.

The District shall provide the Boys & Girls Club with an invoice based on the roster submitted by the Boys & Girls Club.

Boys & Girls Club shall pay the District on a per trip basis for field trips. Each trip will be at a mutually agreed upon cost not to exceed the published field trip price.

The Boys & Girls Club shall submit payment to the District within 15 business days after receipt of the invoice.

- 4. Boys & Girls Club shall be responsible for the following:
 - a. Providing to the District a monthly roster of students participating in the program.
 - b. Bus pass for the students participating in this program.
 - c. Students participating in this program are subject to the Bus Rules and Regulations (see attached B) while riding the bus.

D. GENERAL PROVISIONS:

This Agreement may be modified by the parties at any time by written agreement, executed by an authorized agent of each party. It is understood that all fees for service included in this agreement may be adjusted annually for inflation utilizing this process.

The employees of the District are not the employees of the Boys & Girls Club. The term of this agreement shall be from July 1, 2018 through June 30, 2021; however, either party may terminate the same at any time upon thirty (30) days' notice in writing.

Boys and Girls Club of East County

Santee School District

By _____

By _____

Chief Executive Officer

Assistant Superintendent
Business Services

Approved by _____
On the ____ day of _____ 2018.

Approved by the Board of Education
On the ____ day of _____ 2018.

Santee School District
9625 Cuyamaca Street
Santee, CA 92071-2674

Consent Item D.3.1.

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

Prepared by Dr. Stephanie Pierce
May 1, 2018

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 Springall Academy for the remainder of the 2017-2018 school year to address his unique needs.

RECOMMENDATION:

Administration recommends the Board of Education approve the Nonpublic School Individual Services Agreement with Springall Academy for one student for the period of April 23, 2018 through June 30, 2018. This contract will be available at the Board Meeting for review.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The terms of the Master Contract are as follows:

School/Agency	Number of Students	Duration of Service	Cost per Day	Total Cost
Springall Academy	1 student	50 days including ESY	\$186.29	\$9,314.50

STUDENT ACHIEVEMENT:

Some students require alternative settings to demonstrate educational progress.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.

Consent Item D.3.2.

Approval of Student Teacher School Affiliation Agreement with University of Phoenix

Prepared by Dr. Stephanie Pierce
May 1, 2018

BACKGROUND:

Santee School District has entered into cooperative agreements with various universities in the past to provide field laboratory classroom placement for student teachers and interns. Santee School District has received an Affiliation Agreement with University of Phoenix for this purpose. The terms of the agreement shall commence on May 2, 2018.

RECOMMENDATION:

Administration recommends that the Student Teacher Affiliation Agreement with University of Phoenix for teacher education fieldwork be approved by the Board of Education.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

University of Phoenix shall pay the mentoring teacher for field laboratory classroom placement of student teachers at the rate of \$30 per week for each full-time student teacher upon completion of the student teacher's assignment.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.2.



University of Phoenix
Academic Affairs
1625 Fountainhead Parkway
Mailstop: CF-SX03
Tempe, AZ 85282
(602) 387-2834 Fax (602) 383-5099

**UNIVERSITY OF PHOENIX
SCHOOL AFFILIATION AGREEMENT-California**

This Affiliation Agreement made and entered into this 23rd day of April, 2018, by and between The University of Phoenix, Inc., an Arizona for-profit corporation, hereinafter referred to as the "UNIVERSITY" and Santee School District, an entity domiciled in the State of California, hereinafter referred to as the "SCHOOL."

I. PURPOSE

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

II. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a faculty supervisor who will collaborate with the SCHOOL'S mentoring teacher. For purposes of this Agreement, the term "mentoring teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at

such other time as the parties agree.

III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified mentoring teachers for STUDENTS. Mentoring teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Mentoring teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the mentoring teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Student teachers holding a 30 day sub permit are allowed to sub in their assigned classroom or other school site classrooms with the approval of university personnel.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. STUDENTS shall not be considered employees or agents of the SCHOOL.

IV. INDEMNIFICATION

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

V. INSURANCE

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

VI. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

VII. GENERAL PROVISIONS

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the

UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.

3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the mentoring teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.
11. The SCHOOL and the UNIVERSITY may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the SCHOOL or the

UNIVERSITY must produce or account only for the executed counterpart of the party to be charged.

Notwithstanding the foregoing, the SCHOOL and the UNIVERSITY may consent to electronic signatures for the purpose of executing this Agreement by email or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the Agreement had been signed manually. In no event will electronic execution expand such assent to include any terms other than those explicitly set for in this Agreement.

VIII. ARBITRATION

1. In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in Santee, **California**, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in a court of competent jurisdiction in _____ **County, California**. Each party hereby expressly and irrevocably consents to the jurisdiction of said court. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the Uniform Arbitration Act as adopted in the State of California and then existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such Act or this Agreement.

IX. TERM AND NOTICE

1. This Agreement shall become effective on **April 23, 2108**, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL.
2. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

X. Counterparts and Electronic Signatures

1. The Agency and the University may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically. An electronic signature shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page is an effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the Agency or the University must produce or account only for the executed counterpart of the party to be charged.

If to the UNIVERSITY: University of Phoenix
College of Education
1625 Fountainhead Parkway
Mailstop: CF-SX03
Tempe, AZ 85282

With a copy to: University of Phoenix
Apollo Legal Services
4025 S. Riverpoint Parkway
Mail Stop AA-F102
Phoenix, AZ 85040

If to the SCHOOL: Santee School District
9625 Cuyamaca Street
Santee CA 92071

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

AGENCY:

Signature

Signature

Name

Name (Print or Type)

Title

Title

Phone

619-258-2300 _____
Phone

E-mail address

E-mail address

Date

Date

EXHIBIT A

In accordance with Section II, paragraph 8, UNIVERSITY shall compensate the following upon completion of the STUDENT's assignment:

Mentoring Teacher	<u>\$30.00</u> /per week per student teaching assignment
-------------------	--

BACKGROUND:

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

Certificated Staff

A. New Appointments:

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

B. Temporary Rehires:

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

C. Change of Status/Location:

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

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date
1. Billick, Jeri	Sycamore Canyon	MGMT 5	Working closer to home	07-01-18
2. Cameron, Pamela	PRIDE Academy	VI-25	Retirement	06-13-18
3. Wilson, Kimberly	Hill Creek	VI-28	Retirement	06-13-18

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Appointments:

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

I. Rehires:

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

J. Change of Status/Location:

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

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

Classified Staff continued

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Bockert, Alexandra	Carlton Hills	Instructional Assistant, Special Ed II	Joining the U.S. Navy	05-05-18

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____

BACKGROUND:

The following employees request shared classroom teaching assignments for the 2018-2019 school year pursuant to Article XIV, of the Successor Agreement between Santee School District and Santee Teachers Association:

Employees	School Site
Lori Powell 50% Alison Azzarella 50%	Cajon Park
Erica Trafton 50% Jaimie Knudson 50%	Cajon Park
Larissa Evans 80% Amy Buntin 20%	Carlton Oaks
Trisha Best 80% Marlena Sanders 20%	Chet F. Harritt
Tara O'Connell 80% Shawna Rosa 20%	PRIDE Academy
Summer Tracy 80% Angela Rust 20%	Sycamore Canyon

RECOMMENDATION:

It is recommended that the Board of Education approve the shared classroom teaching assignments for the 2018-2019 school year.

FISCAL IMPACT:

Shared contracts may minimize the annual cost to the general fund by reducing full-time employees currently paid on the high end of the salary schedule.

STUDENT ACHIEVEMENT IMPACT:

There can be many benefits to having two teachers in a classroom who consistently plan instruction for students.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.

Consent Item D.4.3.

Approval of New Director of Pupil Services and Student Well-Being Job Description

Prepared by Tim Larson

May 1, 2018

BACKGROUND:

Administration has determined that expanded responsibilities are necessary to oversee the Pupil Services department. Therefore, a new Director of Pupil Services and Student Well-Being position has been created.

RECOMMENDATION:

It is recommended that the Board of Education approve the new Director of Pupil Services and Student Well-Being job description.

FISCAL IMPACT:

As reflected for director positions on the certificated management salary schedule.

STUDENT ACHIEVEMENT IMPACT:

Providing student well-being support will enhance student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.3.

SANTEE SCHOOL DISTRICT

DIRECTOR OF PUPIL SERVICES AND STUDENT WELL-BEING

JOB SUMMARY:

Under the direction of the Assistant Superintendent of Human Resources and Pupil Services, the Director of Pupil Services and Student Well-Being plans, organizes, directs, and evaluates pupil services functions including: safe and positive school environment, student attendance, mental health and counseling services, custodian of records, social-emotional learning; and ensures District compliance with all pupil services related State and Federal statutes and mandates.

The Director of Pupil Services and Student Well-Being serves as the District's liaison between the District and the Sheriffs' Department, the County Probation Department, the San Diego County Office of Education (SDCOE), and the East County School Attendance Review Board (SARB).

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

1. Develops and implements short and long-range plans to enhance existing programs and introduce new programs that align with district goals.
2. Plans, organizes, and directs social-emotional services for students, including mental health and counseling.
3. Coordinates a comprehensive, Multi-Tiered Support System (MTSS) with other District personnel.
4. Coordinates Federal, State, District, and County programs related to behaviorally at-risk children and youth.
5. Designs, plans, coordinates, and provides professional learning for administrative team regarding attendance improvement, student behavior, bullying prevention, social-emotional learning, intervention programs, and other pupil services department responsibilities.
6. Serves as chair of assigned committees and guides the implementation of action steps.
7. Reviews and provides guidance to schools and departments in the annual development of comprehensive school/department safety plans.
8. Reviews and oversees suspensions, administrative hearings, expulsions, and student discipline appeals.
9. Monitors and analyzes State and local measures related to attendance and student well-being to identify trends and focus areas.
10. Develops and ensures implementation of systems for improving student attendance and reducing chronic absenteeism.
11. Coordinates documentation and activities related to attendance such as School Attendance Review Board (SARB), School Attendance Review Teams (SART) meetings, and District Attendance Review Team (DART). Initiates and attends SART, DART, and SARB meetings.
12. Researches relevant topics related to pupil services programs and remains current on best practices and legal requirements governing student behaviors and school law.

DIRECTOR OF PUPIL SERVICES AND STUDENT WELL-BEING (CONT.)

13. Serves as liaison for law enforcement, probation, and youth related services.
14. Assigns and supervises home/hospital teachers.
15. Serves as the Principal of the Santee Success Program.
16. Consults with site administrators on a regular basis regarding student needs.
17. Establishes procedures for placement, evaluation, assignment and review of students with regard to the full continuum of pupil support services and programs for at-risk students.
18. Consults with parents regarding student behavior, attendance, and truancy.
19. Assists staff and parents in resolving issues concerning areas of responsibility.
20. Interprets policy, procedure, and school law to parents and staff, and provides leadership regarding the implementation of student support programs.
21. Develops budget recommendations. Monitors and manages expenditures for assigned programs.
22. Provides technical expertise, information, and assistance to the Superintendent and Executive Council regarding areas of responsibility.
23. Assists in the development of policies, procedures, and programs.
24. Advises the Superintendent and Executive Council regarding pupil services trends or issues and recommends appropriate action.
25. Performs other related duties as assigned.

EMPLOYMENT STANDARDS:

Education: Master's degree required.

Experience: Minimum of five years of successful experience as a teacher at K-8 level or pupil services specialist. Successful experience as a school administrator required. District office administrative experience desirable.

Credential(s): Appropriate California teaching and/or services credential authorized for grades K-8 and administrative credentials.

Knowledge and Abilities:

- Oral and written communication skills
- Plan and organize work
- Meet schedules and timelines
- Tact, patience, and courtesy when interacting with others
- Establish and maintain cooperative and effective working relationships with others
- Multi-Tiered Support System (MTSS), including social-emotional learning
- Suspension and expulsion due process laws and procedures
- Attendance improvement processes and procedures

DIRECTOR OF PUPIL SERVICES AND STUDENT WELL-BEING (CONT.)

- Learning theories and practices of student behavior programs
- State and Federal laws, codes, and regulations related to assigned areas
- Work effectively with other administrators, governmental agencies, community organizations, parents and citizen groups
- Effectively present oral and written reports
- Understand physical, emotional and social disabilities, causes and conditions, and the application of educational resources to assist in the development of the child
- Investigate, analyze, and assure proper and timely resolution of issues, disputes, and conflicts

WORKING CONDITIONS:

Environment:

- Office environment
- Driving a vehicle to conduct work
- Constant interruptions
- Evening or variable hours

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Seeing to read a variety of materials
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information

BOARD ADOPTED:

Consent Item D.4.4.
Prepared by Tim Larson
May 1, 2018

Approval of New Behavior Specialist Job Description

BACKGROUND:

Due to the increase in student population requiring special attention due to student behavior issues, administration has determined the need for a new Behavior Specialist position.

RECOMMENDATION:

It is recommended that the Board of Education approve the Behavior Specialist job description.

FISCAL IMPACT:

As reflected on the certificated non-management salary schedule.

STUDENT ACHIEVEMENT IMPACT:

Providing behavioral support will enhance student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

SANTEE SCHOOL DISTRICT

BEHAVIOR SPECIALIST

PRIMARY FUNCTION:

Under the immediate supervision of the Director of Special Education the Behavior Specialist shall oversee the development and implementation of educational programs for students with behavior needs. Coordinate and oversee the programs for students in a variety of settings: Preschool, regular and special education classes. Supervise, train and monitor paraprofessional teams to ensure student success. Collaborate with IEP teams and assist in the development of goals and objectives based on observation, assessment data and parent input. Ensure effective programming for students by observing, analyzing data and modifying curriculum and instructional strategies on a regular basis. Conduct student progress meetings with parents, instructional assistants and IEP team members.

PROFESSIONAL RESPONSIBILITIES:

1. Conduct ongoing training for regular and special education teachers, paraprofessionals regarding best practices for educating students with behavior needs.
2. Assist general education teachers, special education support staff and school site teams with developing daily reports, behavioral schedules, social skills and curriculum for special needs students in general and special education classrooms.
3. Model teaching strategies and techniques for regular and special education teachers and support staff for students with behavior needs.
4. Provide consultation and support for parents of students with behavior needs in general and special education classroom and help to facilitate positive collaboration between parents and school site teams.
5. Confer frequently with district special education support staff and administrators to provide needed services regarding best practices for educating students with behavior needs.
6. Attend IEP's, staffing, and student progress meetings of students with behavior needs.
7. Conduct student progress meetings with parents, paraprofessionals, and IEP team members.
8. Conduct Functional Analysis Assessments and develop Behavior Intervention Plans.
9. Collect and summarize behavioral data.
10. Provide ongoing training to teachers and paraprofessionals in Applied Behavior Analysis and various methodologies.
11. Inform staff of current trends/research in Autism Spectrum and Related Disorders.
12. Perform related duties as assigned.

ESSENTIAL FUNCTIONS:

1. Knowledge of federal and state laws related to exceptional student education.
2. Ability to work collaboratively with others and facilitate groups to consensus.
3. Ability to effectively engage in the problem-solving process.
4. Ability to collect, summarize, and graph behavioral data.
5. Ability to use and model research based classroom management and individualized behavioral interventions.
6. Ability to communicate effectively with a variety of audiences, orally and in writing, including electronic media.
7. Ability to organize, prioritize, and manage work assignments in an efficient manner and within established timeframes.

BEHAVIOR SPECIALIST (cont.)

EDUCATION / CREDENTIALS / AND OTHER REQUIREMENTS:

1. Valid Special Education Credential: Early Childhood, Mild/Moderate or Moderate/Severe
2. Board Certified Behavior Analyst Certification desired
3. Expertise and experience in working with students with behavior needs
4. Skilled in Positive Behavior Strategies
5. Experienced in providing support/training to teachers, staff and parents
6. Excellent verbal and written English communication skills
7. Valid California Driver's License
8. Own an automobile and possess insurance for automobile

EXPERIENCE:

Three years' experience in a Behavior Specialist position or related field preferred.

KNOWLEDGE AND ABILITIES:

Knowledge of:

Oral and written English communication skills.
Interpersonal skills using tact, patience, and courtesy.

Ability to:

Serve in a leadership role and possess skills in developing positive interpersonal relationships; must be flexible in adapting to various working locations and in approach to job responsibilities. Maintain confidentiality and use discretion.

WORKING CONDITIONS:

Environment:

Multiple work sites to include schools, District sites, and Non-Public Schools. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually moderate.

Physical Abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to:

BEHAVIOR SPECIALIST (cont.)

Physical Abilities: (cont.)

- Stand, walk, and talk or hear.
- Occasionally required to sit; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.
- Lift up to 50 pounds.
- Sit in small furniture and/or on the floor.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Bend at the waist, knee or crouching to assist students.
- Hear and speak clearly to exchange information and make presentations.
- Seeing to read, prepare and review a variety of activities and to monitor student activities.
- Sit or stand for extended periods of time.
- Walk extended lengths to escort students around campus.

Hazards:

- Potential exposure to communicable diseases and contact with blood and other body fluids.
- Potential exposure to physical injury from aggressive behavior.

Board Adopted:

Consent Item D.4.5.

Approval to Increase Work Hours for Classified Non-
Management Position

Prepared by Tim Larson
May 1, 2018

BACKGROUND:

Administration has determined that there is a need to increase the work hours for a Campus Aide position at Hill Creek School to support the breakfast program.

RECOMMENDATION:

It is recommended that the Board of Education approve to increase work hours for the following position:

- Increase one (1) Campus Aide position from 3.0 to 3.5 hours per day at Hill Creek School

FISCAL IMPACT:

The annual cost to increase work hours for the Campus Aide position will be \$1,544.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.

Item E. DISCUSSION AND/OR ACTION ITEMS

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

Discussion and/or Action Item E.1.1.
Prepared by Dr. Kristin Baranski
May 1, 2018

Appointment of Director, Pupil Services
and Student Well-Being

BACKGROUND:

The Pupil Services and Student Well-Being Coordinator position has become vacant due to a reassignment effective July 1, 2018. Based on Local Control Accountability Plan (LCAP) stakeholder feedback and District pupil services goals and objectives, administration has recommended a new job description, Director, Pupil Services and Student Well-Being, to achieve these department objectives.

Administration recommends the appointment of Mike Olander as Director, Pupil Services and Well-Being effective July 1, 2018. Prior to Mike's teaching and administrative career, he earned a Master's degree in Counseling Psychology and served a local school district as a therapist and behavioral specialist. His leadership, knowledge, and expertise in the emotional, social, and behavioral needs of students is extensive and will be a true asset to the students of Santee School District.

RECOMMENDATION:

Administration recommends the Board of Education appoint Mike Olander as the Director, Pupil Services and Student Well-Being, effective July 1, 2018.

FISCAL IMPACT:

The annual cost for the Director, Pupil Services will be \$131,990 plus employee health and statutory benefits and will be paid from the general fund. The annual Director salary increase with statutory benefits, compared to the current annual Coordinator cost, is an additional \$21,039 cost to the District general fund.

STUDENT ACHIEVEMENT IMPACT:

It is the District's intention to provide essential staffing to support the transitions in education for students, staff, and parents.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.1.1.

Discussion and/or Action Item E.2.1. Approval of Monthly Financial Report
Prepared by Karl Christensen
May 1, 2018

BACKGROUND:

Administration has prepared the accompanying Monthly Financial Report covering the period March 1 through March 31, 2018 prepared on a cash and modified accrual basis and include the District's revenue, expenditure, and cash activities.

RECOMMENDATION:

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

This recommendation supports the following District goal:

Fiscal Accountability

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

FISCAL IMPACT:

The Monthly Financial Report shows a beginning cash balance of \$12,586,067; cash receipts of \$5,662,764; and disbursements of \$6,407,169 are reflected for the period of March 1, through March 31, 2018 resulting in an ending cash balance of \$11,841,662 as of March 31, 2018.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

Monthly Financial Report - March

1

CASH REPORT FOR MARCH

	Actual	Projected*	Difference
Beginning Cash Balance as of March 1, 2018	\$12,586,067	\$14,242,757	\$ (1,656,690)
INCOME			
A. Local Control Funding Formula			
State Aid	4,849,472	4,832,223	\$ 17,249
Property Taxes	4,049	481,496	\$ (477,447)
B. Federal Income			
Federal Funding	357,148	372,350	\$ (15,202)
C. State Income			
Unrestricted State Funding	-	-	\$ -
D. Local Income			
Other Local Income	115,715	62,950	\$ 52,765
Spec Ed	272,150	268,438	\$ 3,712
Interest	17,114	-	\$ 17,114
E. Due to/Due from other funds	47,116	-	\$ 47,116
F. Debt Proceeds	-	-	\$ -
TOTAL INCOME	\$5,662,764	\$6,017,457	\$ (354,693)
Beginning Balance Plus Income	\$18,248,831	\$20,260,214	\$ (2,011,383)
DISBURSEMENTS			
G. Commercial Warrants	\$ 522,076	\$ 170,949	\$ 351,127
H. Salary and Benefits	4,769,408	4,512,129	\$ 257,279
I. Other Outgo	58,008	63,650	\$ (5,642)
J. Interfund Transfers Out	-	-	\$ -
K. Debt Service	1,057,677	-	\$ 1,057,677
TOTAL DISBURSEMENTS	\$6,407,169	\$4,746,728	\$ 1,660,441
Ending Cash Balance as of March 31, 2018	\$11,841,662	\$15,513,486	\$ (3,671,824)

* Based on Cash Flow Projection at Second Interim FY 2017-18

**Budget Revisions
Through March 31, 2018
2017-18 Revised Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Beginning Fund Balance	14,325,699	390,515	14,716,214
Estimated Income	47,651,910	18,710,945	66,362,855
Estimated Expenditures	47,869,768	18,717,457	66,587,225
Change in Fund Balance	(217,858)	(6,512)	(224,370)
Projected Ending Fund Balance	14,107,841	384,003	14,491,844
Less: Restricted Program Carryovers	-	384,003	384,003
Less: Non-Spendable			
Prepaid Expenses	375,869	-	375,869
Revolving Cash Fund	20,000	-	20,000
Stores Inventory	71,132	-	71,132
Less: Assigned Vacation Carryover	238,200	-	238,200
Assigned Site Carryover Balances	-	-	-
Less: Economic Uncertainty Reserve	1,997,617	-	1,997,617
Less: Reserve for State Budget Uncertainty	-	-	-
Uncommitted/Unassigned/Unappropriated Fund Balance	11,405,023	-	11,405,023
Fund 17 Projected End of Year Balance	2,970,684	-	2,970,684
Projected Reserves	<u>16,373,324</u>	<u>-</u>	<u>16,373,324</u>
	<u>March</u>	<u>February</u>	
Projected Reserve % 2017-18¹	24.59%	24.02%	
Projected Reserve % 2018-19²	18.76%	18.76%	
Projected Reserve % 2019-20²	16.00%	16.00%	

As a % of the Estimated Expense Total¹

Based on Multi-Year Projection at 2nd Interim- January 2018²

Discussion and/or Action Item E.2.2. Bond Reauthorization Voter Survey Results
Prepared by Karl Christensen
May 1, 2018

BACKGROUND:

At the March 20, 2018 meeting, the Board of Education authorized Administration to proceed with conducting a survey of voters to determine perceptions related to a possible bond reauthorization measure for the November election.

Approximately 300 voters were surveyed in mid-April. Dale Scott, the District's financial and election advisor, will present the survey results. The Board will then deliberate on whether to proceed with the Bond Reauthorization. If direction is provided to proceed, a resolution to authorize placing a measure on the ballot would be brought to the May 15, 2018 meeting.

RECOMMENDATION:

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

This recommendation supports the following District goals:

Learning Environment

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

Fiscal Accountability

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

FISCAL IMPACT:

The fiscal impact is \$9,500 for conducting the survey.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.2.

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

Board Policies and Bylaws Item F.1.1.
Prepared by Dr. Kristin Baranski
May 1, 2018

Second Reading: Revised Board Policy
2121, Superintendent's Contract

BACKGROUND:

Revised Board Policy 2121, Superintendent's Contract, was updated to reflect new law (SB 1436, 2016) which requires the Board of Education, prior to taking final action on the Superintendent's salary or benefits, to orally report a summary of the recommended action during open session of a Board meeting; and language conforming to Government Code 53260 regarding termination of contract. Updated policy also clarifies that deliberations regarding the Superintendent's salary or other compensation cannot be held during a special meeting of the Board. A first reading was presented to the Board of Education at the April 17th meeting. BP 2121 is being submitted for a second reading and approval.

RECOMMENDATION:

This is a second and request for approving of revised Board Policy 2121, Superintendent's Contract. Action, if any, is at the discretion of the Board of Education.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

SUPERINTENDENT'S CONTRACT

~~The Governing Board recognizes the need to attract and maintain outstanding personnel. The Board also has the responsibility to protect the district from potentially adverse financial and legal obligations. Before approving an employment contract, the Board shall obtain legal advice on the contract provisions and shall carefully consider the long range financial and legal implications of the contract.~~

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

~~In approving employment contracts with the Superintendent, the Board wishes to encourage the Superintendent's long term commitment to the district and community while carefully considering the financial and legal implications of the contract in order to protect the district from any potentially adverse obligations.~~

~~The Board shall negotiate with the Superintendent the terms of a contract and shall limit the maximum cash settlement for terminating the contract in accordance with law.~~

~~The Board shall deliberate in closed session about the terms of the contract. (Government Code 54957)~~

~~Terms of the contract shall remain confidential until the ratification process commences.~~

~~The Board shall ratify the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262)~~

~~The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination of the contract. The contract should also include general responsibilities and duties of the Superintendent.~~

~~The term of the contract shall be for no more than four years. (Education Code 35031)~~

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work

SUPERINTENDENT'S CONTRACT

- 3. Salary, health and welfare benefits, and other compensation for the position
- 4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff
- 5. Vacation, illness and injury leave, and personal leaves
- 6. General duties and responsibilities of the position

~~During the term of the contract, the Board may reemploy the Superintendent on those terms and conditions mutually agreed upon by the Board and Superintendent. (Education Code 35031)~~

~~The Superintendent's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent's performance.~~

- 7. Criteria, process, and procedure for annual evaluation of the Superintendent
- 8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board
- 9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

~~In the event that the Board determines not to reemploy the Superintendent, the Board shall provide written notice to the Superintendent at least 45 days in advance of the expiration of the term of the contract. (Education Code 35031)~~

- 10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

~~The Superintendent's contract shall include a provision specifying the maximum cash settlement that the Superintendent may receive upon termination of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be no more than the Superintendent's monthly salary multiplied by 18. The cash~~

SUPERINTENDENT'S CONTRACT

~~settlement shall not include any noncash items other than health benefits, which may be continued for the unexpired term of the contract up to 18 months or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)~~

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

~~If the Board terminates the Superintendent's contract upon its belief and subsequent confirmation pursuant to an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge. (Government Code 53260)~~

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

Terms of the contract shall remain confidential until the ratification process commences.

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)

SUPERINTENDENT'S CONTRACT

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953, 54957.6)

Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

~~35031 Term of employment~~

~~41325-41329.3 Conditions of emergency apportionment~~

GOVERNMENT CODE

~~53260-53264 Employment contracts-54954~~

~~Time and place of regular meetings-54957~~

~~Closed-session personnel matters~~

~~54957.1 Closed session, public report of action taken~~

Legal Reference:

SUPERINTENDENT'S CONTRACT

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

6250-6270 California Public Records Act

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54953 Oral summary of recommended salary and benefits of superintendent

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

COURT DECISIONS

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, 2015

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Office of the Attorney General: <http://oag.ca.gov>

Administration

BP 2121 (f)

SUPERINTENDENT'S CONTRACT

Policy adopted: February 17, 2009
Revised:

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws Item F.1.2. Second Reading: Revised Board Policy and Administrative Regulation 5022, Student and Family Privacy Rights

Prepared by Dr. Stephanie Pierce
April 12, 2018

BACKGROUND:

Attached are revised BP 5022 and AR 5022, Student and Family Privacy Rights, based upon California School Board Association's (CSBA) sample Board Policies and Regulations. The board policy and administrative regulation reflect new state laws AB 699 and AB 677.

RECOMMENDATIONS:

This evening administration is presenting revised Board Policy 5022 and revised Administrative Regulation 5022, Student and Family Privacy Rights, for a second reading. Administration recommends Board approval of BP and AR 5022.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

This revised board policy and administrative regulation protect students privacy rights.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.2.

STUDENT AND FAMILY PRIVACY RIGHTS

Definition

~~Personal information means individually identifiable information including a student's or parent/guardian's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a social security identification number.~~

Surveys Requesting Information about Beliefs and Practices

A student's parent/guardian shall provide prior written consent before the student is required to participate in a survey ~~containing~~ inquiring about one or more of the following items:

1. Political affiliations or beliefs of the student or his/her ~~family~~ parent/guardian
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating or demeaning behavior
5. Critical appraisals of other individuals with whom ~~the students have~~ has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians or ministers
7. Religious practices, affiliations, or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

If a student participates in a survey regarding information about personal beliefs and practices ~~as identified above~~, school officials and staff members shall not request or disclose the student's identity.

Notwithstanding the above requirements for prior written consent, the district may administer to students in grades 7-8; anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about the student's attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, in writing, that their child not participate.

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions.

~~Exceptions to Collection of Personal Information~~

~~Any district restriction regarding collection of personal information shall not apply to the collection, disclosure, or use of personal information collected from students for the purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following:~~

- ~~1. — College or other postsecondary education recruitment or military recruitment~~
- ~~2. — Book clubs, magazines, and programs providing access to low-cost literary products~~
- ~~3. — Curriculum and instructional materials used by elementary and secondary schools~~
- ~~4. — Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments~~
- ~~5. — The sale by students of products or services to raise funds for school related or education-related activities~~
- ~~6. — Student recognition programs~~

Parent/Guardian Access to Surveys and Instructional Materials

~~Before school staff administers a survey or evaluation containing personal information as identified above, the student's parent/guardian may:~~

The parent/guardian of any district student, upon his/her request, shall have the right to inspect:

1. Upon request, inspect that A survey or other instrument before it is to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices or any instructional material used as part of his/her child's educational curriculum
2. Any instructional materials to be used as part of his/her child's educational curriculum

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

Within a reasonable period of time ~~of~~ after receiving a parent/guardian's request, the principal or designee shall permit a the parent/guardian to view a the survey, ~~instrument or instructional material~~ or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

2. ~~Refuse to allow his/her child to participate in the activity~~

No Students shall be subject to penalty for whose his/her parents/guardian's exercise of any of the rights stated above.~~this option shall not be penalized by the district.~~

Health Examinations

~~Authorized No school officials or staff member shall subject a~~ may administer to any student any physical examination or screening permitted under California law. However, no student shall be subjected to a non-emergency, invasive physical examination without prior written notice to his/her parent/guardian, unless an applicable state law authorizes the student to provide consent without parent/guardian notification as a condition for school attendance, except as permitted or required under California law.

Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion or injection into the body, but does not include a properly authorized hearing, vision or scoliosis screening.

Notifications

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of:

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this ~~policy and administrative regulation~~ and the accompanying Board policy
3. The specific or approximate dates during the school year when the following activities are scheduled:
 - a. Survey requesting personal information
 - b. Physical examinations or screenings

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

Prior to administering any anonymous and voluntary surveys regarding health risks and behaviors to students in grades 7-8, the district shall provide parents/guardians with written notice that the survey is to be administered.

Parents/guardians shall also be notified of any substantive change in this policy and administrative regulation within a reasonable period of time after adoption of the change.

STUDENT AND FAMILY PRIVACY RIGHTS

The Governing Board believes that personal information concerning respects the rights of district students and their families should be kept private in accordance with law parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information..

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following:

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments
5. The sale by students of products or services to raise funds for school-related or education-related activities
6. Student recognition programs

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

The Superintendent or designee shall consult with parents/guardians regarding the development and adoption of this policy. regulations pertaining to other uses of personal information, which shall, at a minimum, address the following:

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:

- a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum
4. Any nonemergency physical examinations or screenings that the school may administer

Collection of Personal Information for Marketing Purposes

~~The Board prohibits district staff from administering or distributing to students survey instruments that are designed for the purpose of collecting personal information for marketing or for selling that information.~~

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above.

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-49457.8 Physical examinations

49602 Confidentiality of pupil information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning ~~P~~personal beliefs

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Management Resources:

WEB SITES

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

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

~~USDOE~~U.S. Department of Education, Family Policy Compliance Office:

<http://www.ed.gov/offices/OM/fpc/>

Board Policies and Bylaws Item F.1.3.
Prepared by Dr. Kristin Baranski
May 1, 2018

First Reading: Revised Board Policy
2140, Evaluation of the Superintendent

BACKGROUND:

Revised Board Policy 2140, Evaluation of the Superintendent was updated to correlate with the current Superintendent’s contract timeline for evaluations.

RECOMMENDATION:

This is a First Reading of revised Board Policy 2140, Evaluation of the Superintendent. Action, if any, is at the discretion of the Board of Education.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.3.

EVALUATION OF THE SUPERINTENDENT

The Governing Board shall annually conduct a formal evaluation of the Superintendent's performance in order to assess his/her effectiveness in leading the district toward established goals. The Board and Superintendent shall establish an appropriate schedule for the annual evaluation process.

Evaluation criteria shall be based on district goals and success indicators agreed upon by the Board and Superintendent prior to the evaluation. The evaluation shall provide commendations in areas of strength, provide recommendations for improving effectiveness, and serve as a basis for making decisions about salary increases and/or contract extension.

The Board shall develop, with the Superintendent, performance objectives based on district needs. The Superintendent's performance review shall be consistent with these objectives.

The Board and Superintendent or designee shall agree in writing on:

1. What the Board expects the Superintendent and staff to accomplish.
2. The availability of needed resources, existing constraints such as budget, personnel and contract or legal conditions.
3. The roles of Board members and Superintendent in accomplishing Board priorities.
4. Problems in the Superintendent's past performance and specific recommendations for improvement.
5. Priorities the Board and Superintendent have agreed to change, improve, or accomplish.
6. Performance objectives for top priority items, setting out who will do what, and by when they will do it.
7. A timetable for the Board and Superintendent to review progress toward agreed objectives.

Rating scale Checklist

A rating scale checklist shall be used to supplement the evaluation of performance objectives. The checklist shall be a list of responsibilities cited in contract, policies, and job description.

Evaluation Procedure

1. Each Board member shall individually evaluate the performance of the Superintendent based upon performance objectives by ~~May~~ July 1.

EVALUATION OF THE SUPERINTENDENT

2. Each Board member shall individually rate the performance of the Superintendent on the checklist by ~~May~~ July 1.
3. The Board president shall prepare a compilation of the evaluations and ratings with all written comments intact.
4. In the event the Superintendent is not performing his/her duties in a satisfactory manner according to the standards of the Board, the Board shall notify the Superintendent or designee in writing of such fact and describe such unsatisfactory performance. (Education Code 44664)
5. The composite shall be presented to the Superintendent by ~~May 15~~ July 30.
6. The entire Board shall meet with the Superintendent to annually review the evaluation by ~~May 15~~ July 30 at which time the Board will make specific recommendations as to areas of improvement in the Superintendent's performance and endeavor to assist the Superintendent or designee in such performance.
7. Board members and/or Superintendent have the option to request individual conferences following formal evaluation to discuss individual Board member ratings.

Prior to the evaluation, the Superintendent shall be responsible for preparing and distributing to the Board for its review a report of progress toward district goals, the Superintendent's self-appraisal of accomplishments and performance, and a review of action taken to address any Board recommendations from the previous evaluation. The Board shall also review the Superintendent's current contract and any relevant Board policies.

The Board shall meet in closed session with the Superintendent to discuss the evaluation. (Government Code 54957)

The Superintendent shall have an opportunity to ask questions, respond verbally and in writing to the evaluation, and present additional evidence of his/her performance or district progress.

The Board president and Superintendent shall sign the evaluation as evidence that the evaluation has been discussed. The Superintendent shall place the evaluation in his/her personnel file.

After each evaluation has been completed, the Board shall meet in open session to give the Board and Superintendent an opportunity to jointly identify performance goals for the next year.

Legal Reference: (see next page)

Administration

BP 2140 (c)

EVALUATION OF THE SUPERINTENDENT

Legal Reference:

GOVERNMENT CODE

54957 Closed session, personnel matters

Policy adopted: February 17, 2009
Revised:

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws Item F.1.4. First Reading: Revised Board Policy 1312.3
Uniform Complaint Procedures

Prepared by Tim Larson
May 1, 2018

BACKGROUND:

This revision is brought forward to bring BP 1312.3 in line with the recommended language from CSBA. Our current policy does not have recently enacted legal references. It also contains redundant or unnecessary language specific to current law. The suggested language change aligns our policy with current regulations.

RECOMMENDATION:

Revised Board Policy 1312.3 Uniform Complaint Procedures is presented for a first reading. Any action is at the discretion of the board.

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

Effective governance has a positive impact on student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.4.

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints, which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation. ~~The district shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying and shall seek to resolve these complaints in accordance with the district's uniform complaint procedures. (5 CCR 4620)~~

Complaints Subject to the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing Adult Education Programs, After School Education and Safety Programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, Compensatory Education, ~~Every Student Succeeds Act/No Child Left Behind,~~ Migrant Education, Tobacco – Use Prevention Education, Career Technical and Technical Education and Training Programs, Child Care and Development Programs, Child Nutrition Programs, Special Education Programs, Consolidated Categorical Aid Programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, school safety plans, special education programs, State Preschool Programs, and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610)
2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)
3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)
4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)
5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)
6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance

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with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. ~~As appropriate~~ For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of

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those complaints in accordance with applicable law and district policy.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

~~3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.~~

4 3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedure

33380-33384 California Indian Education Centers

35186 Williams uniform complaint procedure

44500-44508 California Peer Assistance and Review Program for Teachers

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student Fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

UNIFORM COMPLAINT PROCEDURES

51210 Courses of study grades 1-6
 51223 Physical education, elementary schools
 51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements
 51226-51226.1 Career technical education
 51228.1-51228.3 Course periods without educational content
 52060-52077 Local control and accountability plan, especially:
 52075 Complaint for lack of compliance with local control and accountability plan requirements
 52160-52178 Bilingual education programs
 52300-52490 Career-technical education
 52500-52616.24 Adult schools
 54000-54029 Economic Impact Aid
~~52800-52870 School-based coordinated programs~~
 54400-54425 Compensatory education programs
 54440-54445 Migrant education
 54460-54529 Compensatory education programs
 56000-56867 Special education programs
 59000-59300 Special schools and centers
 64000-64001 Consolidated application process
GOVERNMENT CODE
 11135 Nondiscrimination in programs or activities funded by state
 12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
104420 Tobacco-Use Prevention Education
PENAL CODE
 422.55 Hate crime; definition
 422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
 3080 Application of section
 4600-4687 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
 1221 Application of laws
 1232g Family Educational Rights and Privacy Act
 1681-1688 Title IX of the Education Amendments of 1972
 6301-6577 Title I basic programs
 6801-6871 Title III language instruction for limited English proficient and immigrant students
 7101-7184 Safe and Drug-Free Schools and Communities Act
 7201-7283g Title V promoting informed parental choice and innovative programs
 7301-7372 Title V rural and low-income school programs
 12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
 794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
 2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
 2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
 6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
 35.107 Nondiscrimination on basis of disability; complaints

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CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

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

Dear Colleague Letter: Title IX Coordinators, April 2015

~~*Questions and Answers on Title IX and Sexual Violence, April 2014*~~

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

~~*Dear Colleague Letter: Sexual Violence, April 2011*~~

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

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

U.S. Department of Justice: <http://www.justice.gov>

Policy adopted: February 17, 2009

Revised: 3/19/13, 6/17/14; 10/4/16; 12/6/16, 5/1/18

SANTEE SCHOOL DISTRICT

Santee, California

Item G. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item H. CLOSED SESSION

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

The Board will go into Closed Session to discuss:

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

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

Item I. RECONVENE TO PUBLIC SESSION

Item J. ADJOURNMENT