



Santee School District

SCHOOLS:

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

**BOARD OF EDUCATION
REGULAR MEETING
AGENDA
May 19, 2020**

District Mission

Providing an extraordinary education in an inspiring environment with caring people

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

TO JOIN THE MEETING

Click this link to join from a PC, Mac, iPad, iPhone, or Android device or by phone: (669) 900-6833, Webinar ID: 816 7187 7811

FOR PUBLIC COMMENTS

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

PUBLIC COMMENTS MUST BE RECEIVED BY TUESDAY, MAY 19, AT 6:30 PM

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A. OPENING PROCEDURES – 7:00 p.m.

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

B. REPORTS AND PRESENTATIONS

1. Superintendent’s Report
 - 1.1. Developer Fees and Collection Report
 - 1.2. Enrollment Report

C. PUBLIC COMMUNICATION

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

D. CONSENT ITEMS

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

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

Superintendent

- 1.1. **Approval of Minutes** 11
It is recommended that the Board of Education approve meeting minutes with any necessary modifications.

Business Services

- 2.1. **Approval/Ratification of Expenditure Warrants** 20
It is recommended that the Board of Education approve and ratify the expenditure warrants for the month of April 2020.
- 2.2. **Approval/Ratification of Purchase Orders** 22
It is recommended that the Board of Education approve and ratify purchase orders for the month of April 2020 as presented in the item.
- 2.3. **Approval/Ratification of Revolving Cash Report** 28
It is recommended that the Board of Education approve/ratify revolving cash checks as listed.
- 2.4. **Acceptance of Donations, Grants, and Bequests** 30
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.

Educational Services

- 3.1. **Approval of Services Agreement with San Joaquin County Office of Education to Provide Claims Administration Services for the Medi-Cal Billing Option Program** 31
It is recommended that the Board of Education approve the agreement with San Joaquin County Office of Education for the LEA billing option for the period of July 1, 2020 through June 30, 2021.

Human Resource/Pupil Services

- 4.1. **Personnel, Regular** 53
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 Agreement with Kontraband Interdiction and Detection Services, Inc. (K.I.D.S.) for the 2020-2021 School Year** 53
It is recommended that the Board of Education approve the agreement with K.I.D.S. for the 2020-2021 school year.
- 4.3. **Adoption of Resolution No. 1920-35 to Reduce and/or Eliminate Classified Non-Management Positions** 55
It is recommended that the Board of Education adopt resolution no. 1920-35 to eliminate classified non-management positions.
- 4.4. **Approval of Short-Term Services Agreement** 61
It is recommended that the Board of Education approve the short-term services agreement.
- 4.5. **Approval to Renew Services with PowerSchool (TalentEd) Records, Perform and Sync for the 2020-2021 School Year** 62
It is recommended that the Board of Education approve to renew the services agreement with PowerSchool (TalentEd) for the 2020-2021 school year.
- 4.6. **Approval of Short Term Positions** 88
It is recommended that the Board of Education approve the short-term positions.

E.	DISCUSSION AND/OR ACTION ITEMS	89
	<i>Members of the audience wishing to address the Board about any of the following items were asked to submit a request-to-speak in advance.</i>	
	Superintendent	
1.1.	<u>Appointment of Director, Out-of-School Time Programs</u> It is recommended that the Board of Education appoint Jessica Ochoa, as Director, Out-of-School Time Programs, effective June 1, 2020.	90
	Business Services	
2.1.	<u>May Revise and State Budget Update</u> This is an information item. Action, if any, is at the discretion of the Board of Education.	91
	Human Resources/Pupil Services	
3.1.	<u>Approval of Declaration of Need for Fully Qualified Educators</u> It is recommended that the Board of Education approve the Declaration of Need for Fully Qualified Educators.	92
F.	BOARD POLICIES AND BYLAWS	96
1.1.	<u>Second Reading: New Board Policy 3515.4, Recovery for Property Loss or Damage</u> It is recommended that the Board of Education adopt new Board Policy 3515.4, Recovery for Property Loss or Damage, in a Second Reading as presented.	97
1.2.	<u>Second Reading: Revised Board Policy 3514.1, Hazardous Substances</u> It is recommended that the Board of Education adopt revised Board Policy 3514.1, Hazardous Substances, in a Second Reading, as presented.	99
1.3.	<u>First Reading: New Board Policy 3515.2, Disruptions</u> New Board Policy 3515.2, Disruptions, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.	102
1.4.	<u>First Reading: New Board Policy 3515.21, Unmanned Aircraft Systems (Drones)</u> New Board Policy 3515.21, Unmanned Aircraft Systems (Drones), is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.	105

- G. EMPLOYEE ASSOCIATION COMMUNICATION** 106
- H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS** 106
- I. CLOSED SESSION** 106
1. **Conference with Legal Counsel – Existing Litigation** (Gov't. Code § 54956.9)
- OAH #: 2020040867
 2. **California State of Emergency and Impact of COVID-19 Virus** (Gov't. Code § 54957)
 3. **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)*
 4. **Public Employee Performance Evaluation** (Gov't. Code § 54957)
Superintendent
- J. RECONVENE TO PUBLIC SESSION**
- K. ADJOURNMENT**

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

Members present:

Burns
 Ryan
 Levens-Craig
 El-Hajj
 Fox

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

1. Call to Order and Welcome

2. District Mission
Providing an extraordinary education in an inspiring environment with caring people

3. Approval of Agenda for the May 19, 2020, regular meeting

Agenda Item A.

Item B. REPORTS AND PRESENTATIONS

The following items are presented for Board information:

1. Superintendent's Report
 - 1.1. Developer Fees and Collection Report
 - 1.2. Enrollment Report

DEVELOPER FEES COLLECTION REPORT
2019-20
CUMULATIVE THROUGH MAY 19, 2020

Residential Rate: \$3.38 per square foot - effective 3/18/2020

Commercial Rate: \$0.38 per square foot - effective 6/20/18

Self Storage Rate: \$0.07 per square foot - effective 6/20/18

COM	RES	SS	ADDRESS	DATE OF COLLECT.	SQUARE FEET	AMOUNT	SCHOOL OF ATTENDANCE
	X		8343 O'Connell Rd	07/02/19	2,678	\$6,293.30	PD
	X		8504 & 8506 Goldfield St	09/05/19	3,938	\$9,254.30	CO
	X		8735 & 8737 Scrub Oak St	09/05/19	4,162	\$9,780.70	OO
	X		8509, 8507, 8505, 8508, 8510 Goldfield St	09/05/19	9,889	\$23,239.15	CO
	X		8739 & 8741 Scrub Oak St	09/05/19	3,936	\$9,249.60	CO
	X		10226 Settle Rd	09/05/19	595	\$1,398.25	SC
	X		11459 Woodside Ave	09/06/18	4,839	\$1,838.82	PD
	X		9650 Derald Rd	09/13/19	495	\$0.00	SC
	X		10735 Prospect Ave	09/13/19	4,173	\$1,585.74	PD
	X		9710 Halberns Blvd	09/13/19	1,148	\$2,697.80	SC
	X		9125 Carlton Hills Blvd (Mast Park)	09/17/19	647	\$0.00	CH
	X		9125 Carlton Hills Blvd (Mast Park)	09/17/19	200	\$0.00	CH
	X		9050 Trailmark Way	09/17/19	612	\$0.00	CO
	X		172 SF (Leasing Office) 2401 SF (Clubhouse, Fitness, Re	10/07/19	2,573	\$977.74	CFH
	X		7847,7851,7859,7861,7869,7865,7895,7891,7871,7875,7				
	X		879,7889 Mission Gorge Rd	10/07/19	101,411	\$238,315.85	CFH
	X		9051, 9055, 9059, 9063, 9067, 9071, 9075, 9079, 9083,				
	X		9087, 9091, 9095, 9096, 9092, 9088, 9084, 9080				
	X		Trailmark Wy.	10/14/19	55,845	\$131,235.75	CO
	X		9100, 9108, 9097 West Bluff Pl	10/14/19	672	\$1,579.20	CO
	X		9060, 9064 Trailridge Ave.	10/14/19	(1,988)	(\$4,294.08)	CO
	X		9758 Settle Rd	10/18/19	585	\$1,374.75	SC
	X		9334 Van Andel Way	11/07/19	869	\$2,042.15	CO
	X		9316 Pebble Beach Dr	11/08/19	1,148	\$2,697.80	CO
	X		10111 Prospect Ave	12/03/19	1,440	\$100.80	PA
	X		8614 Rumson Dr	12/18/19	553	\$1,299.55	CO
	X		8695 Toyopa Ct, 9099, 9103, 9107, 9111, 9115, 9119,				
	X		9123, 9129, 9132, 9128, 9124, 9120, 9116, 9112, 9108,				
	X		9104, 9100 Trailmark Wy.	01/08/20	56,867	\$133,637.45	CO
	X		8232 Poinciana Dr ADU	01/31/20	1,199	\$2,817.65	PD
	X		9914, 9918, 9922, 9926, 9930, 9938, 9942, 9946 & 9950				
	X		Buena Vista Ave	04/06/20	51,840	\$175,219.20	PA
	X		9513 E Hartland Circle	04/22/20	687	\$2,322.06	RS
	X		9055, 9063, 9075,9083, 9087& 9084 Trailmark Wy	04/22/20	1,174	\$3,968.12	CO
TOTAL PAGE 1						\$758,631.65	

*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

Santee School District
 ENROLLMENT REPORT
 5/15/2020*
 Month 11 Week 1
 School Week 39

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	05/15/20	05/17/19	# Diff	% Diff	TK	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6	Gr 7	Gr 8	05/15/20	05/17/19	# Diff	% Diff	05/15/20	05/08/20	# Diff
Cajon Park	16	88	103	91	101	103	99	122	115	117	955	937	18	1.9%	0	3	1	8	11	8	6	4	10	9	58	68	-8	-12.1%	1013	1013	0	
Carlton Hills	23	23	70	65	64	66	64	72	57	82	648	637	11	1.7%	1	8	5	3	4	2	3	5	3	34	45	-11	-24.4%	682	685	-3		
Carlton Oaks	23		78	89	82	75	98	77	78	101	788	796	-8	-1.0%	7	5	11	6	10	6	6	9	10	70	66	5	7.7%	888	888	0		
Chet F. Harritt		23	79	77	82	69	91	63	61	46	643	642	1	0.2%	0	0	0	0	0	6	3	0	0	9	0	9	0.0%	652	652	0		
Hill Creek	24	24	84	81	82	84	80	75	81	84	729	749	-20	-2.7%	3	7	2	9	3	1	0	0	0	25	26	0	0.0%	764	764	0		
Pepper Drive	22		73	99	102	107	99	90	133	91	914	945	-31	-3.3%	0	0	0	0	0	0	0	0	8	5	13	11	2	18.2%	927	927	0	
Pride Academy	21	19	78	51	58	61	84	57	48	73	668	579	-11	-1.9%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	588	588	0	
Rio Seco			94	93	100	117	95	109	112	108	950	945	5	0.5%	5	3	4	7	8	5	8	13	12	65	60	5	8.3%	1015	1015	0		
Sycamore Canyon	16	28	83	52	86	54	34	38	38	0	390	373	17	4.6%	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	390	389	1	
SUBTOTAL	129	133	703	710	737	734	726	681	710	680	6585	6603	-18	-0.3%	0	19	24	30	36	31	26	24	45	39	274	272	2	0.7%	6859	6861	-2	
Alternative School			0	1	2	3	2	6	1	1	6	22	27	-5	-18.5%														22	22	0	
Santee Success								1	5	3	9	6	3	50.0%												0	0	0	0.0%	9	9	0
NPS											0	0						2	2	3	4	2	3	16	10	6	60.0%	16	18	1		
SUBTOTAL	0	0	0	1	2	3	2	6	2	5	31	33	-2	-6.1%	0	0	0	0	2	2	3	4	2	3	16	10	6	60.0%	47	46	1	
TOTAL	129	133	703	711	739	737	728	687	712	686	6616	6636	-20	-0.3%	0	19	24	30	38	33	29	28	47	42	290	282	8	2.8%	6906	6907	-1	

*Schools closed due to Covid-19 3/16/20

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

SCHOOL	PK	TK	EAK 4yo	Total All
Cajon Park	0	0	0	1013
Carlton Hills	0	0	0	682
Carlton Oaks	0	0	0	858
Chet F. Harritt	0	0	0	652
Hill Creek	0	0	0	754
Pepper Dr	0	0	0	927
Prospect Ave	0	0	0	588
Sycamore Canyon	87	9	5	491
Total PK/EAK	87	9	5	

Total Enrollment Including PK
7007

Item C. PUBLIC COMMUNICATION

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

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 discussion of these items prior to the Board vote unless a member of the Board, staff, or public requests specific items be considered separately. Requests-to-speak were submitted in advance.

Consent Item D.1.1.
Prepared by Dr. Kristin Baranski
May 5, 2020

Approval of Minutes

BACKGROUND:

Presented for Board approval –

- May 5, 2020, special meeting minutes
- May 5, 2020, regular meeting minutes
- May 14, 2020, 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**

May 5, 2020
MINUTES

Via Video Conferencing

A. OPENING PROCEDURES

1. Call to Order and Welcome

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

Members present:

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

Administration present:

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

B. PUBLIC COMMUNICATION

President Burns invited members of the audience to address the Board about any item not on the agenda. He explained that given the current circumstances with COVID-19, the public was given the opportunity to submit comments online or by phone prior to the meeting. There were no public comments.

C. CLOSED SESSION

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

1. California State of Emergency and Impact of COVID-19 Virus (Gov't. Code § 54957)

2. Conference with Labor Negotiator (Gov't. Code § 54956.8)

Purpose: Negotiations
Agency Negotiators: Tim Larson, Assistant Superintendent
*Employee Organizations: Santee Teachers Association (STA); and
Classified School Employees Association (CSEA)*

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

Superintendent

The Board entered closed session at 6:05 p.m.

D. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 6:52 p.m., and reported no action was taken.

E. ADJOURNMENT

With no further business, the special meeting of May 5, 2020 was adjourned at 6:52 p.m.

Elana Levens-Craig, Clerk

Dr. Kristin Baranski, Secretary

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

May 5, 2020
MINUTES

Via Video Conferencing

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Burns called the meeting to order at 7:03 p.m.

Members present:

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

Administration present:

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

2. District Mission

President Burns recited the District Mission.

3. Approval of Agenda

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

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

B. REPORTS AND PRESENTATIONS

1. Superintendent's Report

1.1. Developer Fees and Collection Report

C. PUBLIC COMMUNICATION

President Burns invited members of the audience to address the Board about any item not on the agenda. He explained that given the current circumstances with COVID-19, the public was given the opportunity so submit comments online or by phone prior to the meeting. Member Burns noted there was one public comment pertaining to an agenda item and would be addressed during at the time.

D. CONSENT ITEMS

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

Superintendent

1.1. Approval of Minutes

2.1. Approval/Ratification of Travel Requests

2.2. Approval/Ratification of Expenditure Transactions Charged to District Issued Purchasing Cards (P-Cards)

2.3. Adoption of Resolution No. 1920-27 Requesting Temporary Transfer of Funds

2.4. Approval of Interdistrict Attendance Agreements

- 2.5. Adoption of Resolutions Authorizing Specific Designated Agents
- 2.6. Adoption of Resolution 1920-33 Designating the Assistant Superintendent, Business Services to be the District's Agent Authorized to Provide Assurances and Agreements Necessary to Apply for Federal Emergency Management Agency (FEMA) Grants through the California Office of Emergency Services
- 2.7. Adoption of Resolution 1920-34 Specifically Designating Public Works Project(s) of School Facilities as an Essential Critical Infrastructure Sector
- 3.1. Personnel, Regular
- 3.2. Approval to Submit Department of Defense Military Connected Local Educational Agencies for Academic and Support Programs

Member Ryan moved approval of consent items.

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

F. DISCUSSION AND/OR ACTION ITEMS

Superintendent

- 1.1. Adoption of Resolution No. 1920-26, Grading During Emergency School Closures
 Superintendent Baranski shared that in March, the Governor of California declared a State of Emergency due to the outbreak and spread of the Novel Coronavirus (COVID-19), issued an executive order directing all individuals to stay home until further notice. Santee School District closed its schools on March 16, 2020. She explained that during the COVID-19 school closure and the implementation of distance learning, adoption of this resolution, incorporates grading alternatives as options for use during the school closures period of March 16 – June 10 (Trimester 3).

Member El-Hajj shared struggling with supporting the item because of the message it sends that school is out for the year. She shared understanding the philosophy around the item and reading other material to learn more about it. President Burns explained that, for him, the resolution meant equity (i.e., inequity of support at home, etc.) Member Ryan agreed with Member El-Hajj and shared it may be a disservice for the students.

Member Fox moved approval.

<i>Motion:</i>	<u>Fox</u>	<i>Burns</i>	<u>Aye</u>	<i>El-Hajj</i>	<u>Nay</u>
<i>Second:</i>	<u>Levens-Craig</u>	<i>Ryan</i>	<u>Nay</u>	<i>Fox</i>	<u>Aye</u>
<i>Vote:</i>	<u>3-2</u>	<i>Levens-Craig</i>	<u>Aye</u>		

Business Services

- 2.1. Monthly Financial Report
 Karl Christensen, Assistant Superintendent of Business Services, reported the monthly financial report was for cash and budget revision transactions posted through March 31, 2020; and shared the District ended the month with a cash balance in the General Fund of approximately \$12.4 million sufficient to pay all of the District's financial obligations for the fiscal year.

Mr. Christensen noted the budget revisions continued to show an operating deficit in the unrestricted general fund and declining reserve percentages over the next two years. He noted this report was based on second interim report assumptions, which occurred before COVID-19; and was anxiously awaiting the May revise.

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

- 2.2. Approval of Final Guaranteed Maximum Price and Authorization to Proceed with Revised Scope of Work for Chet F. Harritt Building Project Under Lease-Leaseback Agreement with Balfour Beatty Construction, LLC
- 2.3. Approval of Final Guaranteed Maximum Price and Authorization to Proceed with Established Scope of Work for PRIDE Academy Building Project Under Lease-Leaseback Agreement with Balfour Beatty Construction, LLC
- 2.4. Approval of Final Guaranteed Maximum Price and Authorization to Proceed with Established Scope of Work for Sycamore Canyon Building Project Under Lease-Leaseback Agreement with Balfour Beatty Construction, LLC

Karl Christensen, Assistant Superintendent of Business Services, shared Items F.2.2., F.2.3., and F.2.4., were all related to approval of the maximum guaranteed price for construction at Chet F. Harritt, PRIDE Academy, and Sycamore Canyon Schools.

Mr. Christensen discussed a few modifications and noted Michelle Reiner, with Balfour Beatty Construction, and Debra Vaughn-Cleff with StudioWC were present to answer any questions. He shared construction would begin at Chet F. Harritt and Sycamore Canyon on May 18; and at PRIDE Academy on May 26. Estimated occupancy, for Chet F. Harritt is July 2021; and April 2021 for PRIDE Academy and Sycamore Canyon.

Member El-Hajj inquired if the District had the funds for the projects; and noted the estimate was lower than previously presented. Mr. Christensen confirmed the District had the funds for the projects; and shared the overall estimate was lower. Member El-Hajj asked if Project SAFE funds were still being considered for the portables at Chet F. Harritt. Mr. Christensen explained that because there was costs savings on the construction projects, and Santee School site selling for more than expected, Project SAFE funds would not be used for the portables.

President Burns asked if the door to the office could be changed to a double-glass door or doors with windows. He explained that with the current design, people inside could not see who was on the other side of door.

The Board expressed their appreciation for Michelle Reiner and Debra Vaughn-Cleff for their hard work in always keeping the District's best interest in mind. Ms. Reiner expressed her gratitude for being allowed to finish the last three projects; and Ms. Vaughn-Cleff shared her excitement to work on the projects. Member Levens-Craig moved approval.

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

2.5. Selection of Commissioning Agent for Capital Improvement Program Projects

Mr. Christensen shared the District would be constructing three new buildings as part of its Capital Improvement Program. He explained building codes require the District to procure the services of a qualified commissioning agent to analyze and confirm proper settings for new HVAC systems in new buildings over 10,000 square feet. Mr. Christensen noted this applied to Chet F. Harritt's construction only. He explained Administration recommended procuring these services for all three projects. Member Levens-Craig moved approval.

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

2.6. Approval of Ninyo & Moore for Geotechnical, Special Inspection, and Materials Testing Services for Building Projects at Chet F. Harritt, PRIDE Academy And Sycamore Canyon

Mr. Christensen explained the Division of State Architect (DSA) reviews and approves all school construction projects and part of the construction process requires geotechnical, special inspection and materials testing. He shared Administration asked for the approval of Ninyo & Moore to conduct this testing. Member El-Hajj moved approval.

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

2.7. Additional General Fund Budget Reductions for 2020-21

Member Burns shared there was one public comment relating to Item 2.7. He explained he would allow Administration to present the item, then ask Superintendent Baranski to read the comment for the record.

Superintendent Baranski noted that at the March 17 meeting, the Board of Education enacted \$1.1 million of on-going reductions and \$850,000 of one-time reductions to the General Fund to reduce the anticipated structural deficit for 2020-21, in response to the Governor's January budget proposal in which a COLA increase was proposed for the Local Control Funding Formula (LCFF) for 2020-21. She shared this condition signals enactment of a zero or negative COLA for the LCFF.

Mr. Christensen explained that since March, the condition and outlook for the State's budget has substantially worsened as restrictions on business and commerce were enacted to curtail the spread of the coronavirus (COVID-19). He explained that should these conditions materialize, they will substantially increase the District's structural deficit and jeopardize the ability to meet the three percent (3%) minimum reserved requirement in the third year of the multi-year projection for the Adopted Budget. Mr. Christensen shared a second set of recommended General Fund expenditure reductions for enactment.

Action	Category	Amount		Year Invoked	LCFF
		One-Time	On-Going		
Reduce Technology Reserve Transfer to 50% of Normal	Protection	0	90,000	2020-21	Supplemental
Reduce Deferred Maintenance Transfer/RRMA to the Minimum Allowed	Places	0	19,000	2020-21	Base
Reduce Weekly Release Time for Hill Creek Teachers to 50% of 2019-20 Budget	Programs	0	18,573	2020-21	Supplemental
Eliminate Algebra 1 Zero Period	Programs	0	35,062	2020-21	Base
Eliminate Interim Comprehensive Assessment (ICA) Stipends	Programs	0	91,493	2020-21	Supplemental
Eliminate Principal Coaching Contract with SDCOE	Programs	0	25,000	2020-21	Supplemental
Suspend Summer Bridge Program	Programs	53,764	0	2020-21	Supplemental
Eliminate 2 Admin Intern Positions	People	0	175,157	2020-21	Base
Reduce Work Year for 3 ERC Directors	People	0	24,693	2020-21	Base
Total All:		53,764	478,979		

Superintendent read the following public comment:

My Name is Luke Towne and I teach 8th grade Mathematics at Carlton Oaks. I would like to urge the board to not eliminate the "Algebra 1" program; also known as "Integrated Math-1", for next year. As a K-8 district our junior high students have limited opportunity for advancing their level of education. The Integrated-1 class is

one of the few ways they can. For those students who successfully complete the IM-1 class that is presently offered in the Santee School District, they are able to begin 9th grade in the Integrated-2 course. This puts them on track to reach the Calculus AB course by their Senior year. Universities continue to use this Calculus course as a standard to distinguish student applicants for admissions. Without the Integrated-1 course being offered to 8th graders, this achievement becomes extremely difficult. I challenge you to continue to meet the goal you set out for Educational Achievement in this district; to, "Assure the highest level of educational achievement for all students." Cutting this program would neglect this goal; limiting the educational level that students can achieve in the Santee School District. Of course, those students could always choose from any of the other east county school districts to achieve their highest level of mathematical education. Unfortunately, they wouldn't be able choose the Santee School District. We would be the only district to not offer them this opportunity. Please consider this as you examine areas for budget reduction. Thank you for your time.

The Board expressed their displeasure in making budget reduction decisions. Member El-Hajj asked for additional information on the Algebra I class (i.e., enrollment, pathway, etc.). Member Ryan shared she couldn't support the elimination of the Algebra I class as it was a disservice to the students. She asked if the Board would consider voting for that item separately. Member Levens-Craig explained not supporting the reductions, but knowing they were necessary. She strongly urged Administration not to neglect routine building maintenance of the facilities. Member Fox noted his concerns and dislike of budget reductions. President Burns shared he didn't like any of the reductions; as they would all impact students. He explained he based his decision on equity for all students and used the Algebra I class as an example of funds only affecting a small number of students. President Burns shared there could be ways of possibly making this course available at another school using different funding.

President Burns moved approval of the elimination of the Algebra I class.

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

Member Fox moved approval of the remaining reductions.

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

F. BOARD POLICIES AND BYLAWS

President Burns noted items F.1.1, and F.1.2., were second readings; and shared items F.1.3. and F.1.4., were first readings and asked Board members to contact Administration if there were any questions and/or concerns.

- 1.1. **Second Reading: Revised Board Policy 3513.3, Tobacco-Free Schools**
- 1.2. **Second Reading: New Board Policy 3514, Environmental Safety**
- 1.3. **First Reading: New Board Policy 3515.4, Recovery for Property Loss or Damage**
- 1.4. **First Reading: Revised Board Policy 3514.1, Hazardous Substances**

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

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

G. EMPLOYEE ASSOCIATION COMMUNICATION

Melanie Hirahara, STA President, shared the same sentiments on the budget reductions and expressed her gratitude toward Superintendent Baranski for the communication. Ms. Hirahara noted grading is a sticky situation and shared agreeing with Members El-Hajj and Ryan. She shared the lack of equity with the students' current home situation made it difficult to grade.

H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Superintendent Baranski shared with the suspension of upcoming events, Administration had been working on ideas for employee and student recognitions. She asked if the Board was in favor of creating a scripted video for staff. Member El-Hajj agreed to help with the script.

President Burns shared ideas to celebrate the special student recognition and 8th grade academic achievement students. Superintendent Baranski asked to move the presentation of the special student recognition to a later date to allow for additional planning. She shared that in lieu of academic achievement recognition, the District would be honoring academic student leaders from each site at the June 2nd meeting.

Superintendent Baranski shared ideas on celebrating the PTA Presidents and Salute to Excellence honorees. She proposed each honoree receive a lawn sign noting their recognition. Administration would deliver the signs to the honorees' homes and take pictures. A compilation of the pictures would be made into a video.

Superintendent Baranski shared Mr. Christensen is working with the architects on an informational construction videos to send to the PRIDE Academy and Sycamore Canyon communities; and inquired on adding a message from the Board to the video. Upon discussion, the Board agreed to include a message from the Board President and the school Principal.

Superintendent Baranski shared being in the process of establishing a promotion Board advisory committee that will include site administration, teachers, students, and parents.

Member Fox shared, he and Superintendent Baranski, are part of the Mayor's Blue Ribbon Task Force. He explained the committee is tasked with putting plans and procedures in place for when business open.

Member Levens-Craig noted her appreciation of the teachers for all their hard work; and hearing stories of teachers going above and beyond to make sure all their students have the resources to learn. Member Levens-Craig shared being proud to be part of this District. She expressed her gratitude towards the San Diego Book project for the donation of a few pallet of reading books. Member Levens-Craig shared the books are at the ERC are available for students and parents when they pick up enrichment packets.

President Burns shared his personal experience as a parent and distant learning; and noted the importance of working as a team with the teacher. He discussed his concerns for his son's academics and the assistance, and noted a lot of students will need help in the fall.

K. ADJOURNMENT

With no further business, the regular meeting of May 5, 2020 was adjourned at 8:37 p.m.

Elana Levens-Craig, Clerk

Dr. Kristin Baranski, Secretary

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

May 14, 2020
MINUTES

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

A. OPENING PROCEDURES

1. Call to Order and Welcome

President Burns called the meeting to order at 5:00 p.m.

Members present:

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

Administration present:

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

B. PUBLIC COMMUNICATION

President Burns invited members of the audience to address the Board about any item not on the agenda. He explained that given the current circumstances with COVID-19, the public was given the opportunity so submit comments online or by phone prior to the meeting. There were no public comments.

C. CLOSED SESSION

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

1. California State of Emergency and Impact of COVID-19 Virus (Gov't. Code § 54957)

The Board entered closed session at 5:02 p.m.

D. RECONVENE TO PUBLIC SESSION

The Board reconvened to public session at 6:52 p.m., and reported no action was taken.

E. ADJOURNMENT

With no further business, the special meeting of May 14, 2020 was adjourned at 6:52 p.m.

Elana Levens-Craig, Clerk

Dr. Kristin Baranski, Secretary

Consent Item D.2.1.
 Prepared by Karl Christensen
 May 19, 2020

Approval/Ratification of Expenditure Warrants

BACKGROUND:

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

Commercial Warrants issued for the period of April 2020:

<u>Fund #/Name</u>	<u>Warrant #'s</u>	<u>Amount</u>
0100 General	14-665609 TO 14-672890	\$369,003.89
0900	N/A	
1200	N/A	
1300	14-667655 TO 14-672888	\$72,704.77
1400	14-665611	\$480.00
2109	N/A	
2139 / 2108	14-665621 TO 14-667643	\$32,480.52
2518	14-671166	\$337.50
2538	14-667634 TO 14-672875	\$32,950.01
3500	N/A	
4000	14-671169 TO 14-671191	\$14,323.66
6300	14-665608 TO 14-672884	\$5,711.36
TOTAL:		\$527,991.71

Student Body Warrants issued for the period of April 2020:

\$9,190.00

Payroll Warrants issued for the period of April 2020:

<u>Fund #/Name</u>		<u>Amount</u>
01 00	01 00	\$5,486,691.02
12 00	12 00	\$23,041.84
13 00	13 00	\$116,054.52
14 00	14 00	\$0
25 18	25 18	\$4,025.07
63 00	63 00	\$254,042.97
		\$5,883,855.42

RECOMMENDATION:

It is recommended that the Board of Education approve the expenditure warrants for the month of April 2020 as presented.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The fiscal impact of commercial, student body, and payroll expenditure warrants total \$6,421,037.13 and is disclosed above.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.1.

BACKGROUND:

A numerical listing of purchase orders, including the date issued, the name of the vendor, a general description of items requested, and the anticipated cost of the purchase is attached for the review and approval of the Board of Education. Actual copies of the purchase orders are available for review upon request. As a part of the report, any payment to vendors that increases the amount of the purchase order by 10% or more, or change orders that increase the amount of the bid, will be presented for Board approval/ratification. The table below is a summary of total purchase orders by location for the month of April 2020:

AMOUNT	LOCATION
\$ 205.80	PEPPER DRIVE SCHOOL
\$ 169.57	CARLTON HILLS SCHOOL
\$ 213.02	SYCAMORE CANYON SCH
\$ 3,703.83	PROSPECT AVENUE SCH
\$ 3,063.27	CAJON PARK SCHOOL
\$ 818.48	CHET F HARRITT SCH
\$ 369.77	CARLTON OAKS SCHOOL
\$ 741.73	RIO SECO SCHOOL
\$ 70.10	HILL CREEK SCHOOL
\$ 12,815.00	STATE PRE-SCHOOL
\$ 24,292.70	BUSINESS SERVICES
\$ 107.55	HUMAN RESOURCES
\$ 21,197.34	EDUCATIONAL SERVICES
\$ 204.39	SPECIAL EDUCATION
\$ 14,759.60	EDUCATIONAL PROJECTS
\$ 2,207.57	PUPIL SERVICES
\$ 175.22	DISTRICT LIBRARY
\$ 336.59	PROJECT SAFE
\$ 269,921.61	MAINTENANCE
\$ 4,323.14	TRANSPORTATION
\$ 467,642.00	FACILITIES MODERNIZATION
\$ 2,601.29	WAREHOUSE
\$ 495.00	TECHNOLOGY SERVICES
\$ 830,434.57	Grand Total

RECOMMENDATION:

Administration recommends approval of purchase orders #0000010086 through #0000010137 issued April 1, 2020 through April 30, 2020.

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The fiscal impact of \$830,434.57 is disclosed on the following pages.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.2.

LOCATION LIST 2019-20

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

M = Monthly Blanket
A = Annual Blanket
L = Lottery

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

Fund Numbers

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

PURCHASE ORDER EXCEEDED BY 10%
FOR THE MONTH OF APRIL 2020

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
8460	7/2/2019	0100	CINTAS CORP	075	ANNUAL - UNIFORMS SERVICES - TRANS. DEPT	\$ 1,500.00
					INCREASED ANNUAL AMOUNT	\$ 500.00
					NEW TOTAL	\$ 2,000.00
8534	7/10/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR PEPPER DR.	\$ 600.00
					INCREASED ANNUAL AMOUNT	\$ 250.00
					NEW TOTAL	\$ 850.00
8535	7/11/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR TRANS. DEPT	\$ 225.00
					INCREASED ANNUAL AMOUNT	\$ 100.00
					NEW TOTAL	\$ 325.00
8535	7/11/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR CARLTON HILLS	\$ 625.00
					INCREASED ANNUAL AMOUNT	\$ 200.00
					NEW TOTAL	\$ 825.00
8535	7/11/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR CHET F. HARRITT	\$ 250.00
					INCREASED ANNUAL AMOUNT	\$ 125.00
					NEW TOTAL	\$ 375.00
8539	7/11/2019	0100	DS SERVICES	064	ANNUAL - SPARKLETTS WATER FOR SYCAMORE CYN	\$ 350.00
					INCREASED ANNUAL AMOUNT	\$ 175.00
					NEW TOTAL	\$ 525.00
8560	7/11/2019	0100	SC FUELS	076	ANNUAL - UNLEADED FUEL - M&O VEHICLES	\$20,000.00
					INCREASED ANNUAL AMOUNT	\$ 5,000.00
					NEW TOTAL	\$25,000.00
8914	9/3/2019	0100	KYOCERA	008	ANNUAL - SUPPLIES FOR THE RISO COPIER	\$ 1,700.00
					INCREASED ANNUAL AMOUNT	\$ 400.00
					NEW TOTAL	\$ 2,100.00
10076	3/26/2020	0100	CAMEO PAPER & JANITORIAL	078	STORES ORDER FOR GLOVES	\$ 1,523.50
					PRICE INCREASE DUE TO COVID 19 SUPPLY SHORTAGES	\$ 401.50
					NEW TOTAL	\$ 1,925.00

**PURCHASE ORDER LISTING
APRIL 2020
BY SITE**

PO Number	DATE	VENDOR	DESCRIPTION	FUND	AMOUNT	LOC	LOCATION
0000010104	4/14/2020	AMERICAN HEART ASSOCIATION	FUNDRAISER	0100	\$ 205.80	002	PEPPER DRIVE SCHOOL
				TOTAL	\$ 205.80		PEPPER DRIVE SCHOOL Total
0000010103	4/9/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 169.57	003	CARLTON HILLS SCHOOL
				TOTAL	\$ 169.57		CARLTON HILLS SCHOOL Total
0000010122	4/22/2020	SUPERINTENDENT OF SCHOOLS	SUPPLIES	0100	\$ 213.02	004	SYCAMORE CANYON SCH
				TOTAL	\$ 213.02		SYCAMORE CANYON SCH Total
0000010123	4/23/2020	AMAZON.COM	CLASSROOM SUPPLIES	0100	\$ 48.49	005	PROSPECT AVENUE SCH
0000010125	4/23/2020	DENA'S TRUCKING	CIP CONTAINER MOVE - PA	2538	\$ 300.00	005	PROSPECT AVENUE SCH
0000010131	4/23/2020	TROXELL COMMUNICATIONS INC	HEADPHONES	0100	\$ 3,355.34	005	PROSPECT AVENUE SCH
				TOTAL	\$ 3,703.83		PROSPECT AVENUE SCH Total
0000010103	4/9/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 63.27	006	CAJON PARK SCHOOL
0000010118	4/21/2020	SOUTHERN CALIFORNIA SOUND IMAGE INC	PA SYSTEM - CP	0100	\$ 3,000.00	006	CAJON PARK SCHOOL
				TOTAL	\$ 3,063.27		CAJON PARK SCHOOL Total
0000010094	4/3/2020	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES FOR CFH PREP WORK	2139	\$ 616.35	007	CHET F HARRITT SCH
0000010103	4/9/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 52.13	007	CHET F HARRITT SCH
0000010109	4/15/2020	WASTE MANAGEMENT OF EL CAJON -	SURPLUS TRASH - CFH - MOD PROJ	2139	\$ 150.00	007	CHET F HARRITT SCH
				TOTAL	\$ 818.48		CHET F HARRITT SCH Total
0000010103	4/9/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 369.77	008	CARLTON OAKS SCHOOL
				TOTAL	\$ 369.77		CARLTON OAKS SCHOOL Total
0000010103	4/9/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 241.73	009	RIO SECO SCHOOL
0000010114	4/17/2020	NEARPOD INC	LICENSE - RS	0100	\$ 500.00	009	RIO SECO SCHOOL
				TOTAL	\$ 741.73		RIO SECO SCHOOL Total
0000010103	4/9/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 70.10	010	HILL CREEK SCHOOL
				TOTAL	\$ 70.10		HILL CREEK SCHOOL Total
0000010127	4/23/2020	KIRK PAVING, INC	SAND & AC - PLAY EQUIP INSTALL	1200	\$ 4,700.00	012	STATE PRE-SCHOOL
0000010128	4/23/2020	ZASUETA CONTRACTING INC.	INSTALL PLAY EQUIP - PA PRESCH	1200	\$ 3,965.00	012	STATE PRE-SCHOOL
0000010129	4/23/2020	GB'S FENCE COMPANY	SHADE INSTALLATION - PA PRESCH	1200	\$ 4,150.00	012	STATE PRE-SCHOOL
				TOTAL	\$ 12,815.00		STATE PRE-SCHOOL Total
0000010092	4/3/2020	SOUTHWEST SCHOOL SUPPLY	KN95 MASKS	0100	\$ 457.94	064	BUSINESS SERVICES
0000010093	4/3/2020	DAILY JOURNAL CORPORATION	LEGAL AD - DEV. FEE INCREASE	0100	\$ 124.00	064	BUSINESS SERVICES
0000010095	4/3/2020	HOME DEPOT COMMERCIAL ACCOUNT	SUPPLIES-CNS LUNCH TRAFFIC	0100	\$ 267.63	064	BUSINESS SERVICES
0000010107	4/14/2020	RESEARCH & EDUCATIONAL DESIGN INSTITUTE	CONSULTING SERVICES	4000	\$ 12,760.00	064	BUSINESS SERVICES
0000010108	4/15/2020	FEDERAL EXPRESS CORPORATION	OVERNIGHT MAIL DELIVERY	0100	\$ 69.75	064	BUSINESS SERVICES
0000010110	4/16/2020	SOUTHWEST SCHOOL SUPPLY	COVID EMERG. SUPPLIES - MASKS	0100	\$ 10,613.38	064	BUSINESS SERVICES
				TOTAL	\$ 24,292.70		BUSINESS SERVICES Total
0000010103	4/9/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 107.55	065	HUMAN RESOURCES
				TOTAL	\$ 107.55		HUMAN RESOURCES Total
0000010103	4/9/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 122.34	066	EDUCATIONAL SERVICES
0000010115	4/17/2020	FRIENDS OF THE WATER CONSERVATION GARDEN	ADMISSIONS	0100	\$ 800.00	066	EDUCATIONAL SERVICES
0000010124	4/23/2020	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$ 25.00	066	EDUCATIONAL SERVICES
0000010135	4/29/2020	SUPERINTENDENT OF SCHOOLS	PROFESSIONAL COACHING SVCS	0100	\$ 20,250.00	066	EDUCATIONAL SERVICES
				TOTAL	\$ 21,197.34		EDUCATIONAL SERVICES Total
0000010103	4/9/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	0100	\$ 204.39	067	SPECIAL EDUCATION

0000010126	4/23/2020	ENCINITAS UNION SCHOOL DISTRICT	TRANSPORTATION SVCS	TOTAL	\$	204.39		SPECIAL EDUCATION Total
0000010132	4/24/2020	SUPERINTENDENT OF SCHOOLS	PROF. LEARNING SVCS	0100	\$	689.60	068	EDUCATIONAL PROJECTS
				0100	\$	14,070.00	068	EDUCATIONAL PROJECTS
				TOTAL	\$	14,759.60		EDUCATIONAL PROJECTS Total
0000010113	4/17/2020	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES	0100	\$	800.25	070	PUPIL SERVICES
0000010119	4/21/2020	AMAZON.COM	CLASSROOM SUPPLIES - PA	0100	\$	207.32	070	PUPIL SERVICES
0000010136	4/29/2020	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEES	0100	\$	1,200.00	070	PUPIL SERVICES
				TOTAL	\$	2,207.57		PUPIL SERVICES Total
0000010134	4/28/2020	BARNES AND NOBLE BOOKSELLERS	LIBRARY BOOKS - CP	0100	\$	175.22	071	DISTRICT LIBRARY
				TOTAL	\$	175.22		DISTRICT LIBRARY Total
0000010130	4/23/2020	CITI CARDS /	SUPPLIES	6300	\$	336.59	072	PROJECT SAFE
				TOTAL	\$	336.59		PROJECT SAFE Total
0000010101	4/9/2020	SIGLER	HVAC SUPPLIES	0100	\$	128.98	075	MAINTENANCE
0000010102	4/9/2020	STANDARD ELECTRONICS	EMERG. SPRINKLER REPAIRS - PD	0100	\$	190.00	075	MAINTENANCE
0000010106	4/14/2020	24-HOUR ELEVATOR, INC.	ELEVATOR REPAIRS	0100	\$	1,140.00	075	MAINTENANCE
0000010112	4/16/2020	COMPETITIVE METALS INC	MAINTENANCE SUPPLIES	0100	\$	150.63	075	MAINTENANCE
0000010120	4/22/2020	NINYO & MOORE	GEOTECHNICAL & TESTING SVCS-CP	1400	\$	12,648.00	075	MAINTENANCE
0000010121	4/22/2020	FRANK AND SON PAVING, INC.	ASPHALT REPLACEMENT - CP	1400	\$	255,664.00	075	MAINTENANCE
				TOTAL	\$	269,921.61		MAINTENANCE Total
0000010086	4/2/2020	O'REILLY AUTO PARTS	SUPPLIES FOR REPAIRS	0100	\$	329.72	076	TRANSPORTATION
0000010087	4/2/2020	PENSKE FORD	SUPPLIES FOR REPAIRS	0100	\$	124.29	076	TRANSPORTATION
0000010088	4/2/2020	DION INTERNATIONAL TRUCKS LLC	REPAIRS TO BUS	0100	\$	1,982.98	076	TRANSPORTATION
0000010089	4/2/2020	KIRKS RADIATOR	REPAIR SERVICES	0100	\$	307.78	076	TRANSPORTATION
0000010090	4/2/2020	BORDER TIRE	NEW TIRES ON BUS	0100	\$	852.87	076	TRANSPORTATION
0000010091	4/2/2020	CROWN LIFT TRUCKS	REPAIR SERVICES	0100	\$	397.50	076	TRANSPORTATION
0000010137	4/29/2020	DAY WIRELESS SYSTEMS	MAINTAINENCE SERVICES	0100	\$	328.00	076	TRANSPORTATION
				TOTAL	\$	4,323.14		TRANSPORTATION Total
0000010097	4/7/2020	ZASUETA CONTRACTING INC.	PREP WORK -SC LRC	2538	\$	9,660.00	077	FACILITIES MODERNIZATION
0000010117	4/20/2020	CLASS LEASING, LLC	MODULAR CR - SC	2538	\$	443,014.00	077	FACILITIES MODERNIZATION
0000010133	4/27/2020	ZASUETA CONTRACTING INC.	REMOVE & REPLACE STRUCTURE	2538	\$	14,968.00	077	FACILITIES MODERNIZATION
				TOTAL	\$	467,642.00		FACILITIES MODERNIZATION Total
0000010096	4/6/2020	AMAZON.COM	DISTILLED WATER	0100	\$	34.99	078	WAREHOUSE
0000010098	4/7/2020	PIONEER CHEMICAL COMPANY	INVENTORY REPLENISHMENT	0100	\$	876.01	078	WAREHOUSE
0000010099	4/7/2020	SOUTHWEST SCHOOL SUPPLY	INVENTORY REPLENISHMENT	0100	\$	482.72	078	WAREHOUSE
0000010105	4/14/2020	WASTE MANAGEMENT OF EL CAJON -	SURPLUS TRASH - ALL SITES	0100	\$	228.90	078	WAREHOUSE
0000010116	4/20/2020	MAINTEX INC	INVENTORY REPLENISHMENT	0100	\$	978.67	078	WAREHOUSE
				TOTAL	\$	2,601.29		WAREHOUSE Total
0000010111	4/16/2020	MICRO REPLAY	iPAD REPAIR SERVICES	0100	\$	495.00	091	TECHNOLOGY SERVICES
				TOTAL	\$	495.00		TECHNOLOGY SERVICES Total
					\$	830,434.57		Grand Total

Consent Item D.2.3.
Prepared by Karl Christensen
May 19, 2020

Approval/Ratification of Revolving Cash Report

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 #22671 through #22673 on the \$20,000 Revolving Cash Account.

This recommendation supports the following District goal:

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

FISCAL IMPACT:

The fiscal impact is \$190.10 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.2.3.

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

Date	Number	Name	Memo	Amount
04/27/20	22671	California Dept of Tax And Fee Admin	Diesel Fuel Exempt Bus Operator	39.00
04/27/20	22672	Diana Meza	Deduction Refund for December Paycheck	907.31
05/04/20	22673	Von's	Lorene Foster Fund-No Alcohol or Tobacco	150.00

Total Checks Written	\$1,096.31
March& April Bank Fee	\$1.10
Reimbursed by SDCOE	(\$907.31)
Total to be Reimbursed	\$190.10

Total to Deduct from Future Reimbursement	
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Consent Item D.2.4.
 Prepared by Karl Christensen
 May 19, 2020

Acceptance of Donations, Grants, and Bequests

BACKGROUND:

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

<i>Item</i>	<i>Approximate Value</i>	<i>Received From</i>	<i>Designated For Use At</i>
DONATIONS			
Funds for ASB for 8 th Grade Gifts	\$600.00	Cajon Park PTSA	Cajon Park School
Funds for Child Nutrition Services Emergency Meals due to COVID-19	\$2,000.00	Derick Houston	Child Nutrition Services
Funds for Child Nutrition Services Emergency Meals due to COVID-19	\$7,500.00	San Diego Hunger Coalition	Child Nutrition Services
GRANTS			
(None)			
BEQUESTS			
(None)			
TOTAL RECEIVED	\$10,100.00		

RECOMMENDATION:

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

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

The donations, grants, and/or bequests listed above are valued at \$10,100.00.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.2.4.

Consent Item D.3.1.

Approval of Services Agreement with San Joaquin County Office of Education to Provide Claims Administration Services for the Medi-Cal Billing Option Program

Prepared by Dr. Stephanie Pierce
May 19, 2020

BACKGROUND:

The District has contracted with San Joaquin County Office of Education (SJCOE) to administer and submit claims under the Local Education Agency (LEA) billing option program since 2016 using their MedAsist Program in conjunction with SEIS, our electronic database for special education services. This has allowed for a larger number of Medi-Cal billable claims, which has resulted in increased revenue. Approval of this agreement will continue these services into the 2020-2021 school year.

SJCOE will submit monthly invoices for their fees that are equal to approximately 10% of the value of paid claims submitted on behalf of LEA.

RECOMMENDATION:

It is recommended that the Board of Education approve the agreement with SJCOE for the LEA billing option program for the period of July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

The revenue projection for the LEA Medi-Cal bill program for 2020-21 is \$100,000 with fees of \$10,000.

STUDENT ACHIEVEMENT:

Support services may provide a greater potential for student success.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.3.1.



**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SEIS BILLING SERVICES AGREEMENT**

This Agreement made and entered this July 1, 2020 (“Effective Date”) between **Santee School District, a California public school district** hereinafter referred to as “**CLIENT**”, having an address at 9625 Cuyamaca Street, Santee, California 92071 and **San Joaquin County Office of Education, a California county office of education**, hereinafter referred to as “**SJCOE**” having an address at 2922 Transworld Drive, Stockton, California 95206.

The parties hereto agree that **SJCOE** will provide Local Education Agency (LEA) Medi-Cal Billing Option Claiming Services outlined in the California State Plan under Title XIX of the Social Security Act, including all future approved Amendments to the California State Plan (SPA 15-021) to **CLIENT**. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** shall hold **SJCOE** harmless from claims by its subcontracting organizations. **CLIENT** shall inform **SJCOE** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing on July 1, 2020, for preparing LEA Medi-Cal Billing Option claims for **CLIENT**. Claims will be submitted on a monthly basis for such claims **SJCOE** receives from **CLIENT**.

This Agreement shall automatically renew for additional periods of twelve (12) months each unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

CLIENT may terminate this Agreement, with or without cause, upon ninety (90) days written notice to **SJCOE**, provided that **CLIENT** agrees to pay **SJCOE** all fees for services provided by **SJCOE** through the date of termination.

2. SEIS BILLING INPUT DATA

CLIENT shall be responsible for the input of all electronic entries into the Special Education Information System (SEIS) (IEP & NonIEP) Billing, which **SJCOE** will process claims for. Accurate, complete, and correct data necessary for **SJCOE** to perform its services hereunder shall be the sole responsibility of **CLIENT**. **SJCOE** will however make every reasonable effort to verify the completeness and accuracy of information underlying the claims it submits on the **CLIENT**’s behalf. **SJCOE** shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **CLIENT** to electronically enter such data, shall be the sole responsibility of **CLIENT** and every reasonable effort shall be made to correct such data by **CLIENT**. **CLIENT** shall notify **SJCOE** of any incorrect data and in the event **CLIENT** requests **SJCOE** to

complete the necessary Claim Inquiry Form (CIF) to retract and resubmit such claims **SJCOE** will charge **CLIENT** a processing fee of \$45.00 per hour.

Claim Submission and LEA claims must be received by the Department of Health Care Services (DHCS) Fiscal Intermediary (FI) Twelve-Month Billing Limit within (12) months following the month in which services were rendered. **SJCOE** will make every reasonable effort to submit each Medi-Cal claim within thirty (30) days of the claim input by **CLIENT**. **SJCOE** will also make every reasonable effort to bill any necessary retroactive claims in order to minimize revenue lost due to Medi-Cal's one (1) year billing limit. **CLIENT** acknowledges that in the event Medi-Cal denies reimbursement of a claim, such denials are common and **SJCOE** will randomly monitor these denials and make every attempt to re-bill for reconsideration of reimbursement by Medi-Cal.

3. **SJCOE LOGS**

If **CLIENT** elects to submit paper billing logs for the documentation of medically necessary services (excluding transportation trip logs), **SJCOE** will charge **CLIENT** an additional 2% for secured storage and processing. **CLIENT** is ultimately responsible for the accuracy and completeness of paper logs submitted based on the minimum standards set forth by the Department of Health Care Services (DHCS). **CLIENT** agrees to provide **SJCOE**, on a timely basis, all forms and documentation in a manner prescribed by **SJCOE** and as required for the successful preparation and submission of claims.

4. **COST AND REIMBURSEMENT COMPARISON SCHEDULE SERVICES**

The Cost and Reimbursement Comparison Schedule (CRCS) is a mandatory requirement for participation in the LEA Medi-Cal Billing Option Program (LEA Program). The LEA Program requires that LEAs annually certify that the public funds expended for LEA services provided are eligible for federal financial participation, in accordance with 42 CFR 433.51. **CLIENT** ensures that only employees providing direct health services (Participant Pool 1) in a given quarter, may be included on the CRCS for that quarter. **CLIENT** is ultimately responsible for the preparation and submission of the CRCS. **SJCOE** will provide support to **CLIENT** in conjunction with the recommendations set forth by DHCS.

5. **OPERATING PROCEDURES**

SJCOE shall be responsible for the processing of all claims for services rendered by **CLIENT** and its employees, which have been turned over to **SJCOE** for processing. **SJCOE** will obtain and store pupil's Medi-Cal beneficiary eligibility in accordance with a signed Department of Health Care Services, Agreement for Disclosure and Use of Medi-Cal Data (hereinafter "Data Use Agreement" or "DUA" between the **CLIENT**, **SJCOE** and DHCS, attached hereto as Exhibit "A" and hereby incorporated by reference.

SJCOE agrees to:

- a. Provide training, continuing education, and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims for interim reimbursement.
- b. Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to the provision of services under this Agreement.
- c. Establish and maintain procedures for the timely preparation of claims to Medi-Cal. This includes setting time schedules that must be adhered to by **CLIENT**'s staff.
- d. Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal. Prepare and submit weekly claims to Medi-Cal for payment.
- e. **SJCOE** will provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. **SJCOE** will provide all program support to **CLIENT** and will direct other resources to **CLIENT** as required. **SJCOE** will coordinate all training and on-site support activities for **CLIENT**.

CLIENT agrees to:

- a. Ensure that all Medi-Cal covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000. **CLIENT** will ensure that all qualified practitioners licensure and credentials are current and in good standing with the respective licensing agent. **CLIENT** will notify **SJCOE** in writing of any changes in staffing both of employed and contracted practitioners.
- b. As of July 1, 2018 in order to be eligible to receive interim reimbursement under the LEA Medi-Cal Billing Option Program, **CLIENT** shall follow all guidelines set forth by CMS and DHCS in participation and cooperation in School Based Medi-Cal Administrative Activities (SMAA) Random Moment Time Survey (RMTS) unless otherwise acting as a model 2 **SJCOE** contracting out for ALL direct health service practitioners. **CLIENT** agrees to ensure that claims and costs are necessary for the proper and efficient administration of LEA Medi-Cal Billing Option Services. **CLIENT** agrees to ensure that individuals submitting claims for LEA Medi-Cal Billing Option Program are also included on the quarterly SMAA Cost Pool as a direct service and administrative providers (Cost Pool 1) and participates in the SMAA program in accordance with DHCS and CMS guidelines.
- c. **SJCOE** recommends **CLIENT** implement a compliance plan in accordance with the Centers for Medicaid Services (CMS). The Compliance plan is intended to

assist Local Education Agencies (LEA) in developing and implementing effective compliance programs that promote, adherence to, and allow for, the efficient monitoring of compliance with all applicable statutory, regulatory and Medicaid program requirements. An effective compliance plan should both articulate and demonstrate the LEAs commitment to ethical and legal business conduct and create a culture of compliance. Federal Register / Vol. 63, No. 243 / **CLIENT** agrees to adhere to all Policy and Procedure letters relating to the LEA Medi-Cal Billing Option Program, School-Based Medi-Cal Administrative Activities and Targeted Case Management. **CLIENT** agrees to share the SMAA Quarterly Coding Report with **SJCOE** Compliance staff to ensure accurate billing claims.

- d. Provide a contact person who shall serve as coordinator for all **CLIENT** activities. This person will work directly with **SJCOE**'s management and support staff to ensure program compliance and authenticity.
- e. Arrange for **CLIENT** staff to attend mandatory training sessions related to the electronic data input of SEIS billing and form/documentation completion. **CLIENT** will assume the responsibility of overseeing the participation of electronic entries and/or paper forms submitted to **SJCOE**.
- f. In accordance with Title 42 of the Code of Federal Regulations (CFR), Sections 455.410 & 455.440, **CLIENT** agrees to include the National Provider Identifier (NPI) number of the Ordering Referring and Prescribing (ORP) practitioner on claims for treatment health care services. **CLIENT** also agrees that all practitioners who order, refer or prescribe treatment services must be individually enrolled as a Medi-Cal ORP provider.

6. FEE SCHEDULE

CLIENT shall pay **SJCOE** by the number of processing and administrative hours worked. In accordance with regulations 42 CFR §447.10 and 22 CCR § 51502.1, **SJCOE** will validate the number of hours worked on the project by assuming 20% of the LEA Coordinator's time at \$84.00/hour and 80% of the LEA Project Liaison's time at \$51/hour. For **CLIENT** convenience, this typically amounts in and around to 12.0 percent charged to the LEA, however a percentage charge is prohibited by Federal regulations.

SJCOE anticipates receiving periodic reports from Medi-Cal regarding which **CLIENT'S** claims, submitted by **SJCOE**, were paid by Medi-Cal. Based on such reports, **SJCOE** shall submit invoices to **CLIENT**, which shows the amount **CLIENT** must pay **SJCOE** for claims submitted by **SJCOE** and paid to **CLIENT**. **CLIENT** must remit payment to **SJCOE** for the claims paid, as reflected on **SJCOE'S** invoice to **CLIENT**, within sixty (60) days of the date of invoice. A \$75 late fee will be applied to each monthly invoice where **SJCOE** has not received payment within the sixty (60) days of the date of invoice.

7. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF DATA

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **SJCOE** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **SJCOE** and **CLIENT**, the sole and exclusive property of **SJCOE**. **CLIENT** agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

CLIENT will abide by all Recitals as set forth in **CLIENT**'s (SEIS) Technology Agreement specific to AB 1584.

WHEREAS, SJCOE provides digital education software that is authorized to access, store and use Pupil Records and/or provides services, including cloud-based services, for the digital storage, management and/or retrieval of Pupil Records;

WHEREAS, CLIENT is a "local educational agency" under California Education Code Section 49073.1(3), which defines "local educational agency" as including "school districts, county offices of education, and charter schools;"

WHEREAS, SJCOE is a "third party" under California Education Code Section 49073.1(6), which defines "third party" as a **SJCOE** of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Pupil Records;

WHEREAS, California Education Code Section 49073.1 requires that any contract for the provision of services entered into between **SJCOE** and **CLIENT** contain provisions specified in sections (b)(1) through (b)(9) of California Education Code Section 49073.1;

WHEREAS, SJCOE and **CLIENT** desire to amend the terms of the Agreement to satisfy the requirements of California Education Code section 49073.1; and now therefore, **SJCOE** and **CLIENT** agree to the terms in compliance with California Education Code Section 49073.1:

- I. Definitions: As used herein the following terms are defined as follows:
 - a. "Adult Pupil" means a Pupil who has reached 18 years of age.
 - b. "De-identified Information" means information that cannot be used to identify an individual pupil.
 - c. "Parent" means a natural parent, an adopted parent or legal guardian of a Pupil.
 - d. "Pupil" or "Pupils" means a student or students of **CLIENT**.

- e. “Personally Identifiable Information” includes: 1) the Pupil’s name, 2) the name of the Pupil’s parent or other family members, 3) the address of the Pupil or Pupil’s family, 4) a personal identifier, such as a Pupil’s social security number, Pupil’s number, or biometric record, 5) other indirect identifiers, such as the Pupil’s date of birth, place of birth, and mother’s maiden name, 6) other information that, alone or in combination, is linked or linkable to a specific Pupil that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Pupil with reasonable certainty, or 7) information requested by a person who the educational agency or institution reasonably believes knows the identity of the Pupil to whom the Pupil Record relates.
 - f. “Pupil Records” means both of the following: 1) any information directly related to a Pupil that is maintained by **SJCOE**, including Personally Identifiable Information, and 2) any information acquired directly from the Pupil through the use of instructional software or applications assigned to the Pupil by a teacher or other **CLIENT** employee. “Pupil Records” does not mean aggregated de-identified Information used by **SJCOE** for the following purposes: to improve educational products for adaptive learning purposes and for customizing Pupil learning; to demonstrate the effectiveness of **SJCOE**’s products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.
- II. Ownership and Control of Client Data, Including Pupil Records. At all times during the term of this Agreement and after termination of this Agreement, all Pupil Records remain the exclusive property of **CLIENT** and **CLIENT** retains exclusive rights, ownership and control thereto.
 - III. Use of Pupil Records. **SJCOE** shall not use any Pupil Records to which it has access by way of this Agreement for any purpose other than those required or specifically permitted by this Agreement.
 - IV. Review and Correction of Pupil Records. A Parent or Adult Pupil may review his/her Pupil Records that are retained, stored, hosted, accessed or used by **SJCOE** by making a request in writing to **CLIENT** for access to the subject Pupil Records. Subject to **CLIENT** verification of identity, approval of disclosure and redaction of any Personally Identifiable Information of a Pupil other than the Pupil of the Parent or Adult Pupil, who is making the request, **CLIENT** will direct **SJCOE** to provide access to any/all requested Pupil Records within five (5) business days or as otherwise required by law, by issuing the Parent or Adult Pupil a temporary user name and password to log on to the **SJCOE**’s software/information system to review the requested Pupil Records. This time frame may be extended by written consent of the Parent or Adult Pupil. A Parent or Adult Pupil may submit written corrections to Pupil

Records retained, stored, hosted, accessed or used by **SJCOE** to **CLIENT**. **CLIENT** shall have exclusive authority over **SJCOE** with respect to authorizing disclosure of Pupil Records pursuant to this Agreement.

- V. A Parent or Adult Pupil may correct erroneous information identified upon review of Pupil Records by making a written request to **CLIENT**. Subject to **CLIENT**'s verification of identity and approval of such a request to correct the erroneous information, **CLIENT** shall notify **SJCOE** of the approved request and direct **SJCOE** to correct the erroneous information. **SJCOE** will not make any modification to Pupil Records unless specifically directed to do so by **CLIENT**. **SJCOE** shall direct all requests to review and/or correct erroneous information to **CLIENT**.
- VI. Targeted Advertising Prohibited. **SJCOE** shall not use any **CLIENT** Data, including Pupil Records, to engage in targeted advertising during the term of this Agreement, and this provision survives the termination of this Agreement.
- VII. Security and Confidentiality of Pupil Records. **SJCOE** will do the following to ensure the security and confidentiality of Pupil Records:
 - a. Designate an employee responsible for the training and compliance of all **SJCOE** employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.
 - b. **SJCOE** will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect **CLIENT** Data from any and all unauthorized access and disclosures.
 - c. **SJCOE** has designated an individual responsible for training **SJCOE** employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.
 - d. **SJCOE** shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.
 - e. **SJCOE** shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of **CLIENT** and/or Pupils.
 - f. **SJCOE** warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by **SJCOE**, if any, to execute the terms of this Agreement.
 - g. **SJCOE** warrants that all Pupil Records will be encrypted in transmission and storage.

- h. **SJCOE** will use appropriate and reliable storage media, which shall include weekly backup of all input provided by **CLIENT** and offsite storage of backup material for a 30-day period.

VIII. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

- a. Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, **CLIENT** and **SJCOE** agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.
- b. Parent or Adult Pupil will be immediately notified of:
 - i. The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);
 - ii. The specific Pupil Records that were used or disclosed without authorization;
 - iii. What **SJCOE** and **CLIENT** have done or will do to mitigate any effects of the unauthorized use or disclosure; and
 - iv. What corrective action **SJCOE** and **CLIENT** have taken or will take to prevent future occurrences.

Except as otherwise required by law, **SJCOE** will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from **CLIENT**.

IX. Compliance with Applicable Laws. **CLIENT** Data includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). **SJCOE** recognizes that as a county office of education and public entity, **SJCOE** is considered a "School Official" (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to **CLIENT** through this Agreement. The Parties agree that the services provided to **CLIENT** through this Agreement serve a "legitimate educational interest," as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to California Education Code Section 49060 et. seq. The Parties shall comply with the following process for compliance with FERPA and California law:

- a. **SJCOE** and **CLIENT** warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code Section 49060 et. seq., and have designated an individual responsible for ensuring compliance therewith.
- b. **SJCOE** and **CLIENT** shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.

By the signature of its authorized representative or agent below, **SJCOE** hereby acknowledges that **CLIENT** has provided notice under California Education Code Section 49075(a) and 34 C.F.R. section 99.33(d) that **SJCOE** is strictly prohibited from disclosing Pupil Records from **CLIENT** to any third party without the prior written consent and direction to authorize disclosure by **CLIENT**.

- X. Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, **SJCOE** warrants that it will securely transmit all **CLIENT** Data, including Pupil Records, to **CLIENT** in ASCII delimited file format or other mutually agreed format, without retaining any copies of **CLIENT** Data. In the alternative, and subject to a written request from **CLIENT**, **SJCOE** will securely destroy all **CLIENT** Data, including Pupil Records, upon termination of this Agreement. **SJCOE** will then provide verification to **CLIENT** that the **CLIENT** Data not otherwise returned to **CLIENT** was destroyed subject to **CLIENT**'s written request, the date of destruction and the method of destruction.

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence and each part agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party. Both parties agree to utilize FileZilla, a SFTP secure network to exchange all sensitive information.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

8. **HIPAA OBLIGATIONS:**

The parties agree that some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the Final Omnibus Rule, at 45 CFR Parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2, and the provisions of other applicable federal and state laws as required by the Data Use Agreement.

9. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

SJCOE SHALL NOT BE LIABLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAYS OR FAILURES IN PERFORMANCE OR NON-PERFORMANCE OR INTERRUPTION OF SERVICE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSE BEYOND THE REASONABLE CONTROL OF SJCOE. SJCOE'S LIABILITY, UNDER THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES. SJCOE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT.

10. **GENERAL**

- a. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- b. **SUCCESSORS** – This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- c. **ATTORNEYS** – In the event that either **SJCOE** or **CLIENT** commences a legal proceeding, each party shall pay their own attorney's fees.

- d. **SEVERABILITY** – In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- e. **NOTICES** – Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.
- f. **STATE LAW** – This Agreement shall be governed by and construed in accordance with the laws of California.
- g. **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement shall survive the termination of this Agreement and shall be in full force and effect notwithstanding such expiration or termination.
- h. **ANTI-FRAUD AND ABUSE** – Notwithstanding anything to the contrary herein this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly herein or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- i. **DESCRIPTIVE HEADINGS** - The descriptive headings in the Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

11. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **SJCOE** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, age, ethnicity, nationality, national origin, ancestry, medical condition, marital status, veteran or disability status. It is **SJCOE**'s policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

SJCOE MAKES NO REPRESENTATION OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY STATED HEREIN.

[Not sure why this is included. Delete if not applicable. Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree?

Yes No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

Yes No N/A]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. Further, client's signature below affirms he/she is an authorized representative for the **CLIENT**.

San Joaquin County Office of Education

Santee School District

BY: _____

BY: _____

NAME: Warren Sun

NAME: _____

TITLE: Division Director, Operations

TITLE: _____

EXHIBIT "A"

DEPARTMENT OF HEALTH CARE SERVICES
AGREEMENT FOR DISCLOSURE AND USE OF MEDICAL DATA

(ATTACHED)

DEPARTMENT OF HEALTH CARE SERVICES

AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

1. In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and Santee School District (parties) enter into this Agreement as follows: This Agreement is by and between the California Department of Health Care Services and Santee School District (User(s)).
2. This Agreement addresses the conditions under which DHCS will disclose and the User(s) will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to the User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement shown in Section 22.
3. The parties mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized acquisition, access, use or disclosure. The User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

Laura Missimer

Name of Custodian of Files

Coordinator II, LEA Medi-Cal Program

Title/Component

San Joaquin County Office of Education

Company/Organization

P.O. Box 213030

Company Address

Stockton, CA 95213

City/State/Zip

209-468-9012/ lmissimer@sjcoe.net

Phone Number / Email Address

User Initial: LC

4. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

California Department of Health Care Services
Safety Net Financing Division, LEA Program Unit
Attn: Cheryl Ward
(916) 345-7687
LEA@dhcs.ca.gov

5. The parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Files
Attachment B: Security Controls
Attachment C: Notification of Breach
Attachment D: Certificate of Destruction

6. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: Data is released to LEAs for the purpose of verifying Medi-Cal eligibility of the beneficiaries. Services are being provided to students, and prior to services being rendered LEAs are obligated to verify the students' (beneficiaries') eligibility. The data listed in Attachment A is the minimum amount needed for this purpose.
7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, *which include the Final Omnibus Rule*, at 45 CFR Parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 *et. seq.*, Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2, and the provisions of other applicable federal and state laws. User(s) specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User(s) also specifically agree they will not use any DHCS data, by itself or in combination with any other data from any source, whether or not publicly available, to individually identify any person to anyone other than DHCS, as provided in this Agreement.

User Initial: zc

8. The following definitions shall apply to this Agreement. The terms used in this Agreement not otherwise defined shall have the same meanings as those terms have in the HIPAA regulations, the IPA or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
- a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the IPA.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code sections 1798.3 and 1798.29.
 - d. PHI means individually identifiable health information that is transmitted by electronic media maintained in electronic media (45 CFR § 160.103), or is transmitted or maintained in any other form or medium (Management Memo Management Memo (MM) 08-11 and SAM 5365.2; Also, see SAM 5305.8).
 - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized acquisition, access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h) and the HIPAA regulations.

9. The User(s) represent and warrant that, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization, except as DHCS shall authorize in writing. The User(s) agrees that, within the User's (s') organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User(s) shall not use the information to identify or contact any individuals.
10. The User(s) agree to notify DHCS within 30 days of the completion of the purpose specified in section 6. Upon such completion, the User(s) shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User(s) shall certify the destruction of the file(s) in writing within 30 days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in section 4. The User(s) agree that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in section 4.
11. The User(s) agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, and the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), and the HIPAA Regulations. Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User(s) also agrees to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. In addition, the User(s) agree to comply with the specific security controls enumerated in Attachment B of this Agreement. The User(s) also agree to ensure that any agents, including a subcontractor to whom they provide DHCS data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s).

12. The users acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164, of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq., the Confidentiality of Substance Use Disorder Patient Records 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.53 allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose, or to investigate or prosecute criminal or other activities as authorized by an appropriate court order under section 2.66. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User(s) with respect to such information.
13. The User(s) agree to report to DHCS any acquisition, access, use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery, and to take further action regarding the acquisition, access, use or disclosure as specified in Attachment C, Notification of Breach, of this Agreement.
14. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User(s) shall observe the following requirements.
 - a) User(s) shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
 - b) User(s) shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.

User Initial:

16. The User(s) acknowledge that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
17. By signing this Agreement, the User(s) agree to abide by all provisions set out in this Agreement and in Attachments B, C and D and for protection of the data file(s) specified in this Agreement, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User(s) agree that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.
18. This Agreement shall terminate at the time of the completion of the project which is described in paragraph 6, or on December 1, 2021, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
19. Termination for Cause. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.
20. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
21. This Agreement shall be binding on any successors to the parties.

User Initial: 

22. The Custodian, as named in Section 3, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User(s), and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User(s).

Laura Missimer

Name of Custodian of File(s)

Coordinator II, LEA Medi-Cal Program

Title/Component

Laura Missimer

Digitally signed by Laura Missimer
Date: 2019.01.08 13:14:05 -08'00'

Signature

1/8/2019

Date

23. On behalf of the User(s), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Karl Christensen

Name

Asst. Superintendent

Title/Component

Santee School District

Company/Organization

1033276621

NPI Number

9625 Cuyamaca Street

Company Address

Santee, CA 92071

City/State/ZIP

619-258-2320/karl.christensen@santeesd.net

Phone Number / Email Address



Signature

1-23-19

Date

24. On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of DHCS Representative

Title/Component

Signature

Date

Consent Item D.4.1. Personnel, Regular
 Prepared by Tim Larson
 May 19, 2020

BACKGROUND:

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

Certificated Staff

A. New Appointments:

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

B. Temporary Rehires:

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

C. Change of Status/Location:

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

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date
1. Velasco, Brittany	Long-Term LOA	V-05	Family	Approve	05-28-20 to 06-10-20

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date
1. Turnbull, Elena	Rio Seco	V-02	Moving out of state	06-11-20

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Appointments:

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

I. Rehires:

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

Classified Staff continued

J. Change of Status/Location:

Employee	Location	Position/Class/Hours/ Position #	Previous Monthly Salary	New Monthly Salary	Effective Date
1. Borden, Stephanie	Chet F. Harritt to <i>Educational Resource Center</i>	Secretary II (School) 27 E / 8.0 hrs to <i>Administrative Secretary MGMT 01 / 8.0 hrs #30014499</i>	\$4,229.11	\$5,428.42	05-18-20
2. Kenyon, Lisa	Child Nutrition Services to <i>Education Resource Center</i>	Food Service Clerical Assistant 22.5 E / 3.5 hrs to <i>Program Secretary / Student Enrollment 24 E / 8.0 hrs #30014696</i>	\$1,633.45	\$4,010.93	05-26-20

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date
1. Clark, Alison	Technology and Communication Services	Student Attendance Clerk 22 E / 4.5 hrs	Personal	Deny	06-09-20 to 12-31-20

L. Resignations:

Employee	Location	Position	Reason	Effective Date
1. Nicholson, Christine	Sycamore Canyon	Early Childhood Assistant II	Family	06-11-20
2. Smith, Eric	Maintenance & Operations	Craftworker I / Warehouse / Delivery Driver	Retirement	06-05-20

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Hours	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.1.

Consent Item D.4.2.

Approval of Agreement with Kontraband Interdiction and Detection Services, Inc. (K.I.D.S.) for the 2020-2021 School Year

Prepared by Tim Larson
May 19, 2020

BACKGROUND

On August 7, 2012, the Board of Education approved to use Kontraband Interdiction and Detection Services, Inc. (K.I.D.S.) for the 2012-13 school year to address the increasing number of student incidents involving illegal drugs, alcohol, and tobacco and drug paraphernalia. The primary purpose of this program is to provide another tool to monitor 6th – 8th grade students and minimize the potential of contraband being brought onto school sites.

K.I.D.S. has worked with administrators during random visits since 2012 providing 3-4 visits per site each year. A team typically visits 2-3 schools in one day. Inspections are performed on an unannounced basis to protect the integrity of the program. K.I.D.S. excludes the use of their canines to "sniff" individuals under any circumstance(s). Consultants working for K.I.D.S. have extensive backgrounds enabling them to provide education on topics such as drug awareness, substance abuse, gangs and prevention. This complements the overall objective of assuring a safe and healthy learning environment both on and off school grounds.

RECOMMENDATION

It is recommended that the Board of Education approve the agreement to continue using K.I.D.S. for canine drug detection services for the 2020-2021 school year.

FISCAL IMPACT

The agreement with Kontraband Interdiction and Detection Services, Inc. is for (14) full-day visits at \$560 each visit for a total of \$7,840 and will be paid from the General Fund. A 2% discount will apply if payment is prepaid by July 10, 2020. An additional 1% discount will be applied if the agreement is signed and returned to K.I.D.S by May 29, 2020 and the revised amount due by July 10, 2020 would be \$7,761.60.

STUDENT ACHIEVEMENT

Providing students with a safe and healthy campus enhances student learning.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.2.



California Corporate Headquarters:

1550 Mchenry Avenue ~ Modesto, California 95350

Texas Corporate Headquarters:

9011 Champions Way – Bldg. #2 ~ Streetman, Texas 75859*TX. Pl.# C14277

Kontraband Interdiction & Detection Services, Inc.

(contractor)

&

SANTEE SCHOOL DISTRICT

(DISTRICT)

2%EARLY PAYMENT AGREEMENT- PAID IN FULL BY JULY 10, 2020/

5:00 PM-PST

*This shall serve as an agreement by and between the **(CONTRACTOR)** and the **(DISTRICT)** for substance awareness, consulting and detection services for the period of **08/01/2020 thru 06/30/2021**. It is understood that the **(DISTRICT)** has established a written and communicated policy clearly defining all weapons and drugs of abuse, (in the broadest terms), i.e.; illicit drugs, alcoholic beverages, firearms, pyrotechnics, weapons and tobacco as prohibited contraband. This policy has been dispersed throughout the **(DISTRICT)**'s locations where **(CONTRACTOR)**'s service will be utilized. Violations are considered detrimental to the welfare of all students, employees, visitors and contrary to the **(DISTRICT)**'s desire to maintain a safe and healthy learning environment.*

***(CONTRACTOR)** will provide contraband detection canines, inspections and consulting services using non-aggressive detection canines certified as a reliable team to detect (Illicit drugs – Alcoholic beverages – Pyrotechnics) and qualified professionally trained personnel. Such services may be conducted on an unannounced basis under the auspices and direction of the **(DISTRICT)** administration with **(CONTRACTOR)** acting on behalf of the **(DISTRICT)** while conducting such services. Common areas, lockers, automobiles, vacant classrooms and grounds shall be subject to inspections at the **(DISTRICT)**'s sole discretion. Contraband seized on the **(DISTRICT)**'s property is the responsibility of the **(DISTRICT)**. Suspected illicit drugs of abuse may be field tested to provide the **(DISTRICT)** with a preliminary or presumptive identification of the suspected drug. **(DISTRICT)** and their personnel understand such test are not conclusive and should be further tested by a qualified agency in the event the **(DISTRICT)** decides to declare and/or act on such suspected evidence. **(CONTRACTOR)**'s policy and procedures prohibits the use of detection canines to "sniff" individuals under any and all circumstances. **(DISTRICT)** agrees only the certified handler can determine an alert/indication by the canine and **(DISTRICT)** agrees item(s) the canine alerted on will be inspected by the certified handler with the owner's permission. Any item inspected by the **(DISTRICT)** may not and in some instances cannot validate the canine alert/indication and could affect the canine/handler's stats and therefore could jeopardize the **(DISTRICT)**'s required 'reasonable suspicion' standards in concert with past case law to legally 'search' the item(s) under the 4th Amendment and be in breach of this agreement. **(CONTRACTOR)**'s policy also precludes discriminating against a single item.*



California Corporate Headquarters:

1550 Mchenry Avenue ~ Modesto, California 95350

Texas Corporate Headquarters:

9011 Champions Way – Bldg. #2 ~ Streetman, Texas 75859*TX. PL.# C14277

(CONTRACTOR) agrees to provide (14) FULL day visits during the term of the above referenced contract period. Additional visits may be scheduled upon mutual agreement between (CONTRACTOR) and the (DISTRICT). A FULL DAY visit shall be defined as the normal hours of operation of DISTRICT schools. The fee for a FULL day visit will be (\$560.00) per team. Multiple teams will be charged on a per team basis.

(CONTRACTOR) will invoice for services on a monthly basis whereas the (DISTRICT) agrees to pay in full for services within (30) calendar days of receipt of such invoice. In the event an invoice remains unpaid for more than (30) calendar days, (DISTRICT) agrees to pay a late fee not to exceed (10%) of the amount due per month. The unpaid invoice(s) and late fees will accumulate per month until the balance and late fees are paid in full. (CONTRACTOR) will coordinate schedules with the designated (DISTRICT) administrator concerning inappropriate days. (DISTRICT) agrees to provide a calendar of inappropriate days not to visit the month prior to service. (DISTRICT) agrees that all other days on which students are in attendance are acceptable and visits “NOT” previously scheduled as inappropriate will be charged at the above rate unless (CONTRACTOR) visits a neighboring client on that day. CONTRACTOR and DISTRICT agree to make reasonable efforts to replace a declined visit at a DISTRICT school not previously scheduled as inappropriate with another DISTRICT school on that same day.

Insurance: CONTRACTOR shall maintain in full force and effect during the entire term of this Agreement liability insurance with a minimum coverage limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. CONTRACTOR shall name DISTRICT as an additional insured on their policy and provide a copy of said policy to the DISTRICT upon request. CONTRACTOR shall also maintain in full force and effect during the entire term of this Agreement workers compensation insurance for all of its employees with the minimum coverage limits required by law.

Indemnification: CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims, damages, liabilities, or costs, including reasonable attorney’s fees and defense costs, directly relating to the acts, errors, or omissions of officers, employees, or agents of the CONTRACTOR.

Independent Contractor: CONTRACTOR shall be and remain an Independent Contractor with respect to all services performed under the contract. CONTRACTOR accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, workers compensation insurance, Medicare, unemployment insurance, or retirement benefits, pensions or annuities, now or hereafter imposed under the State and Federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and hold harmless DISTRICT from any claims for contributions, taxes or liabilities thereof.



California Corporate Headquarters:

1550 McHenry Avenue ~ Modesto, California 95350

Texas Corporate Headquarters:

9011 Champions Way – Bldg. #2 ~ Streetman, Texas 75859*TX. Pl.# C14277

All persons performing work hereunder shall, at all times, be recognized as CONTRACTOR’s employees and work under CONTRACTOR’s control and supervision. CONTRACTOR’s employees shall not be deemed employees of DISTRICT for any purpose, and shall not acquire any rights or benefits provided for employees of DISTRICT.

Termination: Either party may terminate this AGREEMENT for any reason by providing the other party with thirty (30) calendar day’s advance written notice. In the event of termination, CONTRACTOR shall be paid for any services rendered up to the effective date of termination at the rate per FULL DAY visit per team specified above.

*Contract is only valid if signed by CEO or GM & only for (30) days from the date of CEO’ or GM signature.

*SIGN AND RETURN BY 5/29/2020 FOR AN ADDITIONAL 1% DISCOUNT CONTINGENT ON BUDGET APPROVAL

(CONTRACTOR) is registered by the D.E.A. and the appropriate California regulatory agencies during the full term of this agreement.

Kontraband Interdiction & Detection Services, Inc. (K.I.D.S)

FOR THE DISTRICT: Date: ____ / ____ / ____

X

Authorized Only If Signed By: Date
Steven K. Essler, President & CEO or
Sue Coelho, General Manager

X

SIGNATURE TITLE

PRINT NAME

“Distinguished by Our Professional Standards, Nationwide!”

A PRODUCT OF K.I.D.S., INC. / ALL RIGHTS RESERVED

PLEASE RETURN THE ‘COPY’ OF THE EXECUTED AGREEMENT, VIA MAIL. RETAIN THIS ONE FOR YOUR FILES

Prepared by Tim Larson
May 19, 2020

BACKGROUND:

Due to the lack of participation in the meal program it has resulted in a decrease in revenue in the Child Nutrition Services department requiring the reduction and/or elimination of several positions supporting the meal program.

In addition, due to budget reductions (1) Instructional Assistant I position at PRIDE Academy will need to be eliminated.

Three (3) students requiring 1:1 assistance will be promoting from 8th grade at the end of the 2019-2020 school year. As a result, three (3) Instructional Assistant, Special Education II positions will be eliminated.

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

RECOMMENDATION:

It is recommended that the Board of Education approve to reduce and/or eliminate the following positions effective June 11, 2020:

- Reduce one (1) Food Service Worker V position from 8.0-hours to 3.5 hours per day
- Reduce one (1) Food Service Utility Worker position from 8.0 hours to 6.0-hours per day
- Eliminate two (2) Food Service Worker I-A positions
- Eliminate one (1) 3.5-hour Food Service Clerical Assistant position
- Eliminate one (1) 3.75-hour Instructional Assistant I position at PRIDE Academy
- Eliminate three (3) Instructional Assistant, Special Education II positions

FISCAL IMPACT:

The annual savings to PRIDE Academy for eliminating one (1) Instructional Assistant I position will be approximately \$16,263. The annual savings to the Special Education program for eliminating three (3) Instructional Assistant, Special Education II positions will be \$96,240. The annual savings to the Child Nutrition Services program for reducing and/or eliminating several positions will be \$82,711.

STUDENT ACHIEVEMENT IMPACT:

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

**SANTEE SCHOOL DISTRICT
Resolution No. 1920-35**

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

WHEREAS, the lack of participation in the meal program has resulted in a decrease in revenue in the Child Nutrition Services department requiring the reduction and/or elimination of several positions supporting the meal program;

WHEREAS, the lack of funding has resulted in a decrease in revenue in the budget requiring the elimination of one (1) Instructional Assistant I position;

WHEREAS, three (3) students requiring 1:1 assistance will be promoting from 8th grade at the end of the 2019-2020 school year requiring the elimination of three (3) Instructional Assistant, Special Education II positions;

NOW, THEREFORE, BE IT RESOLVED that as of the 19th day of May 2020, the Governing Board of Santee School District approved to reduce and/or eliminate the following positions effective June 11, 2020:

- Reduce one (1) Food Service Worker V position from 8.0-hours to 3.5 hours per day
- Reduce one (1) Food Service Utility Worker position from 8.0 hours to 6.0-hours per day
- Eliminate two (2) Food Service Worker I-A positions
- Eliminate one (1) Food Service Clerical Assistant position
- Eliminate one (1) Instructional Assistant I position at PRIDE Academy
- Eliminate three (3) Instructional Assistant, Special Education II positions

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

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Santee School District on the 19th day of May 2020, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Dated 5/19/20

Elana Levens-Craig
Clerk, Board of Education

BACKGROUND:

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

RECOMMENDATION:

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

Vendor Name	Description of Services	Dates (s) of Service	Amount	Funding
Debbie Griffin	Interim Director of Transportation	07/01/2020 - 02/28/2020	\$45.00/hour (not to exceed \$43,200.00)	Transportation

This recommendation supports the following District goal:

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

FISCAL IMPACT:

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

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.4.

Consent Item D.4.5.

Approval to Renew Services with PowerSchool (TalentEd) Records, Perform and Sync for the 2020-2021 School Year

Prepared by Tim Larson
May 19, 2020

BACKGROUND:

The PowerSchool Group currently owns the formerly known PeopleAdmin company. The Unified Talent or TalentEd was Board approved on June 6, 2017 and implemented in September 2017. Unified Talent and the Santee School District have developed an electronic personnel system, referred to as "TalentEd Onboarding & Managing". The Human Resources department has been successfully processing new employees electronically using the TalentEd system allowing for digital retention of all personnel records, thereby eliminating the need for paper personnel files. Phase II of the system, known as "TalentEd Perform", has provided online tracking of individual evaluation timelines, performance observations, action plans, and access to electronic evaluation forms. PowerSchool has continued to provide software, configuration training, and customer support for building, testing, and successfully utilizing the program. PowerSchool has provided a *Master Services Agreement* outlining general expectations.

RECOMMENDATION:

It is recommended that the Board approve to renew services with Unified Talent (TalentEd) owned by PowerSchool for the 2020-2021 school year.

FISCAL IMPACT:

The annual estimated cost for the 2020-2021 service agreement will be \$32,330.64 and will be paid from the General Fund.

STUDENT IMPACT:

This is a personnel item.

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.5.



MASTER SERVICES AGREEMENT

Last updated as of January 1, 2020

THIS MASTER SERVICES AGREEMENT GOVERNS CUSTOMER'S USE OF POWERSCHOOL PRODUCT(S) (AS DEFINED BELOW) AND IS AN AGREEMENT BETWEEN CUSTOMER AND THE APPLICABLE POWERSCHOOL CONTRACTING ENTITY SPECIFIED IN SECTION 1 BELOW. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, EITHER BY: (1) EXECUTING A QUOTE THAT REFERENCES THIS AGREEMENT; (2) BY EXECUTING A COPY OF THIS AGREEMENT DIRECTLY; OR (3) ACCESSING THE POWERSCHOOL PRODUCT(S). THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM "CUSTOMER," AS FURTHER DEFINED BELOW, WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE POWERSCHOOL PRODUCT(S).

1. DEFINITIONS.

1.1 "Account Country" is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

1.2 "Agreement" means this Master Services Agreement and all referenced exhibits.

1.3 "Customer" means the school, school district or other entity obtaining subscription access to PowerSchool's Subscriptions Services, licenses a Licensed Product(s), or purchases PowerSchool Services.

1.4 "De-identified Data" means data originally derived from Customer data where personally identifiable information and other similar attributes about such data have been removed so that no individual identification can be made.

1.5 "Documentation" means all written user information, whether in electronic, printed or other format, delivered or made available to Customer by PowerSchool with respect to PowerSchool Product(s), now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain, or otherwise relate to PowerSchool Product(s).

1.6 "Embedded Applications" means software developed by third parties that resides within the

software developed by PowerSchool as part of the PowerSchool Product(s) and performs a very specific set of functions, pursuant to [Exhibit E \(Product Specific Terms\)](#).

1.7 "Hosting Services" means the hosting of the Customer's PowerSchool Product(s) and Third Party Software by PowerSchool or its hosting providers from a server farm that is comprised of application, data and remote access servers used to store and run the PowerSchool Product(s) and Third Party Software, including associated offline components, as further detailed in [Exhibit C \(Hosting Services Policy\)](#).

1.8 "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

1.9 "Licensed Product(s)" means all software (including Embedded Applications) provided by PowerSchool to Customer via an on-premise license and subsequent versions provided under Support Services and all related Documentation provided to Licensee pursuant to this Agreement, now or in the future; provided, however, that Licensed Product(s) will not include any Third Party Software.

1.10 "Licensed Site(s)" means the internet address of the web-based, PowerSchool



Product(s) whether hosted as a SaaS solution or hosted on-premise by the Customer or their third party vendor listed on a PowerSchool Quote.

1.11 "Licensee" means the school, school district or other entity licensing a Licensed Product(s) for an on-premise usage.

1.12 "Parties" means the PowerSchool Contracting Entity and the Customer of the PowerSchool Product(s).

1.13 "PowerSchool Contracting Entity" "PowerSchool" means the entity identified in the table below, based on your Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive, Folsom, CA 95630
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630
Any other country that is not Canada or the United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

1.14 "PowerSchool Product(s)" means any Licensed Product(s), Subscription Service(s), or other product or Services provided to Customer and described on a Quote

1.15 "Professional Services" means the services which may be further discussed and described through a Statement of Work or Quote, pursuant to [Exhibit B \(Professional Services Policy\)](#) of this Agreement.

1.16 "Provincial Reporting Code (or PRC)" means PowerSchool Product(s) that may be available only to Canadian-based Customers to assist Customer in meeting specific provincial reporting requirements and that is designated as Provincial Reporting Code by PowerSchool.

1.17 "Quote" means PowerSchool's standard order form that (i) specifies the PowerSchool Product(s) and other Services provided to Customer; (ii) references this Agreement; and (iii) is signed or incorporated to a signed agreement by authorized representatives of both Parties and deemed incorporated into the Agreement.

1.18 "SaaS" means the acronym for the phrase "software as a service".

1.19 "Services" means any combination

of the following: a) Support Services, b) Hosting Services, and/or c) Professional Services.

1.20 "Subscription Service(s)" means all SaaS software (including Embedded Applications) and subsequent versions provided under Support Services and all related Documentation provided to Customer pursuant to this Agreement, now or in the future; provided, however, that Subscription Services will not include any Third Party Software.

1.21 "Support Services" is defined in [Exhibit A \(Support Policy\)](#).

1.22 "State Reporting Code (or SRC)" means PowerSchool Product(s) that may be available to Customer to assist Customer in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.23 "Statement of Work" or "SOW" means any Professional Services project made between the Parties which references and incorporates the terms of this Agreement, and sets out the details of a particular project, including, without limitation, any applicable (i) methodologies; (ii) project responsibilities; or (iii) estimated or actual pricing.

1.24 "Term" means the duration of the Agreement as described in section 11.1.

1.25 "Third Party Software" means software products supplied or developed for a particular purpose by someone other than the PowerSchool Contracting Entity and is not licensed by PowerSchool. Third Party Software will not include Embedded Applications as defined herein. For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Services and Licensed Products, whereas PowerSchool is not the licensor of Third Party Software.

1.26 "Transaction Data" mean system usage information of a user who progresses through the applications and functions of a PowerSchool Licensed Product and other third party systems to which the user authorizes.

1.27 "User(s)" means individuals authorized by the Customer who access and utilize PowerSchool Product(s). Users will include authorized representatives of the Customer, teachers, students, parents and/or student guardian(s), and applicants as applicable to the respective PowerSchool Product(s).

2. POWERSCHOOL PRODUCT SUBSCRIPTION. The type of subscription or license grant applicable to Customer will be specified in the Quote.

2.1 SUBSCRIPTION SERVICE. Subject to this Agreement and the applicable portions of the Privacy Policy located at <http://www.powerschool.com/privacy>, as such policies may be updated from time to time, PowerSchool will (a) make the Subscription Services available to Customer and for the contracted number of Users at the Licensed Site(s) to and in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard support for the Subscription Services to Customer and Users, and upgraded support if purchased, as described in [Exhibit A \(Support Policy\)](#); (c) use commercially reasonable efforts to make the Subscription Services available, except for: (i) planned downtime (of which PowerSchool will give advance electronic notice), and (ii) any force majeure event as described in **Section 14.3.2 (Force Majeure)**, internet service provider failure or delay, Third Party Software, or denial of service attack; and (d) provide the Services in accordance with its policies, existing laws and government regulations applicable to PowerSchool's provision of its Subscription Services to its customers generally (i.e., without regard for Customer's particular use of the Subscription Services). All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.2 LICENSE GRANT. Where the Customer is contracts for an on-premises deployment of a Licensed Product, PowerSchool, during the term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Licensed Product specified in PowerSchool's Quote, only at the Licensed Sites, not to exceed the maximum student enrollment as set forth in **Section 7 (Pricing, Enrollment Increases)** of this Agreement. As part of the Licensed Product, PowerSchool will provide the Support Services and Professional Services mutually agreed upon via a Statement of Work. Licensed Product will only be used as expressly authorized by this Agreement. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.3 Restrictions on Subscription Services and Licensed Product. The PowerSchool Product(s) may not be accessed by

PowerSchool's competitors, except with PowerSchool's prior written consent.

2.3.1 Customer will use the PowerSchool Product(s) only for the internal business purposes of Customer and not: (a) to store or transmit malicious code, (b) interfere with or disrupt the integrity or performance of PowerSchool Product(s) or third-party data contained therein or any systems or networks; or (c) violate the regulations, policies, or procedures of such networks used with the PowerSchool Product(s), or (d) attempt to gain unauthorized access to a PowerSchool Product or its related systems or networks, the PowerSchool data or the data of any other PowerSchool customer.

2.3.2 In no event may PowerSchool Product(s): (a) be used other than at the Licensed Sites; (b) exceed the maximum User count for the PowerSchool Product as stated in the Quote; (c) be used to perform service bureau functions for third parties, or to process or manage data for websites other than the Licensed Sites; (d) be made available via a network or otherwise to any school, school district or third party other than the Licensed Sites; or (e) be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

2.3.3 Customer will ensure its Users will not, and itself will not, whether through any affiliate, employee, consultant, contractor, agent or other third party: (a) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the PowerSchool Product(s); (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise; (c) write or develop any derivative works based upon the PowerSchool Product(s). Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the PowerSchool Product(s), and notify PowerSchool promptly of any such unauthorized access or use. Customer will



not transfer, assign, provide or otherwise make PowerSchool Product(s) or Services available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties or obligations by Customer in violation of this Agreement will be void.

3. PROPRIETARY RIGHTS

3.1 Intellectual Property Rights. PowerSchool alone owns all rights, titles and interests, including all related Intellectual Property Rights, in and to the PowerSchool Product(s) and Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s) and Services, or the Intellectual Property Rights owned by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith.

3.2 Trademarks. The PowerSchool name, the PowerSchool logo, product names associated with the PowerSchool Product(s) and any other marks, logos, designs, sound, trade dress, etc. are trademarks of PowerSchool, and no right or license is granted by this Agreement to their use.

3.3 Confidentiality. To the extent allowed under applicable law, Customer agrees that the terms of this Agreement, including all pricing for PowerSchool Product(s) and Services, must be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool. Customer agrees that PowerSchool may publicly refer to Customer (both in writing and orally) as a client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations. Customer agrees to keep PowerSchool Product(s) confidential and to prevent unauthorized disclosure or use of PowerSchool Product(s) in Customer's possession. Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any PowerSchool Product(s) for which PowerSchool makes available passwords or other user identification technology to access such Subscription Services, Customer will

advise all Users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared. Customer is solely responsible for maintaining the confidentiality of each username and password used and is solely responsible for any and all activities that occur under all Customer's accounts. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security. PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge.

PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to PowerSchool in connection with the performance of Services, and to use such Customer confidential information solely for purposes of performing Services hereunder. De-identified Data used by PowerSchool for internal research, and improvement of PowerSchool Products is not subject to this section's confidentiality obligations. While PowerSchool will not rent or sell information for marketing purposes and will not share or sell Customer data with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use, copy, and/or combine with any De-identified Data the Customer and Users may generate within and through Licensed Products or Subscription Services. PowerSchool will require its employees, agents and subcontractors performing work hereunder to enter into a written agreement with PowerSchool that imposes obligations that are substantially similar to those imposed on PowerSchool hereunder. For purposes of this Section, "Customer confidential information" means any student or personnel data belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section will not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Customer to any third party at any time. Customer grants to PowerSchool a non-



exclusive, royalty-free license to use equipment, software, Customer data, or other material of the Customer solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

3.4 Public Record Act. Notwithstanding anything herein to the contrary in section 3.3, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, PowerSchool will work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure.

3.5 Customer Data Security and Privacy. PowerSchool will abide by its policy, as set forth in [Exhibit D \(Data Privacy and Security Policy\)](#) with respect to the security and privacy of its Customer's data within the PowerSchool Product(s).

3.6 Use of Feedback. Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users.

4. **SUPPORT AND OTHER SERVICES.** As part of the PowerSchool Product(s), PowerSchool will provide the Support Services set forth in [Exhibit A \(Support Policy\)](#) and Professional Services mutually agreed upon via a Statement of Work pursuant to [Exhibit B \(Professional Services Policy\)](#). Customer's license of PowerSchool Product(s) does not, by itself, entitle Customer to any support, upgrades, patches, fixes or the like for Subscription Services; Customer must maintain a current Support Services subscription and pay any applicable Support Services fees to be eligible for Support Services. Support Services must be purchased for all licenses in Customer's possession. Support Services may not be purchased or renewed for a subset of such licenses only. Support Services may not be used as a substitute for Professional Services.
5. **FEES AND TAXES.** Customer agrees to pay PowerSchool, in accordance with PowerSchool's invoice terms, the fees charged for the PowerSchool Product(s) and related Services and/or other items ordered by

Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. If Customer claims tax-exempt status, Customer agrees to provide evidence of such tax exemption to PowerSchool. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer will be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Customer will pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

6. **THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE.** Third Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and the third party supplier. All support, warranties, and services related to Third Party Software are provided by the supplier of the Third Party Software under such third party's terms and conditions, and not by PowerSchool. For clarity, PowerSchool licenses the Embedded Applications to Customer as part of Subscription Services and Licensed Products, whereas PowerSchool is not the licensor of Third Party Software. PowerSchool will have no obligation to provide support for any customized software or any third-party applications not part of the PowerSchool Product(s). Further, PowerSchool will not be responsible for providing support: (i) for problems caused by Customer's use of or access to the PowerSchool Product(s) other than as intended; (ii) for any use in violation of this Agreement; or (iii) for any unauthorized modifications made to the PowerSchool Product(s) by Customer or any third party. In the event the need for Support Services provided are traced to Customer's or a third party's errors, unauthorized use, or system changes, fees and expenses for said Support Services may be billed to Customer at PowerSchool's then



current rates and will be paid promptly by Customer. Only Sections 5, 6, 9 and 12 of this Agreement apply to Third Party Software and any related support and services set forth in this Agreement. In addition, PowerSchool Product(s) may contain Embedded Applications. If any additional license terms are identified in [Exhibit E \(Product Specific Terms\)](#), Customer will comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to “open source” licensing terms. In some cases, the open source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open source licensing terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open source software component is licensed under terms that permit Customer to modify such component, and if Customer does so modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

7. PRICING; ENROLLMENT INCREASES.

Pricing for access to PowerSchool Product(s) is based on the number of Users at the Licensed Sites. If Customer accesses PowerSchool Product(s) with more than the number of Users purchased as indicated in the Quote, then PowerSchool may submit an amended invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance within 30 days of the invoice date. Any such increase in Users will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per student license and support fees for PowerSchool Product(s) by Customer’s additional User count. Customer’s subsequent Support Services invoices will be based on the increased Users as well.

8. COMPATIBLE PLATFORMS/HARDWARE.

Where applicable, Customer will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the PowerSchool Product(s) and all charges related thereto. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access

PowerSchool Product(s). PowerSchool will not be responsible for any incompatibility between PowerSchool Product(s) and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer’s use with PowerSchool Product(s). PowerSchool will make written requirements available to Customer at Customer’s request.

9. LIMITED WARRANTY.

PowerSchool warrants that the media on which Licensed Product is recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Licensee’s exclusive remedy under this Section will be replacement of the defective media. PowerSchool warrants that for Subscription Services during an applicable subscription term (a) this Agreement, the Quote, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer’s data, (b) PowerSchool will not materially decrease the overall security of Subscription Services, and (c) PowerSchool will not materially decrease the overall functionality of the Subscription Services. For any claimed breach of a warranty above, the Customer and PowerSchool agree to first negotiate a resolution in good faith; and, if necessary, refer the matter to senior representatives of each Party for timely resolution.

10. DISCLAIMER OF OTHER WARRANTIES.

POWERSCHOOL PRODUCT(S) ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 9), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL PRODUCT(S) WILL MEET CUSTOMER’S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL PRODUCT(S) OR HOSTING SERVICES



WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL PRODUCT(S) WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE POWERSCHOOL PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. CUSTOMER AGREES THAT THE USE OF POWERSCHOOL PRODUCT(S) IS AT CUSTOMER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CUSTOMER.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the date Customer first executes it and continues until the term of all PowerSchool Product(s) or Services provided under any applicable Quote hereunder have expired or have been terminated.

11.2 Term of Purchased Subscriptions. The term of each subscription or license will be as specified in the applicable Quote specifying a start and end date. Except as otherwise specified in a Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

11.3 Suspension. PowerSchool will have the right to suspend performance under this Agreement in the event that Customer is notified, with email notice being sufficient, that it is in breach of any of its obligations under this Agreement and fails to cure the breach within five (5) days of the notice.

11.4 Termination for Breach. Either party will have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this

Agreement immediately upon written notice in the event that Customer breaches any of its obligations under **Section 2** (PowerSchool Product Subscription) or **Section 3** (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of Section 3 could result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

11.5 No Termination for Convenience. Customer is not entitled to terminate this Agreement for any reason other than for the specific reasons set out in this Agreement or as expressly mandated by law. No termination for convenience will be permitted.

11.6 Termination for Non-Appropriation. The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the PowerSchool Product(s) and Services captured in an applicable Quote that are the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated. Customer will be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the effective date of such termination. Customer will not utilize this clause as a right to terminate any Quote nor this Agreement for convenience. PowerSchool reserves the right to seek documentation evidencing such non-appropriation of funds.

11.7 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12, 13, 14 and 13 will survive termination of this Agreement. Immediately upon any termination of a subscription or license for any Subscription Services or Licensed Product under this Agreement, Customer will, at its own expense,



either return to PowerSchool or destroy all copies of such PowerSchool Product(s), and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Product(s) have either been destroyed or returned to PowerSchool.

11.8 Liquidated Damages. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the contract or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote as liquidated damages, as actual damages being impossible to calculate. This clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's breach in accordance with Subsection 11.4 herein, or (b) as a result of non-appropriation of funds in accordance with Subsection 11.6 herein.

12. LIMITATION OF LIABILITY. POWERSCHOOL WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICES, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO POWERSCHOOL PRODUCT(S) EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO

THE PARTICULAR SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.

13. INDEMNIFICATION

13.1 Indemnification by PowerSchool. Subject to Section 12 (LIMITATION OF LIABILITY) PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third party alleging infringement of any Intellectual Property Rights as to the PowerSchool Product, provided that PowerSchool will have received from Customer (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense and settlement of such claim; and (iii) all reasonable necessary cooperation of Customer.

If Customer's use of the PowerSchool Product is enjoined, PowerSchool may (i) substitute for the PowerSchool Product, a substantially and functionally similar product and documentation; (ii) procure for Customer the right to continue using the PowerSchool Product; or if (i) or (ii) are not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused portion of the subscription.

The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product by anyone other than PowerSchool; (ii) combinations of the PowerSchool Product with products or process not provided or authorized by PowerSchool; or (iii) any unauthorized use, access or distribution of the PowerSchool Product.

13.2 Indemnification by Customer. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer's access, use of and/or connection to the PowerSchool Product(s); (b) Customer's sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary

Rights); (d) information Customer sent, submitted, electronically received, accessed, printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer's gross negligence or willful misconduct.

14. GENERAL

14.1 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS DEPENDING UPON THE ACCOUNT'S COUNTRY LOCATION AS LISTED IN THE TABLE BELOW. THE VENUE LISTED IN THE TABLE WILL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION, SPECIAL PROCEEDING OR OTHER PROCEEDING AS BETWEEN THE PARTIES THAT MAY BE BROUGHT, OR ARISE OUT OF, IN CONNECTION WITH, OR BY REASON OF THIS AGREEMENT. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer Information Transactions Act.

Account Country	Venue	Governing Law
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

14.2 Compliance Verification. During the term of the Agreement and for a period of one year following its termination, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of the Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (b) make requested personnel, records, and information available to PowerSchool or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely

completion of such compliance verification. If such verification process reveals any noncompliance, Customer must promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Product(s) and Services and interest fees related to usage in excess of the quantities purchased.

14.3 General Provisions.

14.3.1 Amendment. This Agreement may only be amended or modified by a writing specifically referencing the particular Section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

14.3.2 Force Majeure. PowerSchool will not be deemed in default of this Agreement for delays or failure in performance resulting from acts beyond its reasonable control, including but not limited to, default by subcontractors or suppliers, failure of Customer to provide promptly to PowerSchool accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, power outages, road icing or inclement conditions, flood, epidemic, restrictions, strikes, and/or freight embargoes.

14.3.3 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by PowerSchool in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by PowerSchool of any provision of this Agreement must be in writing and signed PowerSchool and will not imply subsequent waiver of that or any other provision.

14.3.4 Payments. Customer agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Customer may have against PowerSchool.



Customer agrees that it will use its best efforts to cooperate with PowerSchool, and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote.

14.3.5 Time to Bring Action. To the extent allowed under applicable law, Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

14.3.6 Notices. All notices under this Agreement must be in writing and delivered by overnight delivery service or certified mail, return receipt requested, with a copy by email. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC,
Attn: General Counsel
150 Parkshore Drive,
Folsom, CA 95630**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

14.3.7 Assignment. Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees.

14.3.8 Facilities. Customer acknowledges that certain Services are intended to be

performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

14.3.9 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules, or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

14.3.10 U.S. Government Restricted Rights. PowerSchool Product(s) is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire PowerSchool Product(s) only with those rights set forth herein.

14.3.11 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

14.3.12 Entire Agreement. This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute



the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to PowerSchool Product(s) or any Services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the Parties, this Agreement is effective upon execution of a Quote and supersedes all prior Agreements entered into by the Parties, the Parties' agents, and/or the Parties' previous affiliates. This Agreement may not be modified or amended without the written agreement of both Parties that specifies the particular Section(s) being modified. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy.



EXHIBIT A

SUPPORT POLICY

1. Definitions. Capitalized terms not defined herein have the meanings assigned to them in the Agreement between Customer and PowerSchool to which these Support and Services Policies (“Policies”) are attached. In addition, for purposes of these Policies, the following definitions will apply:

1.1 “Errors” means a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of the Licensed Product in a proper operating environment and on hardware and system software sufficient to meet PowerSchool’s then-current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, Subscription Service, the Documentation, or both.

1.2 “Fix” means a patch, service pack or corrective update of Licensed Product that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Licensed Product or Subscription Service in accordance with the applicable Documentation and developed by PowerSchool.

1.3 “New Products” means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Licensed Product originally licensed by Licensee and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Licensed Product originally licensed by Licensee. New Products will be licensed to Licensee under the terms of PowerSchool’s then-current license agreement only after payment of applicable fees.

1.4 “New Version” mean an updated version of Licensed Product issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements and improvements to Licensed Product that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Licensed Product or Subscription Service.

1.5 “Support Services” means those support services described in Section 3.1 below that will be provided hereunder with respect to Subscription Services and Licensed Products during the relevant Support Term.

1.6 “Support Term” means the length of time Support Services are to be provided hereunder and for which the Customer or Licensee has paid any applicable Support Services fees, including any initial Support Term and any renewal Support Terms.

1.7 “Telephone and E-mail Support” means telephone and e-mail support services, available Monday through Friday, during PowerSchool’s normal business hours, exclusive of PowerSchool’s holidays, regarding Subscription Services and Licensed Product.



2. Support Term; Fees. Support Services for Licensed Products provided under certain licensing arrangements are available at an additional cost. If the Customer separately purchases a Support Term, such purchases will be listed separately in the Quote. Support is provided as a part your purchased Subscription Services listed on the Quote and will not require purchase of a separate Support Term. Support with your Subscription Services will continue with the duration of your purchase of a Subscription Service. For Support Services purchased concurrently with a license, the initial Support Term will begin upon shipment (FOB PowerSchool's place of shipment) of Licensed Product (or, in the case of a when made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Licensee to download Licensed Product) or launch date when access to the Subscription Services is provided; and terminate one (1) year thereafter, unless a different Support Term is specified in PowerSchool's written acknowledgment of the client's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Support Services as of the end of the then-current Support Term by providing written notice to the other party prior to the end of the then-current Support Term that such party does not wish to renew the Support Term. Licensee/Customer must provide written notice of non-renewal at least thirty (30) days prior to the applicable Support Term. If notice of non-renewal is not given by either party, the Support Term will automatically renew for the applicable renewal term stated on PowerSchool's renewal invoice at the then current Support fees; otherwise, the Support Term will terminate at the end of Licensee's current paid-up Support Term. If Licensee's/Customer's Support Term is so terminated due to nonpayment, and then PowerSchool subsequently reinstates Licensee's/Customer's access to support, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. PowerSchool reserves the right to charge reinstatement fees in the event deactivated licenses are reactivated. For the initial Support Term, Licensee/Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Support Terms, Licensee/Customer must pay PowerSchool's then-current annual Support Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision in such renewal term.

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Licensed Product and Subscription Services during the Support Term. The scope of Support Services will be as follows:

3.1 Support. Support Services include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Licensee is experiencing in using Licensed Product or Customer is experiencing in any Subscription Service; and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for



which additional license fees apply), and what improvements and enhancements to existing functionality of a Licensed Product or Subscription Service are to be included in a New Version (and are therefore provided at no charge to customers with a current support subscription).

3.2 Custom Programs. For any custom programs developed for Licensee/Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that Licensed Product or Subscription Service includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.



EXHIBIT B

PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and party expectations supporting PowerSchool's provision of Professional Services to the Customer/Licensee in connection with the solution provided pursuant to this Agreement.

1. Performance of Professional Services.

1.1. Statements of Work. For many professional services projects, PowerSchool will capture the project details in signed statement of work (each a Statement of Work" or "SOW") setting forth the agreed upon scope of the professional service, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For professional services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

1.2 Delivery and Cooperation. Customer/Licensee acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's services. Customer will, to the extent required in connection with the performance of PowerSchool's services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities or data; (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer/Licensee fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, all Professional Services will be deemed accepted upon delivery.

2. Fees and Expenses. In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in a PowerSchool Quote, written acknowledgment of Customer/Licensee's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Customer/Licensee agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Customer/Licensee's order, or, for work subsequently requested, at the rates agreed upon by Customer/Licensee and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer/Licensee prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Unless otherwise agreed, the Customer/Licensee will also pay PowerSchool for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Customer/Licensee's order will apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. If Customer/Licensee pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Customer/Licensee toward services rendered within such twelve (12) month period will be forfeited.

3. Training. PowerSchool reserves the right to limit the number of persons permitted to attend any training class in accordance with PowerSchool's training standards.



4. Changes to Project Scope. Customer/Licensee may request changes to the scope of a Statement of Work. Any changes to the scope of a statement of work will result in a change order to such statement of work or a new statement of work. Any scope changes will be made pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties.

5. Services Cancellation. Customer/Licensee will pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Customer/Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Customer/Licensee's request.

6. Ownership of Materials. PowerSchool is the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Customer/Licensee pursuant to any Professional Services, unless otherwise agreed to in writing. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, Customer/Licensee will have a paid-up, royalty-free license to use such Deliverables for Customer/Licensee's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any confidential information of a Customer/Licensee incorporated into any Deliverable remains subject to the provisions of such Section.

7. Data Loads. For most Licensed Products and Subscription Services, successful implementation requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer/Licensee of the specific instructions such as data file layouts to support the data load for the implementation of a Licensed Product or Subscription Service. If the Customer/Licensee is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer/Licensee agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. PowerSchool will not directly access non-PowerSchool applications to assist the Customer/Licensee in any data migration activity. Successful implementation is the shared obligation of both Parties.



EXHIBIT C

HOSTING SERVICES POLICY

1. Term; Fees. Hosting Services are available at an additional cost. For Hosting Services purchased concurrently with Customer's access to Subscription Services, Customer's initial Hosting Term will begin as of the start date listed on the signed Quote and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in the PowerSchool Quote, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either Party may terminate the provision of Hosting Services as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Customer with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Customer (but in any event will continue providing Hosting Services for the balance of the current term for which Customer has prepaid for such Services). If notice of non-renewal is not given by either party, then PowerSchool will invoice Customer for the applicable renewal fees for a subsequent Hosting Term. If Customer's Hosting Term is terminated due to non-payment, and then PowerSchool subsequently reinstates Customer's access to Hosting Services, such reinstated access will remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Customer must pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Customer must pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Customer related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term.

2. Availability. Customer acknowledges that the Subscription Service may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: a force majeure event as defined in the Agreement, the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Subscription Service caused by Downtime, whether scheduled or not. The foregoing does not apply to non-production systems, such as test, training and archival systems, which are available on an hourly basis.

3. Acceptable Use Policy. Customer acknowledges that PowerSchool does not monitor or police the content of communications or Customer data or its users' activities transmitted through the Subscription Services, and that PowerSchool will not be responsible for the content of any such communications or transmissions. Customer must use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Customer agrees not to post or upload any content or data which: (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Customer. PowerSchool may suspend or terminate any user's access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such user has violated the terms and conditions of this Agreement.

4. Security. In addition to complying with "Exhibit D: Security and Privacy", Customer will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Customer will comply with the user authentication requirements for use of the Hosting Services. Customer is solely responsible for monitoring its authorized users' access to and use of the



Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized user to comply with the Agreement is a material breach by Customer, and PowerSchool will not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred. POWERSCHOOL WILL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RELATED TO A SECURITY INCIDENT THAT IS CAUSED BY THE ACTS OR OMISSIONS, MISCONDUCT, NEGLIGENCE, OR FRAUD BY OR OF CUSTOMER OR ANY OF ITS USERS, EMPLOYEES, AGENTS, OR CONTRACTORS.

5. Data. Customer has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submit to the Hosting Services.



EXHIBIT D

DATA PRIVACY AND SECURITY

1. Ownership of Materials; Confidentiality; Compliance.

- 1.1. All pre-existing proprietary data, materials and other intellectual property of PowerSchool that is provided to Customer by PowerSchool in connection with the performance of this Agreement (collectively, "**PowerSchool's Pre-existing Intellectual Property**") will remain PowerSchool's property, except where any written or other tangible materials or customizations delivered to Customer under a specific Statement of Work and Quote is licensed differently..
- 1.2. All Customer data and records uploaded or transmitted to PowerSchool under this Agreement (collectively, "**Customer Documents and Data**") continues to be the property of Customer. PowerSchool will maintain all such Customer Documents and Data in strict confidence and will not disclose any such Customer Documents and Data, or copies thereof, to any person or entity other than Customer's legal counsel or Customer's designated contact, or pursuant to the Agreement. The data shared pursuant to this Agreement, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research. Should PowerSchool, either during or following termination of the Agreement, desire to use any Customer Documents and Data for its own purposes not contemplated in this Agreement, it must first obtain the prior written approval of Customer. Customer Documents and Data will not consist of De-identified Data.
- 1.3. PowerSchool acknowledges that Customer and Customer Users retain full right and ownership to all of their user-generated content (such content not encompassing any modifications to PowerSchool's Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User or, if the User is a minor child, by the child's parent/guardian. PowerSchool agrees not to edit, make available, distribute or otherwise disclose any information or content, including any Customer Documents and Data, generated or obtained from Customer or Users, whether submitted on PowerSchool's Site or otherwise obtained, unless: (1) integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to this Agreement, or (2) written permission is first procured.
- 1.4. The Parties acknowledge that (i) Customer Documents and Data may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, as amended ("FERPA Records"); and (ii) to the extent that Customer Documents and Data includes FERPA Records, PowerSchool will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each party represents and warrants to the other party that it will comply with all provisions of FERPA applicable to such party's performance hereunder.
- 1.5. The Parties also acknowledge that Customer Documents and Data may include personally identifiable information from children under the age of 13, subject to the Children's Online Privacy Protection Act and related regulations ("COPPA"). Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary. Customer further acknowledges that it has read, fully understands, and agrees to abide by PowerSchool's Privacy Policy, available at www.powerschool.com/privacy and as may be revised from time-to-time, incorporated by reference herein.
- 1.6. PowerSchool will safeguard and keep confidential personal or sensitive information obtained from a Customer User, including, but not limited to, personally identifying information such as the



name, email address or screen name of the Customer User.

- 1.7. The terms herein will not be construed as prohibiting either party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

2. Disposition of Data.

- 2.1. Upon written request and in accordance with the applicable terms in **Sections 2.2 or 2.3**, below, PowerSchool will dispose or delete all Customer Documents and Data within a commercially reasonable time period when it is no longer needed for the purpose for which they were obtained. Customer must inform PowerSchool when Customer Documents and Data is no longer needed. Disposition will include (1) the shredding of any hard copies of any Customer Documents and Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes PowerSchool to maintain Customer Documents and Data beyond the time period reasonably needed to complete the disposition. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Documents and Data have been disposed. Upon receipt of a request from Customer, PowerSchool will immediately provide Customer access to Customer confidential information, specifically personnel data, within ten (10) calendar days of receipt of said request, as commercially reasonable.
- 2.2. **Partial Disposal During Term of this Agreement.** Throughout the Term of this Agreement, Customer may request partial disposal of Customer Documents and Data that is no longer needed. Partial disposal of Customer Documents and Data will be subject to Customer's request to transfer such data to a separate account. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer to transfer any Customer Documents and Data in question, so long as it is commercially reasonable to do so. To the extent transfer or partial disposal of Customer Documents and Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer. All transfers must comply with applicable law. PowerSchool is not liable or in breach of this Agreement when it denies a transfer it reasonably believes is not in compliance with the law. Any transfer made on Customer's written request that such transfer is compliant with the law requires Customer to fully indemnify, defend, and hold harmless PowerSchool from complying with Customer's instructions.
- 2.3. **Complete Disposal Upon Termination of this Agreement.** Upon termination of this Agreement, PowerSchool will dispose of or delete all Customer Documents and Data within a commercially reasonable time period following termination; provided, however, in no event will PowerSchool dispose of Customer confidential information pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Personnel Data need not be transferred to a separate account.
- 2.4. **Transfer to Succeeding Vendor Upon Termination.** Upon termination, or upon a party's receipt of effective notice of termination, of this Agreement, PowerSchool will, if so requested by Customer, securely transfer all Customer Documents and Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool. PowerSchool will have no obligation to transfer Customer Documents and Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Documents and Data in a manner that is agreed upon as industry standard. To the extent transfer or partial disposal of Customer Documents and Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may reasonably agree to pay the cost of such transfer.



3. **Data Security.** PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices for digital storage of sensitive personal data, to protect Customer Documents and Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:
 - 3.1. **Passwords and Employee Access.** PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Personnel Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Personnel Data to employees or contractors who require access pursuant to the Agreement.
 - 3.2. **Security Protocols.** The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to this Agreement in a secure digital environment and will not copy, reproduce, or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of data requests by Customer.
 - 3.3. **Employee Training.** PowerSchool will provide periodic security training to those of its employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.
 - 3.4. **Security Technology.** PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to this Agreement in an environment using a firewall that is updated according to industry standards.
 - 3.5. **Security Coordinator.** PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Personnel Data received pursuant to this Agreement upon written request.
 - 3.6. **Subprocessors Bound.** PowerSchool will enter into written agreements whereby subprocessors agree to secure and protect Personnel Data in a manner consistent with the terms of this **Section 3**. PowerSchool will periodically conduct or review compliance monitoring and assessments of subprocessors to determine their compliance with this **Section 3**. For the purposes of this Agreement, the term "subprocessor" means a party other than Customer or PowerSchool, whom PowerSchool uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Personnel Data.
 - 3.7. **Periodic Risk Assessment.** PowerSchool further acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and remediate any identified security and privacy vulnerabilities in a timely manner.
4. **Data Breach.** In the event Personnel Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will provide notification to Customer within a reasonable amount of time of confirmation of the incident, not exceeding seventy-two (72) hours. PowerSchool will follow the following process:
 - 4.1. The security breach notification will be written in plain language, will be titled "Notice of Data Breach," and will present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - 4.2. The security breach notification described above in **Section 4.1** will include, at a minimum, the



following information:

- 4.2.1. The name and contact information of Customer's Designee or his designee for this purpose.
 - 4.2.2. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 4.2.3. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification will also include the date of the notice.
 - 4.2.4. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 4.2.5. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- 4.3. PowerSchool agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the Customer Documents and Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, e of any such data breach.
 - 4.4. PowerSchool further acknowledges to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident, or unauthorized acquisition or use of the Personnel Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.
 - 4.5. If Customer requests PowerSchool's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to PowerSchool, PowerSchool will assist in notifying the affected individual(s) of the unauthorized access, which will include the information listed in **Sections 4.1 and 4.2**, above.



EXHIBIT E

PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain products or services of PowerSchool. Such terms do not apply to all PowerSchool products in general.

1. TERMS RELATING TO EMBEDDED APPLICATIONS

1.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

The Oracle Software may only be used in conjunction with the Subscription Services and solely for Customer's internal business purposes.

- a) Oracle USA, Inc. ("Oracle") will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customers use of Subscription Services or the Oracle Software.
- b) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- c) Customer will be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
- d) Customer's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
- e) Oracle will be a third party beneficiary of this Agreement.
- f) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement.

1.2 GPL Software. Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License (GPL). Customer may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Subscription Services.

1.3 Illuminate. The following terms are applicable to a certain Embedded Application known as Illuminate (the "Illuminate Software") provided by Illuminate Education, Inc. ("Illuminate"):

- a) **LICENSE GRANT:** The LICENSEE is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through Licensor's platform within the State in which the Licensee is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Illuminate Content (referred to herein as the "Illuminate Content", "Item Bank", or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as "Items") to students registered within the Licensee's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). The Licensee is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to the Licensee under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, the Licensee acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein and all modifications and derivative works created there from. The Licensee's rights to access and use the Item Bank, the Items and all modifications and derivative works thereof shall terminate upon the earlier of: (i) termination of the



agreement between the Licensee and Licensor granting this License; or (ii) termination of Licensor's right and license to distribute the Item Bank. Licensee acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate's proprietary rights.

- b) Throughout the term of the License Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items and/or passages from the Item Bank.
- c) Data Extracts. Illuminate shall have the option to request data files for the Licensor containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content. With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).
- d) ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY. ILLUMINATE REPRESENTS THAT IT HASA THE RIGHT TO GRANT THIS LICENSE. ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.
- e) ILLUMINATE WILL HAVE NO LIABILITY UNDER THE LICENSEE'S AGREEMENT WITH LICENSOR. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF THE LICENSEE PURSUANT TO THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

- 1.4 **Employee Records – Contracts Only License.** If Customer purchased "Unified Talent Contract Management Express," Customer's use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased "Unified Talent Records," PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution. PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased "Unified Talent Contract Management Express" but did not appropriately limit its use to the Contracts feature, as set out herein.

2. **STATE OR PROVINCIAL REPORTING CODE.** PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Licensee's state or province, as applicable. If PowerSchool does offer SRC or PRC for Licensee's state or province, Licensee acknowledges that the SRC or PRC is intended as a tool to assist Licensee in complying with state or provincial regulatory requirements; however, PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or

April 2020 version.



PRC will ensure Licensee's compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Licensee's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

3. HARDWARE. If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third party software being purchased by Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool will have no liability whatsoever in connection with such claims.

Consent Item D.4.6.
Prepared by Tim Larson
May 19, 2020

Approval of Short Term Positions

BACKGROUND:

As part of the on-going Digital Learning Initiative program, short-term clerk typist and mover positions will be needed by the Technology and Communications department for the preparation and distribution of iPads to students for the 2020-2021 school year.

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

RECOMMENDATION:

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

- Up to six (6) Clerk Typist II positions for up to eight (8) hours per day; from June 4 – September 11, 2020

FISCAL IMPACT:

The approximate cost to employ the short term positions are as follows:

- Clerk Typist II position – approximately \$144 per position, per day

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item D.4.6.

Item E. DISCUSSION AND/OR ACTION ITEMS

Agenda Item E.

Discussion and/or Action Item E.1.1.
Prepared by Dr. Kristin Baranski
May 19, 2020

Appointment of Director, Out-of-School
Time Programs

BACKGROUND:

Santee School District offers quality child-centered programs that provide a safe environment and a variety of opportunities to enrich the lives of children and youth through the Out-of-School Time programs.

With the upcoming retirement of the current Director, Administration recommends the appointment of Jessica Ochoa, for this management position. Jessica is currently an Extended Learning Field Supervisor for the Santa Ana Unified School District. She holds a Master of Arts degree with an emphasis in Early Childhood Education, a Child Development Director permit, and various other childcare training certifications.

RECOMMENDATION:

Administration recommends the Board of Education appoint Jessica Ochoa as Director, Out-of-School Programs in Santee School District effective June 1, 2020.

FISCAL IMPACT:

Based on the salary schedule placement of this position, this position will cost Project SAFE \$133,959.

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.

BACKGROUND:

Last week, Governor Newsom released an update to his January proposal for the 2020-21 State Budget, commonly referred to as the May Revise.

Administration will provide the Board of Education with an update on State revenue projections, Proposition 98 calculations, and any changes to the Governor’s plans for K-12 education funding for 2020-21 as compared with the January proposal.

RECOMMENDATION:

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

This recommendation supports the following District goal(s):

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

FISCAL IMPACT:

State Revenues and the impact to the Proposition 98 funding guarantee will be provided at the Board meeting.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item E.2.1.

Discussion and/or Action Item E.3.1.

Approval of Declaration of Need for Fully Qualified Educators

Prepared by Tim Larson
May 19, 2020

BACKGROUND:

In the past, requests for emergency certification required individual statements of need which were signed by the Superintendent and approved by the Commission on Teacher Credentialing. Effective July 1, 1994, legislation altered the method by which districts declare the need for utilization of individuals on emergency certification. By submitting an annual declaration, the District is certifying that a diligent search to recruit a fully prepared teacher for the assignment(s) was made, and that if a suitable fully prepared teacher is not available to the school district, the District will make a reasonable effort to recruit based on the priority requirements stated in the declaration.

Approval of the attached declaration will meet this requirement.

RECOMMENDATION:

It is recommended that the Board of Education approve the Declaration of Need for Fully Qualified Educators.

FISCAL IMPACT:

This is a personnel item and does not have an impact on the general fund.

STUDENT ACHIEVEMENT IMPACT:

Providing qualified educators is essential for student achievement.

Motion: _____ Second: _____ Vote: _____

Agenda Item E.3.1.



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-2021

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Santee School District District CDS Code: 68361

Name of County: San Diego County CDS Code: 37

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 /05 /2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

Tim Larson Asst. Supt. Human Resourc

Name

Signature

Title

619-258-2305

619-258-2308

Fax Number

Telephone Number

Date

9625 Cuyamaca Street, Santee, CA 92071

Mailing Address

tim.larson@santeesd.net

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	5 _____
Bilingual Authorization (applicant already holds teaching credential)	_____ _____
List target language(s) for bilingual authorization: _____	
Resource Specialist	3 _____
Teacher Librarian Services	_____ _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	3
Special Education	3
TOTAL	6

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. Contracts with outside agencies for interns

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.

National University, Brandman University, California State University San Marcos,

If no, explain why you do not participate in an internship program.

Item F. BOARD POLICIES AND BYLAWS

Agenda Item F.

Board Policies and Bylaws F.1.1. Second Reading: New Board Policy 3515.4,
Prepared by Karl Christensen Recovery for Property Loss or Damage
May 19, 2020

BACKGROUND:

New Board Policy 3515.4, Recovery for Property Loss or Damage, addresses the loss or damage of District property due to the willful misconduct of a student or other person, and the actions the District shall seek, within the limitations specified in law, from the parent/guardian of a minor child or from any other responsible individual. The policy presented is consistent with the version promulgated by the California School Boards Association (CSBA).

RECOMMENDATION:

It is recommended that the Board of Education adopt new Board Policy 3515.4, Recovery for Property Loss or Damage, in a Second Reading, as presented.

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.1.

RECOVERY FOR PROPERTY LOSS OR DAMAGE

The Governing Board desires to create a safe and secure learning environment and to minimize acts of vandalism and damage to school property. When district property is damaged due to the willful misconduct of a student or other person, the district shall seek reimbursement of damages, within the limitations specified in law, from the parent/guardian of a minor child or from any other responsible individual.

The district may collect debt owed by a student or former student as a result of vandalism or to cover the replacement cost of district books, supplies, or property loaned to a student that the student willfully fails to return or that is willfully cut, defaced, or otherwise injured. However, this policy shall not apply to a student who is a current or former homeless or foster child or youth. (Education Code 48904, 49014)

Rewards

The Board may offer and pay a reward for information leading to the determination of the identity of, and the apprehension of, any person who willfully damages or destroys any district property. (Government Code 53069.5)

The Board authorizes the Superintendent or designee to offer a reward in any amount deemed appropriate, not exceeding \$1,000. A reward in excess of \$1,000 shall be authorized in advance by the Board.

The Superintendent or designee shall disburse the reward when the guilt of the person responsible for the act has been established by a criminal conviction or other appropriate judicial procedure. If more than one person provides information, the reward shall be divided among them as appropriate.

Legal Reference:EDUCATION CODE19910 Libraries, malicious cutting, tearing, defacing, breaking or injuring19911 Libraries, willful detention of property44810 Willful interference with classroom conduct48904 Liability of parent/guardian for willful misconduct49014 Public School Fair Debt Collection ActCIVIL CODE1714.1 Liability of parent or guardian for act of willful misconduct by a minorGOVERNMENT CODE53069.5 Reward for information concerning person causing death, injury, or property damage53069.6 Actions to recover damages54951 Local agency, definitionPENAL CODE484 Theft defined594 Vandalism594.1 Aerosol paint and etching cream640.5 Graffiti; facilities or vehicles of governmental entity640.6 GraffitiManagement Resources:WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>Judicial Council of California: <http://www.courts.ca.gov>Policy Adopted:

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws F.1.2. Second Reading: Revised Board Policy 3514.1,
Prepared by Karl Christensen Hazardous Substances
May 19, 2020

BACKGROUND:

Revised Board Policy 3514.1, Hazardous Substances, addresses providing a safe school environment that protects students and employees from exposure to any potentially hazardous substances used in the District's educational program and in the maintenance and operation of District facilities and equipment, and it is consistent with the version promulgated by the California School Boards Association (CSBA).

RECOMMENDATION:

It is recommended that the Board of Education adopt revised Board Policy 3514.1, Hazardous Substances, in a Second Reading, as presented.

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.2.

HAZARDOUS SUBSTANCES

~~The Governing Board recognizes that potentially hazardous substances are used in the daily operations of our schools. The Superintendent or designee shall ensure these substances are inventoried, used, stored and regularly disposed of in a safe and legal manner~~ desires to provide a safe school environment that protects students and employees from exposure to any potentially hazardous substances used in the district's educational program and in the maintenance and operation of district facilities and equipment.

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee and shall give preference to substitute less dangerous materials for hazardous substances that cause the least risk to people and the environment.

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

Hazard Communication Program

The Superintendent or designee shall develop, implement and ~~monitor~~ maintain a written hazard communication program in accordance with ~~state law~~ 8 CCR 5194. ~~As part of this program, he/she and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed and that material safety data sheets are readily accessible to them.~~

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 Teachers shall and instruction to students about the importance of proper handling, storage, disposal and protection when using any potentially of hazardous substances.

The Superintendent or designee shall not order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic. The Superintendent or designee shall not purchase any such toxic material for use in grades 7-12 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)

Legal Reference (next page):

Legal Reference:

EDUCATION CODE

32060-32066 Toxic art supplies in schools

49340-49341 ~~Legislative findings~~ Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

108100-108515 California Hazardous Substances Act

LABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

5194 Hazard communication

CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2012

CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT PUBLICATIONS

Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use, September 17, 2016

WEB SITES

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

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

California Office of Environmental Health Hazard Assessment: <http://www.oehha.ca.gov>

Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

Board Policies and Bylaws F.1.3. First Reading: New Board Policy 3515.2,
Prepared by Karl Christensen Disruptions
May 19, 2020

BACKGROUND:

New Board Policy 3515.2, Disruptions, addresses providing a safe and orderly environment for students, staff, and others on district property or while engaged in school activities and is consistent with the version promulgated by the California School Boards Association (CSBA).

RECOMMENDATION:

New Board Policy 3515.2, Disruptions, is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.3.

Disruptions

The Governing Board is committed to providing a safe and orderly environment for students, staff, and others on district property or while engaged in school activities.

The Superintendent or designee shall remove any individual who, by his/her presence or action, disrupts or threatens to disrupt normal operations at a school campus or any other district facility, threatens the health or safety of anyone on district property, or causes or threatens to cause damage to district property or to any property on school grounds.

The Superintendent or designee shall establish a plan describing staff responsibilities and actions to be taken when an individual is causing or threatening to cause a disruption. The plan shall address, as appropriate, visitor registration procedures; campus security measures; evacuation procedures; lock-down procedures; possible responses to an active shooter situation; communications within the school and with parents/guardians, law enforcement, and the media in the event of an emergency; and crisis counseling or other assistance for students and staff after a disruption. In developing such a plan, the Superintendent or designee shall consult with law enforcement to create guidelines for law enforcement support and intervention when necessary.

The Superintendent or designee shall provide training to school staff on how to identify and respond to actions or situations that may constitute a disruption.

Any employee who believes that a disruption may occur shall immediately contact the principal. The principal or designee shall notify law enforcement in accordance with Education Code 48902 and 20 USC 7961 and in other situations, as appropriate.

Legal Reference (next page):

Disruptions

Legal Reference:

EDUCATION CODE

- 32210 Willful disturbance of public school or meeting, misdemeanor
- 32211 Threatened disruption or interference with classes; misdemeanor
- 35160 Authority of governing boards
- 44810 Willful interference with classroom conduct
- 44811 Disruption of classwork or extracurricular activities
- 48902 Notification of law enforcement authorities
- 51512 Prohibited use of electronic listening or recording device

PENAL CODE

- 243.5 Assault or battery on school property
- 415.5 Disturbance of peace of school
- 626-626.11 Schools, crimes, especially:
 - 626.7 Failure to leave campus or facility; wrongful return; penalties; notice; exceptions
 - 626.8 Disruptive presence at schools
 - 626.81 Misdemeanor for registered sex offender to come onto school grounds
 - 626.85 Misdemeanor for specified drug offender presence on school grounds
 - 626.9 Gun Free School Zone Act
 - 627-627.10 Access to school premises
- 653b Loitering about schools or public places
- 12556 Imitation firearms
- 30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 20

- 7961 Gun-Free Schools Act

COURT DECISIONS

- Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652
- In Re Joseph F., (2000) 85 Cal.App.4th 975
- In Re Jimi A., (1989) 209 Cal.App.3d 482
- In Re Oscar R., (1984) 161 Cal.App.3d 770

ATTORNEY GENERAL OPINIONS

- 79 Ops.Cal.Atty.Gen. 58 (1996)

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

- Guide for Developing High-Quality School Emergency Operations Plans, 2013

WEB SITES

- CSBA: <http://www.csba.org>
- California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>
- U.S. Department of Education: <http://www.ed.gov>

Policy Adopted:

SANTEE SCHOOL DISTRICT
Santee, California

Board Policies and Bylaws F.1.4. First Reading: Revised Board Policy 3515.21,
Prepared by Karl Christensen Unmanned Aircraft Systems (Drones)
May 19, 2020

BACKGROUND:

New Board Policy 3515.21, Unmanned Aircraft Systems (Drones), addresses the use of unmanned aircraft or aerial systems (drones) on or over district property, and is consistent with the version promulgated by the California School Boards Association (CSBA).

RECOMMENDATION:

New Board Policy 3515.21, Unmanned Aircraft Systems (Drones), is presented for a First Reading. Action, if any, is at the discretion of the Board of Education.

FISCAL IMPACT:

None.

STUDENT ACHIEVEMENT IMPACT:

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

Motion: _____ Second: _____ Vote: _____

Agenda Item F.1.4.

Unmanned Aircraft Systems (Drones)

The Governing Board recognizes that unmanned aircraft or aerial systems (drones) may be a useful tool to enhance the instructional program and assist with district operations. In order to avoid disruption and maintain the safety, security, and privacy of students, staff, and visitors, any person or entity desiring to use a drone on or over district property shall submit a written request for permission to the Superintendent or designee.

A small unmanned aircraft system or drone is an aircraft weighing less than 55 pounds that is operated remotely without the possibility of direct human intervention from within or on the aircraft and the associated elements, including communication links and controls, required for the pilot to operate the aircraft safely and efficiently. It does not include model aircraft or rockets such as those which are radio controlled and used only for hobby or recreational purposes. (49 USC 40101 Note; 14 CFR 107.3)

The Superintendent or designee may grant permission to district employees and students for the use of drones only if the planned activity supports instructional, co-curricular, extracurricular, athletic, or operational purposes. Such uses may include, but are not limited to, instruction in science, technology, engineering, and math (STEM), the arts, or other subjects; maintenance of grounds and facilities; and campus security. When used for instructional purposes, there shall be a clear and articulable connection between drone technology and the course curriculum. Students shall only operate a drone on or over district property under the supervision of a district employee as part of an authorized activity.

The Superintendent or designee may grant permission to other persons or entities under terms and conditions to be specified in a memorandum of understanding.

Any person or entity requesting to operate a drone on or over district property, including a district employee, shall provide a description of the type of operation requested, flight location, date and time of the planned flight, anticipated duration, and whether photos and/or video will be taken. As applicable, the applicant shall also present a copy of his/her Certificate of Waiver or Authorization or exemption issued by the Federal Aviation Administration.

Any person or entity, other than a district employee or student, who is requesting or operating a drone on or over district property shall agree to hold the district harmless from any claims of harm to individuals or property resulting from the operation of the drone and provide proof of adequate liability insurance covering such use.

In determining whether to grant permission for the requested use of a drone, the Superintendent or designee shall consider the intended purpose of the activity and its potential impact on safety, security, and privacy. The decision of the Superintendent or designee shall be final.

Any person authorized to use a drone on district property shall sign an acknowledgment that he/she understands and will comply with the terms and conditions of the district's policy, federal law and regulations, state law, and any local ordinances related to the use of drones.

Unmanned Aircraft Systems (Drones)

When any use of drones is authorized, the Superintendent or designee shall notify the drone operator of the following conditions:

1. The operator is responsible for complying with applicable federal, state, and/or local laws and regulations, including federal safety regulations pursuant to 14 CFR 107.15-107.51 which include, but are not limited to, requirements that the drone not be flown at night, above 400 feet in altitude, or over any people unless they are in a covered structure or stationary vehicle. The operator shall maintain the visual line of sight with the drone at all times.
2. The drone shall be kept away from any area reasonably considered private, including, but not limited to, restrooms, locker rooms, and individual homes.
3. The district reserves the right to rescind the authorization for use of drones at any time.

The Superintendent or designee may remove any person engaged in unauthorized drone use on district property and/or may confiscate the drone. He/she may also shut down the operation of any authorized drone use whenever the operator fails to comply with the terms of the authorization or the use interferes with district activity, creates electronic interference, or poses unacceptable risks to individuals or property.

Any student or staff member violating this policy shall be subject to disciplinary action in accordance with district policies and procedures.

Legal Reference:

- UNITED STATES CODE, TITLE 49
- 40101 Note Unmanned aircraft systems
- CODE OF FEDERAL REGULATIONS, TITLE 14
- 107.1-107.205 Small unmanned aircraft systems, especially:
- 107.12 Requirement for a remote pilot certificate with a small UAS rating
- 107.15-107.51 Operating rules; safety
- 107.53-107.79 Remote pilot certification
- Management Resources:
- FEDERAL AVIATION ADMINISTRATION PUBLICATIONS
- Educational Use of Unmanned Aircraft Systems (UAS), Memorandum, May 4, 2016
- WEB SITES
- Federal Aviation Administration: <http://www.faa.gov/uas>

Policy Adopted:

SANTEE SCHOOL DISTRICT
Santee, California

Item G. EMPLOYEE ASSOCIATION COMMUNICATION

Item H. BOARD COMMUNICATION AND ORGANIZATIONAL BUSINESS

Item I. CLOSED SESSION

Item J. RECONVENE TO PUBLIC SESSION

Item K. ADJOURNMENT

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