

LAKE SIDE UNION SCHOOL DISTRICT

Office of the Superintendent
12335 Woodside Avenue
Lakeside, California 92040
(619) 390-2600

Audience:
Meeting ID: 947 9256 2765
Meeting Password: 947175
Public Comment Form

December 17, 2020
Closed Session: 4:30 p.m.
Open Session: 6:00 p.m.

REVISED NOTICE OF THE ORGANIZATIONAL MEETING OF THE BOARD OF TRUSTEES

Members of the public who require disability modification or accommodation in order to participate in the meeting should contact the Superintendent's Office at (619) 390-2606 or in writing, at least twenty-four (24) hours before the meeting. (Government Code section 54954.2).

Please take notice that the Governor of California issued Executive Order N-29-20 on March 17, 2020. This Order provides, in part, as follows: "All requirements in...the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived."

Members of the public may attend the Board meeting, observe the meeting, and/or participate in public comment telephonically by logging onto Zoom with the meeting ID and password listed at the top OR you may participate in person with safety precautions. Members of the public who wish to participate in public comment are encouraged to fill out the form **1 hour in advance** of the meeting derosier@lsusd.net using the **Public Comment Form**.

A. CALL TO ORDER AND ROLL CALL

B. OATH OF OFFICE – 4:30PM

Newly elected members of the Lakeside Union School District Board of Trustees (Lara Hoefer Moir and Dr. Rhonda Taylor) will take the oath of office as administered by Dr. Andy Johnsen.

C. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS NOTICE (GOVERNMENT CODE SECTION 54954.3) **Public Comment Form**

Opportunity for Members of the Public to address the Board on or off any topic or item on the agenda. In the interest of time and order, presentations from the public are limited to four (4) minutes per person. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comment or Public Hearings, follow the directions for speaking to agenda items as listed above.

D. CLOSED SESSION

1. Conference with Labor Negotiator, Erin Garcia, regarding the California School Employees Association and its Lakeside Chapter No. 240, pursuant to Government Code §54957.6;
2. Conference with Labor Negotiator, Erin Garcia, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6;
3. Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957;
4. Public Employee Appointment, Director of Finance, pursuant to Government Code §54957.

E. OPENING PROCEDURES

1. Reconvene
2. Welcome Visitors
3. Closed Session Report
4. The Pledge of Allegiance will be led by students from Eucalyptus Hills/Home Flex. Following the pledge, Hee-Jin Peterson will share highlights from the school and program.

F. ORGANIZATION OF THE BOARD

1. The Board will select a member to serve as President for the upcoming year.
2. The Board will select a member to serve as Vice President, to act in the absence of the President, for the upcoming year.
3. The Board will select a member to serve as Clerk of the Board for the upcoming year.

G. PRESENTATION

Superintendent **Dr. Andy Johnsen** and staff will give a District reopening update.

H. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

I. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS NOTICE (GOVERNMENT CODE SECTION 54954.3) **Public Comment Form**

Opportunity for Members of the Public to address the Board on any item on the agenda. In the interest of time and order, presentations from the public are limited to four (4) minutes per person. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comment or Public Hearings, follow the directions for speaking to agenda items as listed above.

J. ACTION ITEM

1. **Adoption** is requested of Resolution No. 2021-10, authorizing the issuance and sale of 2020-21 Tax and Revenue Anticipation Notes (TRAN) in the San Diego County and School District TRAN Program. These Notes are a short-term borrowing instrument and authorized by law for use by school districts.

K. ITEMS OF BUSINESS

- 1.1 Designate consent agenda items.

Note: Consent agenda items are generally routine items of business. The Board will designate those items to be approved as a whole, unless a member of the public requests consideration of an item on an individual basis. The Board will review and act on the remaining items of business.

- 1.2 Discussion/adoption of consent agenda items.

K. SUPERINTENDENT

- 2.1 **Adoption** is requested of the minutes of the November 12, 2020 regular board meeting and the November 16, 2020 special board meeting.
- 2.2 **Nominations** are requested for a representative for CSBA's Delegate Assembly, Region 17 (San Diego County). Delegates will serve a two-year term beginning April 1, 2021.
- 2.3 **Adoption** is requested of the 2021 calendar for regular board meetings and board study sessions. Regular meetings are scheduled for the second Thursday of each month with the exception of June 17, June 24, November 10 and December 16, 2021.

HUMAN RESOURCES

- 3.1 **Approval/ratification** is requested of Personnel Assignment Order 2021-09.
- 3.2 **Approval** is requested of a Voluntary Resignation Agreement and Release of All Claims with a district employee.

BUSINESS SERVICES

- 4.1 **Approval** is requested of the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.
- 4.2 **Approval** is requested of the Classified Substitute Employee Salary Schedule effective January 1, 2021, to be in alignment with State minimum wage increase to \$14.00 per hour. Additionally, the clerical substitute rate was increased from \$13.00/hour to \$15.97/hour to align with Step 1 of the School Clerk 1 position.
- 4.3 **Approval/Ratification** is requested of the following annual contracts for the 2020-21 school year: A) EdPress (Website, Technology); B) Government Financial Strategies (TRANS, Bus Services); C) Math Transformations (Ed Services); D) Math Transformations (LF); E) Math Transformations (LMS); F) San Diego County Superintendent of Schools (Technology); G) Smartest EDU, Inc. (Math, Ed Services); H) Villa Santa Maria, Inc. (NPS, SpecEd); and I) Vista Hill Learning Assistance Center (NPS, SpecEd) (*Goals #1 and 2*)
- 4.4 **Acceptance** is requested of a donation to Lindo Park from Skyline Church of Lakeside of 80 backpacks filled with school supplies and water bottles; and a donation of \$750 for playground equipment.
- 4.5 **Approval** is requested of a Memorandum of Understanding between the Lakeside Union School District and the California School Employees Association and its Chapter 240 regarding participation in the Classified School Employee Summer Assistance Program.

ED SERVICES

- 5.1 **Approval** is requested of a Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) program contract for fiscal year 2020-2021.

K. ED SERVICES (CONTINUED)

- 5.2 **Approval** is requested of an End User License Agreement, Implementation Services Agreement, with Infinite Campus, and Shoutout Agreement, for our new Student Information System at a breakdown cost of: Year 1, \$40,700; Year 2, \$64,280; Year 3, \$64,280; and Year 4 and beyond, \$74,680.

BOND

- 6.1 **Approval** is requested of a Notice of Completion for installation of a new roof at Lakeside Middle School with Roof Construction.
- 6.2 **Authorization** is requested to award Bid No. 2021-03 for the parking lot upgrades at Lakeside Farms and authorize staff to enter into a contract with Whillock Contracting at a cost of \$825,397.

POLICIES, REGULATIONS & BYLAWS

- 7.1 **Adoption** is requested of Board Policy and Administrative Regulation 0430: Comprehensive Local Plan for Special Education.
- 7.2 **Adoption** is requested of Board Policy and Administrative Regulation 4113: Assignment.
- 7.3 **Adoption** is requested of Administrative Regulation 4161.1: Personal Illness/Injury Leave.
- 7.4 **Adoption** is requested of Administrative Regulation 4200: Classified Personnel.
- 7.5 **Adoption** is requested of Board Policy 5141.5: Mental Health.

L. INFORMATIONAL ITEM

Enrollment Report for Month 3, ending November 3, 2020.

M. REPORTS TO THE BOARD

1. Union Representatives:
 - A. **Cathy Sprecco**, will present comments as the Lakeside Teachers Association President
 - B. **Lisa Ford**, will present comments as the California School Employees Association President
2. District Superintendents:
 - A. **Erin Garcia** will present business and operations updates.
 - B. **Dr. Kim Reed** will present educational services updates.
 - C. **Dr. Andy Johnsen** will present closing comments.

N. ADJOURNMENT

Respectfully Submitted,

Andrew S. Johnsen, Ed.D.
Superintendent

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 12/17/20

Agenda Item:

Approval of Minutes

Background (Describe purpose/rationale of the agenda item):

It is recommended that the Board of Trustees approve the attached minutes with any necessary modifications:

Regular Board Meeting of November 12, 2020

Special Board Meeting of November 16, 2020

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Discussion

☐ Approval

☒ Adoption

☐ Denial

☐ Ratification

☐ Explanation: [Click here to enter text.](#)

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

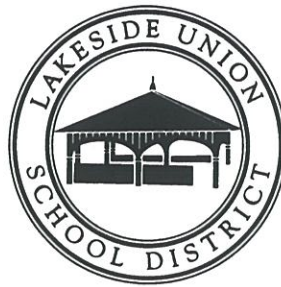
Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Andy Johnsen, Superintendent

Administration:

ANDREW S. JOHNSEN, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
ERIN GARCIA
Assistant Superintendent



Board of Trustees:

JOHN V. BUTZ
HOLLY FERRANTE
ANDREW HAYES
BONNIE LACHAPPA
RHONDA TAYLOR, Ed.D.

Minutes of the Regular Meeting of the Board of Trustees

November 12, 2020

District Administration Center/Zoom

- | | |
|---|--------------------------|
| A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order on Zoom at 5:00 p.m. by Holly Ferrante, President, with the following members present: Bonnie LaChappa, Vice President; Andrew Hayes, Clerk; Dr. Rhonda Taylor, and John V. Butz, Member (by phone). Also in attendance were Dr. Andrew Johnsen, Superintendent; Dr. Kim Reed, Assistant Superintendent; and Erin Garcia, Assistant Superintendent. Lisa DeRosier was present to record the minutes. | Call to Order |
| B. There were no requests to speak to the Board. | Public
Comment |
| C. At 5:02 p.m. the Governing Board moved to closed session to discuss the following: 1) Conference with Labor Negotiator, Erin Garcia, regarding the California School Employees' Association, Chapter 240, pursuant to Government Code §54957.6; 2) Conference with Labor Negotiator, Erin Garcia, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6; and 3) Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957. | Closed Session |
| D. At 6:03 p.m. the Board reconvened to open session. President Ferrante welcomed guests. She reported on closed session as follows: | Welcome |
| A. No action was taken on Conference with Labor Negotiator, Erin Garcia, regarding the California School Employees' Association, Chapter 240, pursuant to Government Code §54957.6. | Closed Session
Report |
| B. No action was taken on Conference with Labor Negotiator, Erin Garcia, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6. | |
| C. No action was taken on Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957. | |
| The pledge of allegiance was led by students from Lakeside Farms. Following the pledge, Principal Jim Rosa shared a video highlighting the wonderful staff, students, and programs at the school. | Flag Salute |
| E. Superintendent Dr. Andy Johnsen commended Mr. Rosa and his staff. The work is hard right now, and they are doing a great job. He thanked Member Butz for his 4 years of excellent service. He has been involved from day one, especially in our facilities and bond projects. Dr. Johnsen had Dr. Winspear share current COVID-19 data. The data included students and staff who have been affected with symptoms or were a close contact with someone who had the virus. Our parents and staff have done a really good job keeping their students home when not feeling well; lots of handwashing; and keeping the 6' distance. | Dr. Johnsen |

E. PRESENTATIONS (CONTINUED)

Dr. Kim Reed discussed academic progress measures of our students using the MAP assessment. It's an adaptive tool. We are doing better in the reading assessment than we did at the same time last year. A similar trend in Math. Math is an area we've been working on. She discussed the Achieve 3000 lexiles by grade level and middle school D's and F's data. These low grades may be a result of not turning in work. She shared days lost to suspension data (only 1 middle school student this year). Disruptions due to behaviors have been minimal. Several board members asked clarifying questions.

Dr. Kim Reed -
Academic
Achievement
Data

Todd Owens gave an annual facilities report on 2019-20. Maintenance department has 11 employees, maintains 500,000 square feet of interior space, and 100 acres of property. Some of the projects completed: cameras at the new EH shade structure; HVAC, water and gas line repairs; asphalt project at RV; gaga pits; fencing at LC; water bottle filling stations; vandalism repairs; classroom paint; siding and turf; hand washing stations and sneeze guards at every site; and much more. The custodial department has 20 employees. The transportation department has 22 buses and 25 employees. LUSD buses travel over 120,000 miles annually. Bond projects that were completed: central kitchen remodel; parking lots (EH, LV, RV, LC). Current projects are the parking lot at LF; MPR at LP; the office remodel at LF; and MPR/gym at TdS.

Todd Owens -
Facilities Update

- F. Clerk Hayes congratulated and welcomed back Member Taylor for being re-elected and thanked Member Butz for his time on the board. He has been a rock for the facilities program. A great colleague.

Trustee's Reports
and Comments

Member Taylor is happy to be serving the community for another 4 years. She thanked Member Butz for his years of service. She also thanked the teachers for making it happen.

Vice President LaChappa thanked Member Butz and wished him well. She congratulated Member Taylor and is excited to see where we go and what the new year brings! We're all in it together.

Member Butz commented that it's been a pleasure to serve for the past 4 years. It's had its ups and down. Thank you to everyone who has served on the board, past and present, for serving the community. Trying to improve and make a great educational experience for our students. He has no future endeavors for now.

President Ferrante thanked Member Butz, congratulated Member Taylor, and welcomed new board member Lara Hoefer-Moir. She also thanked the staff, principals and teachers for doing amazing work. Everyone's working long days and she appreciates them.

- G. There were 5 requests to speak to the Board regarding J-4.4 and reopening options.

Public Comments

- H. 1. Dr. Natalie Winspear introduced **Officer DD Ramirez** and thanked her for her years of service with the San Diego Probation Department and LUSD, and wished her well in retirement.
2. Cesar Morales introduced and congratulated the site teachers of the year for 2019-2020: **Nicole Curtis** (EH); **Manal Mansour** (LF); **Wendie Ward** (LMS); **Shani Dillon** (LV); **Thais St. Martin** (LEAPP); **Brit Sjoström** (LC); **Bruce Mikolajcik** (LP); **Fonda Tripp** (RV); **Anna Lopez-Johnson** (WG).

Officer Ramirez

Site Teachers of
the Year for
2019-2020

H. RECOGNITIONS (CONTINUED)

- | | |
|---|--|
| <p>3. Cesar Morales recognized and congratulated the site classified employees of the year for 2019-2020: <i>Andrew Newmark</i> (DO); <i>Cindy Walker</i> (EH); <i>Carla Dupras</i> (Child Nutrition); <i>Anita Victor</i> (LF); <i>Sue Klein</i> (LMS); <i>Heather Watson</i> (LEAPP); <i>Lisa Coblenz</i> (LC); <i>Carlos Ambriz</i> (LP); <i>Terry Sanchez</i> (Maint); <i>Lisa Ruiz</i> (RV); <i>Cindy Stroman</i> (TdS); <i>Jen Chandler</i> (Transp); and <i>Devonne Donohue</i> (WG).</p> | <p>Site Classified Employees of the Year for 2019-2020</p> |
| <p>I. 1. At 7:30 p.m. President Ferrante opened a public hearing to hear comments from the public regarding a Disclosure of Collective Bargaining related to the COVID-19 public health emergency for California School Employees Association and its Chapter 240. Hearing no comments, the public hearing was closed.</p> | <p>Public Hearing – CSEA COVID-19 Side Letter of Agreement</p> |
| <p>2. <u>It was moved</u> by Member Taylor and seconded by Vice President LaChappa to approve the Disclosure of Collective Bargaining Agreement with the California School Employees Association and its Chapter 240 in the amount of \$5,835. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer. Motion carried unanimously 5:0 (<u>Ayes</u>: Butz, Ferrante, Hayes, LaChappa, Taylor).</p> | <p>Approve CSEA Disclosure of Collective Bargaining</p> |
| <p>3. <u>It was moved</u> by Member Taylor and seconded by Member Butz to approve the Side Letter of Agreement with the California School Employees Association and its Chapter 240 with regard to the COVID-19 public health emergency. The agreement addresses safety, leaves, compensation, classified service work and other miscellaneous items pertaining to the novel Coronavirus (COVID-19) public health emergency and CSEA classified staff. Motion carried unanimously 5:0 (<u>Ayes</u>: Butz, Ferrante, Hayes, LaChappa, Taylor).</p> | <p>Approve CSEA COVID-19 Side Letter of Agreement</p> |
| <p>4. At 7:32 p.m. President Ferrante opened a public hearing, pursuant to Government Code §3547(a), regarding a Tentative Agreement from the California School Employees Association and its Chapter 240 to the District regarding the Summer Assistance Program for classified employees, so that negotiations may commence. Hearing no comments, the public hearing was closed.</p> | <p>Public Hearing from CSEA on the Summer Assistance Program</p> |
| <p>J. <u>It was moved</u> by Vice President LaChappa and seconded by Clerk Hayes to designate all Items of Business to the consent agenda with the exception of Items 4.3, and 4.4. The motion carried unanimously to designate Items of Business 2.1, 2.2, 3.1, 3.2, 4.1, 4.2, 4.5, 4.6, 4.7, 5.1, 6.1, 6.2, 7.1, and 7.2 to the consent agenda.</p> | <p>Consent Agenda</p> |
| <p>1.1 <u>It was moved</u> by Vice President LaChappa and seconded by Member Taylor to adopt the following items of business:</p> | <p>Items of Business</p> |
| <p>1.2 There was no discussion on items.</p> | <p>Discussion</p> |

SUPERINTENDENT

- | | |
|--|--|
| <p>2.1 A motion to adopt the regular board meeting minutes of October 8, 2020 and the special board meeting minutes of October 22, 2020.</p> | <p>Adopt Minutes</p> |
| <p>2.2 A motion to set the annual organizational meeting for 2020 on Thursday, December 17, 2020 at 6:00 p.m. in the boardroom of the District Administration Center located at 12335 Woodside Avenue in Lakeside, California.</p> | <p>Set Organizational Meeting Date</p> |

J. HUMAN RESOURCES

- | | |
|---|--------------------------------------|
| 3.1 A motion to approve/ratify Personnel Assignment Order 2021-08. | Ratify PAO |
| 3.2 A motion to ratify a Side Letter of Agreement with California School Employees Association and its Chapter 240 for a temporary change in classified position for the Social Services Coordinator at Tierra del Sol Middle School from .625 to full time for the remainder of the 2020-21 school year. | Ratify CSEA Side Letter of Agreement |

BUSINESS SERVICES

- | | |
|--|-----------------------------------|
| 4.1 A motion to approve the following monthly financial reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures. | Approve Monthly Financial Reports |
| 4.2 A motion to adopt Resolution No. 2021-08 to adopt the findings contained in the Annual and Five-Year Developer Fee Report for Fiscal Year 2019-20. | Adopt Resolution No. 2021-08 |
| 4.5 A motion to approve/ratify the following annual contracts for the 2020-21 school year: A) NWEA (Ed Services); B) Imagine Learning (Ed Services); C) San Diego County Office of Education Science Outreach Programs (Various); and D) Verbal Behavior Associates. | Approve Annual Contracts |
| 4.6 A motion to approve a Lindo Park PTA fundraiser to sell popcorn online from November 16-December 14, 2020. | Approve LP Fund Raiser |
| 4.7 A motion to accept the following donations to the District: A) Lakeside Farms received a Sage Garden Grant in the amount of \$15,000; and B) Bonnie LaChappa donated individually wrapped licorice to the students of Lindo Park during Red Ribbon Week. | Accept Gifts to the District |

ED SERVICES

- | | |
|---|---------------------------------|
| 5.1 A motion to approve updated reclassification criteria for LUSD English Learners per California Ed Code Section 313. | Approve Criteria for EL Reclass |
|---|---------------------------------|

BOND

- | | |
|--|--------------------------------------|
| 6.1 A motion to approve a Memorandum of Understanding with WestEd for the administration of the annual California Healthy Kids Survey. The survey provides district and site level data to provide key data on school climate and safety, learning supports and barriers, and stakeholder engagement as well as youth development, health, and well-being. | Approve MoU with WestEd |
| 6.2 A motion to approve a Memorandum of Understanding with Magellan Healthcare, Inc. for a military and family life counseling (MFLC) program on behalf of the Department of Defense at no cost to the district. | Approve MoU with Magellan Healthcare |

POLICIES/REGULATIONS

- | | |
|--|------------------|
| 7.1 A motion to adopt Administrative Regulation 5148: Child Care and Development. | Adopt AR 5148 |
| 7.2 A motion to adopt Board Policy and Administrative Regulation 6179: Supplemental Instruction. | Adopt BP/AR 6179 |

J. ITEMS OF BUSINESS (CONTINUED)

Motion carried unanimously 5:0 (Ayes: Butz, Ferrante, Hayes, LaChappa, Taylor).

4.3 It was moved by Clerk Hayes and seconded by Vice President LaChappa to adopt Resolution No. 2021-09 to authorize participation in the 3121 Social Security Alternative Plan through the SDCOE Fringe Benefits Consortium. The IRS Section 3121 allows part-time and seasonal employees who are not eligible for PERS/STRS to be exempt from the Social Security tax if they are provided a comparable retirement system. Erin Garcia answered clarifying questions from Clerk Hayes and Member Taylor. Motion carried 5:0 (Ayes: Butz, Ferrante, Hayes, LaChappa, Taylor).

Adopt Resolution
No. 2021-09

4.4 It was moved by Clerk Hayes and seconded by Member Taylor to approve the revised 2020-21 Interim Management and Interim Confidential Salary Schedules effective when we have the money to give these raises. Clerk Hayes is concerned with this item as we've lost 300 students this year and we don't know how this will impact our fiscal bottom line. He believes it would be prudent to move until we're not in the red. Member Taylor feels it's hard to offer raises to management when we haven't offered raises to non-management positions for some time. President Ferrante confirmed that the classified non-management employees from the Ewing study received the recommended increases years ago. These classified management positions were recommended by Ewing for increases but left out from realigning to the new salary schedule until now. Motion did not pass (2:3). It was then moved by Vice President LaChappa and seconded by Member Butz to approve the revised 2020-21 Interim Management and Interim Confidential Salary Schedules effective November 1, 2020. Motion carried 3:2 (Ayes: Butz, Ferrante, LaChappa; Noes: Hayes, Taylor).

Approve 2020-21
Salary Schedules

- K.
1. First Reading of Board Policy and Administrative Regulation 0430: Comprehensive Local Plan for Special Education. The Board requested the policy come back next month for adoption.
 2. First Reading of Board Policy and Administrative Regulation 4113: Assignment. The Board requested the policy come back next month for adoption.
 3. First Reading of Administrative Regulation 4161.1: Personal Illness/Injury Leave. The Board requested the policy come back next month for adoption.
 4. First Reading of Administrative Regulation 4200: Classified Personnel. The Board requested the policy come back next month for adoption.
 5. First Reading of Board Policy 5141.5: Mental Health. The Board requested the policy come back next month for adoption.

BP/AR 0430

BP/AR 4113

AR 4161.1

AR 4200

BP 5141.5

- L. Erin Garcia discussed the Enrollment Report for Month 2 ending October 16, 2020. We are currently down 1 student from previous month, and over 300 students from same time last year.

Enrollment
Report

Erin Garcia discussed the Quarterly Investment Reports, San Diego County Treasury Investment Pool, as of quarter ended September 30, 2020.

Investment
Reports

- | | | | |
|----|-----|---|------------------|
| M. | 1A. | LTA President, Cathy Sprecco, commented that the teachers are working hard and students are learning. Teachers are loving their time with their students, and they know that each minute with them is precious. Current class sizes are allowing teachers to work 1:1 with students. There are new challenges and requirements around every corner, but teachers will be there. Appreciates the board support. | LTA President |
| | 1B. | CSEA Vice President, David Myers, thanked the IT department. The sound quality of the board meeting tonight was much better. He thanked Member Butz for his time on the board. Congratulations to Member Taylor and looks forward to working with you all. He appreciated Todd Owens presentation for highlighting the departments hard work and accomplishments. | CSEA President |
| | 2A. | Erin Garcia, Assistant Superintendent, commented that we are in a virtual audit with our auditors. They are very busy responding to requests from the auditors. So far everything is going well. We are working hard to spend the rest of the CaresAct funds. Those funds expire at the end of December. | Erin Garcia |
| | 2B. | Dr. Kim Reed, Assistant Superintendent, commented that Ed Services missed a step or two in their alignment in calibration work over the summer. They are working with teachers and principals to build in supports to do that difficult work. It's amazing to walk into classrooms and see the ways teachers are making collaboration work in an environment that isn't conducive to collaboration. We are continuing to plan our January PD day. She is currently working on the instructional models to present at the November 16 special board meeting. | Dr. Kim Reed |
| | 2C. | Dr. Andy Johnsen, Superintendent, commented he is looking forward to the conversation on Monday. The picture for reopening schools is complex and continues to be complex. We're learning every day, every week, as we watch other school districts' successes and failures. Thank you to our staff and parents and to Natalie and her team as they've dealt with positive cases. Look forward to our discussion on Monday. | Dr. Andy Johnsen |
| N. | | President Ferrante asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 7:54 p.m. | Adjournment |

Andrew Hayes
Clerk of the Board

Andrew S. Johnsen, Ed.D.
Secretary to the Board

Administration:

ANDREW S. JOHNSEN, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
ERIN GARCIA
Assistant Superintendent



Board of Trustees:

JOHN V. BUTZ
HOLLY FERRANTE
ANDREW HAYES
BONNIE LACHAPPA
RHONDA TAYLOR, Ed.D.

Minutes of the Regular Meeting of the Board of Trustees

November 16, 2020

District Administration Center/Zoom

- | | |
|---|--------------------------------------|
| A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 4:30 p.m. by Holly Ferrante, President, with the following members present: Bonnie LaChappa, Vice President; Andrew Hayes, Clerk; Dr. Rhonda Taylor, Member; and John V. Butz, Member. Also in attendance were Dr. Andrew Johnsen, Superintendent; Dr. Kim Reed, Assistant Superintendent; and Erin Garcia, Assistant Superintendent. Lisa DeRosier was present to record the minutes. | Call to Order |
| The pledge of allegiance was led by President Ferrante. | |
| B. There were 8 requests to speak to the Board regarding reopening options. | Flag Salute
Public
Comments |
| C. <u>It was moved by</u> Vice President LaChappa and seconded by Member Butz to adopt a revised 2020-21 calendar. The changes show the expansion of parent conference week from 1 week to 2 weeks (November 30-December 11, 2020); and the date change of the January PD day from Friday, January 15 to Wednesday, January 13, 2021. Motion carried unanimously 5:0 (<u>Ayes</u> : Butz, Ferrante, Hayes, LaChappa, Taylor). | Adopt Revised
2020-21
Calendar |
| D. Dr. Kim Reed presented the District's current hybrid instructional model and potential refinements. The administration was asked to provide information on 1) possible models for more in-person time for our Special Education students; 2) possible model for a 5-day a week in-person and 3) possible refinements to our current hybrid model. The primary lens is for equitable academic outcomes for all students, safety for students and staff, and consistency in an evolving set of circumstances. Many questions were asked and discussed. Clerk Hayes asked clarifying questions. | Discussion |
| E. President Ferrante asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 6:11 p.m. | Adjournment |

Andrew S. Johnsen, Ed.D.
Secretary to the Board

Andrew Hayes
Clerk of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 12/17/20

Agenda Item:

CSBA Delegate Assembly Nomination

Background (Describe purpose/rationale of the agenda item):

The Board is asked to nominate a representative to the California School Boards Association's Delegate Assembly for Region 17 (San Diego County). Delegates will serve a two-year term from April 1, 2021 through March 31, 2023.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

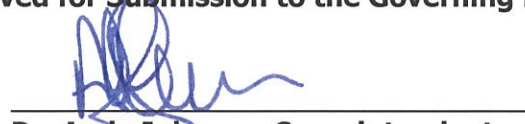
☐ **Informational** ☐ **Denial**
☒ **Nomination** ☐ **Ratification**
☐ **Approval** ☐ **Explanation:** [Click here to enter text.](#)

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Andy Johnsen, Superintendent

October 29, 2020

TIME SENSITIVE - REQUIRES BOARD ACTION
DEADLINE: Thursday, January 7, 2021

MEMORANDUM

To: CSBA Member District Boards
From: Xilonin Cruz-Gonzalez, President
Re: Call for Nominations to CSBA's Delegate Assembly

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, Executive Committee, and Delegates ensure the Association promotes the interests of California's school districts and county offices of education. Delegates with terms that end in 2021 are up for election. Ballots for the Delegate Assembly election will be sent to each member board within the region or subregion by February 1, 2021. Delegates elected in 2021 will serve a two-year term beginning April 1, 2021 through March 31, 2023. There are two required Delegate Assembly meetings each year; in 2021, the dates are May 15-16 and November 30 - December 1.

Nominations and biographical sketch forms for CSBA's Delegate Assembly are being accepted until Thursday, **January 7, 2021**. The nomination process is as follows:

- CSBA member boards are eligible to nominate board members within their own geographical region or subregion. For region number, see "CSBA REGION INDEX FOR DISTRICTS & COES" document.
- Member Boards eligible to appoint a member of their board to the Delegate Assembly may also nominate board members to run for election to the Delegate Assembly.
- Boards eligible to appoint must do so by January 7, 2021. A separate communication from CSBA regarding these appointments will be sent to boards by November 1.
- Nominating boards must submit a separate Nomination Form for each person nominated.
- Nominees must serve on a CSBA member board and must provide approval prior to being nominated.
- Nominees must submit a one-page, single-sided, biographical sketch form.
- Nominees may submit an optional one-page, one-sided résumé.

Documents related to the nomination process are being provided online only. The forms, as well as information about the Delegate Assembly, may be downloaded from CSBA's website: www.csba.org/ElectiontoDA.

The deadline for nomination materials is **11:59 p.m. on Thursday, January 7, 2021**. Materials can be sent via email to nominations@csba.org. Nomination materials may also be sent via mail to the CSBA Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95961, with a postmark of no later than January 7, 2021.

Delegate Assembly Biographical Sketch Form for 2021 Election



Deadline: Thursday, January 7, 2021 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org no later than 11:59 p.m. on January 7, 2021. Forms may also be submitted via mail to CSBA's Executive Office at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2021.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: _____

Name: _____

CSBA Region & subregion #: _____

District or COE: _____

Years on board: _____

Profession: _____ Contact Number (☐ Cell ☐ Home ☐ Bus.): _____

Primary E-mail: _____

Are you an incumbent Delegate? ☐ Yes ☐ No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Delegate Assembly Important Dates



2021 Delegate Assembly Election

Thursday, January 7:	Deadline for Nomination Forms and Biographical Sketch Forms
Monday, February 1:	Ballots sent to member boards
Monday, March 15:	Deadline for ballots to be sent back to CSBA
By Wednesday, March 31:	Ballots will be counted
Thursday, April 1:	First day of new 2-year term for Delegates elected in 2021

2021 Delegate Assembly Meeting Dates

Saturday – Sunday, May 15 - 16
(scheduled to occur in Sacramento)

Tuesday – Wednesday, November 30 - December 1
(scheduled to occur in San Diego)

2022 Delegate Assembly Meeting Dates

Saturday – Sunday, May 21-22
(scheduled to occur in Sacramento)

Tuesday – Wednesday, November 29 - 30
(scheduled to occur in San Diego)

REGION 15 – 24 Delegates (17 elected/7 appointed) ♦

Director: Meg Cutuli (Los Alamitos USD)

County: Orange

Alfonso Alvarez (Santa Ana USD) ♦, 2022
David Boyer (Los Alamitos USD), 2021
Lauren Brooks (Irvine USD), 2022
Carrie Buck (Placentia-Yorba Linda USD), 2022
Bonnie Castrey (Huntington Beach Union HSD), 2021
Ian Collins (Fountain Valley ESD), 2021
Lynn Davis (Tustin USD), 2022
Jackie Filbeck (Anaheim ESD), 2021
Carrie Flanders (Brea Olinda USD), 2021
Karin Freeman (Placentia-Yorba Linda USD), 2021
Ira Glasky (Irvine USD) ♦, 2022
Judy Bullockus (Capistrano USD) ♦, 2021
Al Jabbar (Anaheim Un. HSD), 2021
Candice Kern (Cypress ESD), 2022
Martha McNicholas (Capistrano USD) ♦, 2022
Charlene Metoyer (Newport-Mesa USD), 2021
Walter Muneton (Garden Grove USD) ♦, 2021
Lan Nguyen (Garden Grove USD) ♦, 2022
Annemarie Randle-Trejo (Anaheim Union HSD), 2022
Rigo Rodriguez (Santa Ana USD) ♦, 2021
Michael Simons (Huntington Beach Union HSD), 2022
Suzie Swartz (Saddleback Valley USD), 2021
Sharon Wallin (Irvine USD), 2022

Region 15 County

Beckie Gomez (Orange COE), 2021

Delegate-at-Large

Marilyn Buchi (Fullerton Joint Union HSD)
Martha Fluor (Newport-Mesa USD)
Susan Henry (Huntington Beach Union HSD)

REGION 16 – 19 Delegates (14 elected/5 appointed) ♦

Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), 2021

Subregion 16-B (San Bernardino)

Christina Cameron-Otero (Needles USD), 2022
Tom Courtney (Lucerne Valley USD), 2021
Andrew Cruz (Chino Valley USD) ♦, 2021
Barbara Dew (Victor Valley Union HSD), 2022
Gwen Dowdy-Rodgers (San Bernardino City USD) ♦, 2021
Barbara Flores (San Bernardino City USD), 2022
Peter Garcia (Fontana USD) ♦, 2022
Cindy Gardner (Rim of the World USD), 2022
Shari Megaw (Chaffey Joint Union HSD), 2021
James O'Neill, (Redlands USD), 2022
Adam Perez (Fontana USD) ♦, 2021
Wilson So (Apple Valley USD), 2022
Gabriel Stine (Victor ESD), 2021
Eric Swanson (Hesperia USD), 2021
Mondi Taylor (Etiwanda SD), 2021
Kathy Thompson (Central ESD), 2021
Scott Wyatt (San Bernardino City USD) ♦, 2022

Region 16 County

Laura Mancha (San Bernardino COE), 2022

REGION 17 – 23 Delegates (17 elected/6 appointed) ♦

Director: Debra Schade (Solana Beach ESD)

County: San Diego

Barbara Avalos (National SD), 2022
Richard Barrera (San Diego USD) ♦, 2021
Leslie Bunker (Chula Vista ESD), 2021
Brian Clapper (National SD), 2022
Eleanor Evans (Oceanside USD), 2022
Humberto Gurmilan (San Ysidro SD), 2022
Andrew Hayes (Lakeside Union SD), 2021
Beth Hergesheimer (San Dieguito Union HSD), 2021
Claudine Jones (Carlsbad USD), 2022
Christi Knight (Escondido Union HSD), 2021
Michael McQuary (San Diego USD) ♦, 2022
Tamara Otero (Cajon Valley Union SD), 2022
Darshana Patel (Poway USD) ♦, 2021
Dawn Perfect (Ramona USD), 2021
Barbara Ryan (Santee SD), 2021
Elva Salinas (Grossmont Union HSD), 2022
Nicholas Segura (Sweetwater Union HSD) ♦, 2022
Arturo Solis (Sweetwater Union HSD) ♦, 2021
Marla Strich (Encinitas Union ESD), 2022
Cipriano Vargas, (Vista USD), 2022
Sharon Whitehurst-Payne (San Diego USD) ♦, 2021
Vacant, 2021

Region 17 County

Guadalupe Gonzalez (San Diego COE), 2021

REGION 18 – 21 Delegates (16 elected/5 appointed) ♦

Director: Wendy Jonathan (Desert Sands USD)

Subregion 18-A (Riverside)

Angelov Farooq (Riverside USD) ♦, 2022
Robert Garcia (Jurupa USD), 2021
Madonna Gerrell (Palm Springs USD), 2021
Virmecia Green-Jordan (Perris ESD), 2022
Tom Hunt (Riverside USD) ♦, 2021
Cleveland Johnson (Moreno Valley USD) ♦, 2021
Marla Kirkland (Val Verde USD), 2022
Elizabeth Marroquin (Corona-Norco USD) ♦, 2022
David Nelissen (Perris Union HSD), 2022
Gerard Reller (Romoland ESD), 2021
Kristi Rutz-Robbins (Temecula Valley USD), 2021
Victor Scavarda (Hemet USD), 2022
Susan Scott (Lake Elsinore USD), 2022
Kris Thomasian (Murrieta Valley USD), 2021
Lizeth Vega (Alvord USD), 2022
Mary Ybarra (Corona-Norco USD) ♦, 2021
Vacant, 2021

Subregion 18-B (Imperial)

Michael Castillo (Calexico USD), 2021
Diahna Garcia-Ruiz (Central Union HSD), 2022
Gil Rebollar (Brawley ESD), 2021

Region 18 County

Victor Jaime (Imperial COE), 2022

Director-at-Large, County

Bruce Dennis (Riverside COE)

Delegate-at-Large

Jesus Holguin (Moreno Valley USD)

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 12/17/20

Agenda Item:

2021 Board Meeting and Study Session Calendar

Background (Describe purpose/rationale of the agenda item):

The Board annually adopts their schedule of board meetings at the December board meeting. Regular meetings are scheduled as follows: January 14; February 11; March 11; April 15; May 13; June 17; June 24; July 8; August 12; September 9; October 14; November 4; and December 16.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☐ Approval

☐ Explanation: [Click here to enter text.](#)

☒ Adoption

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



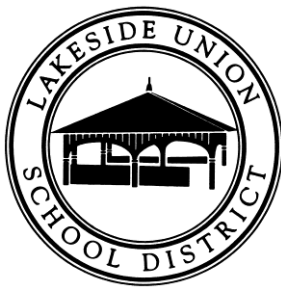
Lisa DeRosier, Executive Assistant



Dr. Andy Johnsen, Superintendent

Administration:

ANDREW S. JOHNSEN, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
ERIN GARCIA
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
RHONDA TAYLOR, Ed.D.

Schedule of Regular Board Meetings and Board Study Sessions for 2021

	<u>Regular Meetings</u>	<u>Special Board Meetings</u>
January	14	14
February	11	
March	11	
April	15*	
May	13	
June	17*	*4:30 p.m.
June	24*	*4:30 p.m.
July	8	*4:30 p.m.
August	12	*4:30 p.m.
September	9	
October	14	
November	10*	
December	16*	

*Regular meetings are scheduled for the second Thursday of each month at 6:00 p.m. (unless noted by *) in the Multipurpose Room at the District Administrative Center, 12335 Woodside Avenue, Lakeside, California 92040.*

*Adopted by the Governing Board
December 17, 2020*

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 12/17/20

Agenda Item:

Personnel Assignment Order 2021-09

Background (Describe purpose/rationale of the agenda item):

The Personnel Assignment Order reflects new hires, retirements and changes in positions.

Fiscal Impact (Cost):

Varies

Funding Source:

General Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

<input type="checkbox"/> Informational	<input type="checkbox"/> Denial
<input type="checkbox"/> Discussion	<input type="checkbox"/> Ratification
<input type="checkbox"/> Approval	<input type="checkbox"/> Explanation: Click here to enter text.
<input checked="" type="checkbox"/> Adoption	

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

César Morales, Executive Director HR



Dr. Andy Johnsen, Superintendent

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, December 17, 2020
Personnel Assignment Order - 2021-09

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	Assignment/Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
Preciado, Andrea	EAK Teacher/Lindo Park		N/A		12/15/2020
Wyatt, Ashley	EAK Teacher/Lemon Crest		N/A		12/15/2020

B. Temporary Rehires:

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

C. Change of Status/Location:

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

D. Unpaid Leave Requests:

Employee	Assignment/Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Assignment/Location	Class/Step	Reason	Effective Date

F. 39-Month Reemployment:

Employee	Assignment/Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Assignment/Location	Class/Step	Effective Date

Classified Staff

H. New Hire:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Johnston, Shannon	District Office	Director of Finance/Range 32/Step 2	N/A	\$9,300.83	12/10/2020
Kerkman, Margaret	LEAPP	Instructional Assistant II/Range 11/Step 1	N/A	\$992.66	11/1/2020
Levis, Sharon	Lakeside Farms	Instructional Assistant I/Range 9/Step 1	N/A	\$709.92	11/1/2020
Mietzel, Caitlin	ESS-Lemon Crest	Child Development Assistant/Range 7/Step 1	N/A	\$622.14	11/1/2020
Petrovich, Sunrise	Lakeside Farms	Instructional Assistant I/Range 9/Step 1	N/A	\$709.92	11/1/2020
Senn, Sierra	Lakeside Middle School	Instructional Assistant I/Range 9/Step 1	N/A	\$1,124.04	11/1/2020

I. Short Term Staff:

Employee	Title	Service to be Performed	Hourly Rate	Start Date	Ending Date of Service
Alvarado, Karen	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Balderas, Maria	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	16.34	1/4/2021	6/11/2021
Burghart, Susan	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Cox, Amy	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
De La Torre, Alma	COVID Student Support Staff	Reopening Plan Student Screening,	\$14.00	1/4/2021	6/11/2021

		Distancing, & Safety Support			
Espinoza, Emily	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Forseman, Cathy	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Galvez Rojas, Isai	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support		1/4/2021	
Figuerola, Jose	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Foster, Yessenia	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Hayes, Hunter	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Herr, Lisa	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Higareda, Christian	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Higareda, Josh	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Gonzalez, Janeth	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Jacinto, Jose	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021

Jacinto, Jose	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Kohmuench, Paul	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Morris, Laura	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Nunez, Melissa	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Ortega, Adriana	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Ortiz, Cherian	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Peets, Troy	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Quintero, Victor	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Robertson, Trevor	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Ruiz, Ernest	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Supp	\$14.00	1/4/2021	6/11/2021
Scott, Sandra	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Silva, Carissa	COVID Cleaning Support Staff	Reopening Plan Cleaning,	\$16.34	1/4/2021	6/11/2021

		Sanitizing, & Stocking Support			
Smith, Jessa	COVID Student Support Staff	Reopening Plan Student Screening, Distancing, & Safety Support	\$14.00	1/4/2021	6/11/2021
Streeter, Booby	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021
Victor, Arvanti	COVID Cleaning Support Staff	Reopening Plan Cleaning, Sanitizing, & Stocking Support	\$16.34	1/4/2021	6/11/2021

J. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

K. Resignations:

Employee	Location	Position	Reason	Effective Date
Lynn, Sheralyn	Tierra Del Sol	Instructional Assistant I – SPED	N/A	12/1/2020
McKay, Tim	Maintenance	Skilled Maintenance Worker	Retire	1/1/2021
Tripp, Brianne	Riverview	Instructional Assistant I-SPED	N/A	12/18/2020

L. 39-63 Month Reemployment:

Employee	Location	Position/Class/Step	Effective Date

M. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

Administration recommends approval of listed personnel appointments, changes of status, leave requests, resignations, dismissals, and consultants. This recommendation supports the following District goal: Assure the highest quality of school district services, including, but not limited to, academic, social, emotional and health services by hiring and retaining employees with not only required technical skills in the areas of their responsibilities but also the ability to handle diverse challenges.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Voluntary Resignation Agreement

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☒ Approval

☐ Explanation: [Click here to enter text.](#)

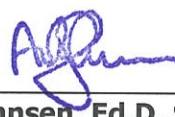
Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Andy Johnsen, Ed.D, Superintendent

This form must be typed written and have all signatures before it will be placed on the agenda. All agenda item requests must be submitted for approval 10 days prior to the board meeting.

Board Meeting Date 12/17/2020

Agenda Submittal Deadline

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: DECEMBER 17, 2020

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 11/01/2020-11/30/2020

Background (Describe purpose/rationale of the agenda item):

This is a required monthly report - per Board Policy #3300, "the Governing Board shall review all warrants issued by the district at their monthly Board meeting".

Fiscal Impact (Cost):

\$1,731,968.96

Funding Source:

General, Child Development, Capital Facilities, Cafeteria, & Charter Schools (Barona, RVCS)

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

<input type="checkbox"/> Informational	<input type="checkbox"/> Denial/Rejection
<input type="checkbox"/> Discussion	<input type="checkbox"/> Ratification
<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Explanation: Click here to enter text.
<input type="checkbox"/> Adoption	

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

BOARD WARRANT REPORT

11/01/2020-11/30/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14723783	A&B SAW & LAWNMOWER SHOP	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	88.82
14723784	ALLIED REFRIGERATION INC	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	368.94
14723785	AMAZON CAPITAL SERVICES, INC.	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	16,325.67
14723786	A-Z BUS SALES	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	175.95
14723787	BEST VALUE GLASS	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	75.42
14723788	CAMEO PAPER & JANITORIAL	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	475.07
14723789	COMPETITIVE METALS, INC	11/2/2020	2020-21 BLANKET FOR HAND WASHI	0100	396.28
14723790	COMPANION CORPORATION	11/2/2020	509157 LUSD LAKESIDE FARMS ELE	0100	7,312.00
14723791	DEBORAH ANN COMISKEY	11/2/2020	I2021-006 BLANKET FOR FISCAL Y	0100	3,000.00
14723792	DATTEL SYSTEMS INCORPORATED	11/2/2020	SMARTNET FOR UC MANAGER 7/1/20	0100	17,830.12
14723793	DEPARTMENT OF JUSTICE	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	2,105.00
14723794	GEARY PACIFIC SUPPLY	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	175.14
14723795	G F SHEETMETAL & WELDING CORP	11/2/2020	2020-21 BLANKET FOR HAND WASHI	0100	387.90
14723796	HD SUPPLY FACILITIES MAINT	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	536.46
14723797	KIRK'S RADIATOR	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	561.06
14723798	LAKESIDE EQUIPMENT	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	848.41
14723799	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	11/2/2020	ILLUSTRATIVE MATH C3 SE BDL DI	0100	189.62
14723800	NICHOLAS TAYLOR	11/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	250.00
14723801	OFFICE DEPOT, INC.	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	97.36
14723802	O'REILLY AUTO PARTS	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	856.74
14723803	PALOS SPORTS	11/2/2020	AVIAR PUTT AND APPROACH DISC	0100	1,397.45
14723805	SAN DIEGO COUNTY VECTOR	11/2/2020	VECTOR CONTROL ANNUAL ASSESSME	0100	194.60
14723807	SHIFFLER EQUIPMENT SALES INC	11/2/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	142.43
14724711	ALLIANCE FOR AFRICAN	11/5/2020	INVOICE NO. 11352 FOR INTERPRE	0100	70.00
14724712	APPLE INC.	11/5/2020	13 INCH MACBOOK PRO SPACE GRAY	0100	362,808.34
14724713	A-Z BUS SALES	11/5/2020	CHANGE ORDER TO INCREASE	0100	1,407.37
14724717	DANNIS WOLIVER KELLEY	11/5/2020	V2021-005 BLANKET FOR FISCAL Y	0100	547.50
14724718	DATTEL SYSTEMS INCORPORATED	11/5/2020	PRO-RATED MAINTENANCE - PER EN	0100	14,625.00
14724720	LOWE'S	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	510.91
14724721	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	11/5/2020	ILLUSTRATIVE MATH C2 SE BDL DI	0100	192.20
14724722	OFFICE DEPOT, INC.	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	229.50
14724723	ONE STONE APPAREL INC	11/5/2020	XS TEES	0100	487.18
14724724	SAN DIEGO GAS & ELECTRIC	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	116,009.05
14724725	SOUTHWEST SCHOOL & OFFICE SUPPLY	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,720.25
14724726	SPELL CITY	11/5/2020	VSC TIER II - 12 MONTH SUBSCRI	0100	989.40
14724727	TARGET RIVER	11/5/2020	V2021-011 BLANKET FOR SEPTEMBE	0100	4,372.50
14724729	VEX ROBOTICS, INC.	11/5/2020	VRC CHANGE UP-FULL FIELD AND G	0100	856.49
14725951	4IMPRINT, INC.	11/9/2020	BAGS FOR HOLIDAY PACKAGING	0100	1,340.01
14725954	ANTON'S SERVICE INC.	11/9/2020	V2021-046 WEED AND TREE ABATE	0100	15,000.00

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Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14725955	AT&T	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	2,428.91
14725959	FULCRUM MANAGEMENT SOLUTIONS INC.	11/9/2020	V2021-047 (OCTOBER 2020 BOARD)	0100	12,000.00
14725966	HOME DEPOT CREDIT SERVICES	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	3,634.26
14725967	INNOSEAL SYSTEMS, INC.	11/9/2020	INNOSEAL REFILL MULTI 7 DAY BU	0100	242.00
14725972	SPARKLETTES	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	221.18
14725973	MATTHEW SPENCER	11/9/2020	TEACHER INDUCTION 2020-21	0100	1,000.00
14725974	SPRINT SOLUTIONS, INC.	11/9/2020	MBB UNLIMITED DATA, 9 MONTHS O	0100	21,951.52
14725976	TACEY LLC	11/9/2020	SOCIAL DISTANCING SIGNAGE	0100	826.78
14725978	U.S. BANK EQUIPMENT FINANCE	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	227.04
14725979	WAXIE SANITARY SUPPLY	11/9/2020	BLANKET FOR 2020-21 FISCAL YEA	0100	11,403.95
14725981	WELLS FARGO VENDOR FINANCIAL SERVICES	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	618.31
14725982	XEROX CORPORATION	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,161.08
14726792	ACADEMIC THERAPY PUBLICATIONS, INC	11/12/2020	8474-5 (25) BOOKLETS - TEST OF	0100	176.63
14726793	AMAZON CAPITAL SERVICES, INC.	11/12/2020	BLANKET FOR 2020-21 FISCAL YEA	0100	36,061.71
14726794	ASELTINE SCHOOL	11/12/2020	V2021-025 NON PUBLIC SCHOOL -	0100	14,389.32
14726797	CURRICULUM ASSOCIATES, INC.	11/12/2020	IED III RECORD BOOK 10 PACK IT	0100	52.54
14726799	EVAN-MOOR	11/12/2020	BUILDING SPELLING SKILLS, GRAD	0100	100.13
14726800	ERIN GARCIA	11/12/2020	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	0100	3,454.84
14726801	INSTITUTE FOR EFFECTIVE EDUCATION	11/12/2020	V2021-043 BLANKET FOR FISCAL Y	0100	6,971.36
14726802	LISTEN INNOVATION INC	11/12/2020	CURRICULUM MAP ALIGNMENT	0100	3,300.00
14726803	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	11/12/2020	READING WONDERWORKS FOUNDATION	0100	384.27
14726804	MISSION JANITORIAL & ABRASIVE SUPPLIES	11/12/2020	ITEM #80009M VMD200PF VINYL PO	0100	1,572.51
14726805	OFFICE DEPOT, INC.	11/12/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	223.30
14726806	PALOS SPORTS	11/12/2020	BLANKET FOR FISCAL YEAR 2020-2 EVT-3 FORM A RECORD FORMS	0100	701.63
14726808	NCS PEARSON, INC	11/12/2020	0158	0100	1,330.50
14726809	PROJECT LEAD THE WAY	11/12/2020	MICRO:BIT CUSTOM PLTW, STUDENT	0100	1,470.79
14726810	RIVERSIDE ASSESSMENTS, LLC	11/12/2020	1622313 WOODCOCK-JOHNSON IV A	0100	354.72
14726811	SALT SOFTWARE, LLC	11/12/2020	APNF COMPREHENSION SCORING SHE	0100	300.33
14726812	STEIN EDUCATION CENTER	11/12/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	5,882.36
14726813	SPECIALIZED THERAPY SERVICES	11/12/2020	V2021-041 BLANKET FOR FISCAL Y	0100	11,858.19
14726814	SUPER DUPER PUBLICATIONS	11/12/2020	CAAP23CAAP-2* ARTICULATION RE	0100	88.36
14726815	THE PRINT BUTTON	11/12/2020	4,700 FEDERAL SURVEY CARDS	0100	747.25
14726816	U.S. POSTAL SERVICE	11/12/2020	POSTAGE FOR POSTAGE METER	0100	30,000.00
14726817	WPS	11/12/2020	ABAS-3 PARENT FORM (PACK OF 25	0100	3,610.23
14727728	A&B SAW & LAWNMOWER SHOP	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	79.50
14727729	AGRICULTURAL PEST CONTROL	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	730.00
14727730	ALLIED REFRIGERATION INC	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	141.04

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Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14727731	CINTAS CORPORATION	11/16/2020	BLANKET FOR 2020-21 FISCAL YEA	0100	2,950.42
14727732	CLARK SECURITY PRODUCTS	11/16/2020	BLANKET FOR 2020-21 FISCAL YEA	0100	84.94
14727733	CED-SAN DIEGO CONSOLIDATED ELECTRIC	11/16/2020	BLANKET FOR 2020-21 FISCAL YEA	0100	1,383.51
14727734	COX COMMUNICATIONS	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,412.86
14727735	DION INTERNATIONAL TRUCKS LLC	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,347.45
14727737	EAST PENN MFG CO	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	862.83
14727738	NYHART EPLER	11/16/2020	FYE 6/30/2020 GASB 75 FULL VAL	0100	7,000.00
14727739	EWING IRRIGATION PRODUCTS	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	255.39
14727740	MORSCO SUPPLY, LLC	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	728.30
14727741	ERIN GARCIA	11/16/2020	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	0100	7,547.05
14727742	GRAINGER	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,339.65
14727744	HD SUPPLY FACILITIES MAINT	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	53.24
14727745	LAKESIDE WATER DISTRICT	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	8,896.22
14727746	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	11/16/2020	CORRECTIVE READING DECODING LE	0100	3,728.83
14727747	OFFICE DEPOT, INC.	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	99.59
14727748	O'REILLY AUTO PARTS	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,515.89
14727750	SHRED IT	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	225.78
14727751	SECOND LIFE MAC	11/16/2020	COVID PURCHASE - IPAD BRICKS A	0100	14,990.00
14727752	SOUTHWEST SCHOOL & OFFICE SUPPLY	11/16/2020	CHANGE ORDER TO INCREASE AND A	0100	2,087.66
14727753	SYCAMORE LANDFILL	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	857.45
14728727	A&B SAW & LAWNMOWER SHOP	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	27.79
14728728	ACSA	11/19/2020	INVOICE NO. C767197E-0002 FOR	0100	1,733.34
14728729	APOLLO ELEVATOR MAINTENANCE SERVICE	11/19/2020	SERVICE FOR LIFTS AT LAKESIDE	0100	850.00
14728730	AAF INTERNATIONAL	11/19/2020	CHANGE ORDER TO INCREASE (COVI	0100	3,036.49
14728732	ROCK AND BLOCK HARDSCAPE SUPPLY	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	123.61
14728734	ASSETWORKS RISK MANAGEMENT INC.	11/19/2020	ANNUAL FEE FOR ASSETMAXX MAINT	0100	4,620.00
14728735	BEST BEST & KRIEGER	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,056.40
14728737	BOB TURNER'S CRANE SERVICE INC	11/19/2020	40 TON XL - HYD. TRUCK CRANE (0100	813.20
14728741	CA ASSOC OF SCHOOL COUNSELORS	11/19/2020	CASC VIRTUAL CONFERENCE & EXPO	0100	1,631.00
14728744	CINTAS CORPORATION	11/19/2020	BLANKET FOR 2020-21 FISCAL YEA	0100	583.51
14728745	CLARK SECURITY PRODUCTS	11/19/2020	BLANKET FOR 2020-21 FISCAL YEA	0100	579.75
14728746	COMPETITIVE METALS, INC	11/19/2020	2020-21 BLANKET FOR HAND WASHI	0100	736.91
14728747	COAST MUSIC THERAPY INC.	11/19/2020	V2021-028 INVOICE NO. 12945	0100	250.00
14728751	DEPARTMENT OF JUSTICE	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	637.00
14728752	DION INTERNATIONAL TRUCKS LLC	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	248.31
14728753	DION & SONS, INC.	11/19/2020	BLANKET FOR 2020-21 FISCAL YEA	0100	3,767.16
14728754	D2G GROUP LLC	11/19/2020	SMSDASCBH MTS STANDING COUNTER	0100	6,814.59
14728758	EAST PENN MFG CO	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	123.80

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14728759	EDCO DISPOSAL CORPORATION	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	3,906.93
14728760	MORSCO SUPPLY, LLC	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	162.01
14728762	G F SHEETMETAL & WELDING CORP	11/19/2020	2020-21 BLANKET FOR HAND WASHI	0100	99.67
14728763	GRAINGER	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,468.64
14728764	HD SUPPLY FACILITIES MAINT	11/19/2020	CHANGE ORDER TO INCREASE (COVI	0100	432.90
14728765	ILLUMINATE EDUCATION INC.	11/19/2020	V2018-058A - INSPECT PLUS, ACC	0100	2,928.80
14728766	IMPERIAL SPRINKLER SUPPLY, INC.	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	198.31
14728768	KIRK'S RADIATOR	11/19/2020	LABOR	0100	531.28
14728769	LAKESIDE WATER DISTRICT	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,372.18
14728770	LEADER SERVICES	11/19/2020	RMTS FY 2019-20 Q1 INVOICE PRE	0100	1,258.46
14728771	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	11/19/2020	EVERYDAY MATH DIGITAL TEACHER	0100	6,911.91
14728772	MONTROY SUPPLY COMPANY	11/19/2020	NEWX2324A ULTRABOARD BARRIER M	0100	1,659.35
14728773	OFFICE DEPOT, INC.	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	613.18
14728774	ONE STONE APPAREL INC	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	253.53
14728775	DAVIS CONSULTING CORPORATION	11/19/2020	V2019-110 - YEAR 2 OF 2 YEAR C	0100	1,550.00
14728776	O'REILLY AUTO PARTS	11/19/2020	CHANGE ORDER TO INCREASE (MAIN	0100	386.10
14728777	NCS PEARSON, INC	11/19/2020	INVOICE NO. 12048663 - ONLINE	0100	9.00
14728778	PEPSI-COLA	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	218.63
14728780	LU QI	11/19/2020	TEACHER INDUCTION 2020-21	0100	1,000.00
14728781	RAYNE OF SAN DIEGO	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	61.00
14728782	RENAISSANCE LEARNING, INC	11/19/2020	RENAISSANCE STAR & AR PLUS PLA	0100	2,445.10
14728783	RIVERSIDE ASSESSMENTS, LLC	11/19/2020	1588319 WOODCOCK-JOHNSON IV AC	0100	622.67
14728784	SAN DIEGO COUNTY OFFICE OF ED	11/19/2020	BROADBAND CONNECTIVITY DEVICES	0100	16,141.75
14728785	SAN JOAQUIN CO. OFFICE OF EDUC	11/19/2020	V2021-030 SST MGMT SYSTEM 202	0100	5,074.00
14728786	SCHOOL BUS PARTS CO.	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	21.31
14728787	SCHOLASTIC INC	11/19/2020	INVOICE NO. M6994888 EL SOL DI	0100	372.50
14728788	SCHOOL HEALTH CORP.	11/19/2020	CALAMINE LOTION CLEAR 6 OZ ITE	0100	34.90
14728790	RUSSELL SIGLER, INC.	11/19/2020	HIGH EFF LOW GAS HEAT PACK 10T	0100	16,979.25
14728791	SLP NOW, LLC	11/19/2020	SLP NOW YEARLY MEMBERSHIP FOR	0100	2,587.00
14728792	SOUTHWEST SCHOOL & OFFICE SUPPLY	11/19/2020	BLUE DISPOSABLE FACE MASK, EAR	0100	3,659.95
14728793	SPARKLETTES	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	334.75
14728794	SPECIALIZED THERAPY SERVICES	11/19/2020	V2021-041 BLANKET FOR FISCAL Y	0100	8,304.06
14728795	STANDARD ELECTRONICS	11/19/2020	V2021-031 - FIRE ALARM SYSTEM	0100	9,800.00
14728796	SYCAMORE LANDFILL	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	507.38
14728797	BORDER RECAPING, LLC	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	156.88
14728799	WPOHS A MEDICAL CORPORATION	11/19/2020	INVOICE NO. 120229 FOR RESPIRA	0100	4,188.50
14730186	SAVVAS LEARNING COMPANY LLC	11/23/2020	HISTORY SOCIAL SCIENCE 2006 SP	0100	11,937.69
14730187	ALLIANCE FOR AFRICAN	11/23/2020	1920 Interpretation	0100	378.90
14730188	AMAZON CAPITAL SERVICES, INC.	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,984.91

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14730191	COSTCO MEMBERSHIP	11/23/2020	MEMBERSHIP RENEWAL FOR ADDITIO	0100	60.00
14730192	CURRIER & HUDSON	11/23/2020	V2021-017 BLANKET FOR FISCAL Y	0100	12,460.50
14730193	DEBORAH ANN COMISKEY	11/23/2020	I2021-006 BLANKET FOR FISCAL Y	0100	1,500.00
14730194	DANNIS WOLIVER KELLEY	11/23/2020	V2021-005 BLANKET FOR FISCAL Y	0100	510.00
14730195	DION & SONS, INC.	11/23/2020	BLANKET FOR 2020-21 FISCAL YEA	0100	1,376.54
14730196	LEARNING UPGRADE LLC	11/23/2020	QUOTE NO. 0012331 - LEARNING U	0100	5,000.00
14730197	MISSION FEDERAL CREDIT UNION	11/23/2020	OCTOBER P-CARD	0100	12,440.93
14730198	ORANGE COUNTY DEPT. OF EDU.	11/23/2020	QUARTER 1 TSP 2020-21	0100	108.54
14730199	NCS PEARSON, INC	11/23/2020	CELF PRESCHOOL-2 SPANISH KIT 0	0100	10,249.48
14730201	SAN DIEGO GAS & ELECTRIC	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	104,133.68
14730202	SOUTHWEST SCHOOL & OFFICE SUPPLY	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	2,312.39
14730204	TARGET RIVER	11/23/2020	V2021-011 BLANKET FOR SEPTEMBE	0100	4,372.50
14730205	LASERCYCLE USA, INC.	11/23/2020		0100	1,660.89
14730207	VERBAL BEHAVIOR ASSOCIATES, INC.	11/23/2020	1920 Behavior Therapy/Supervis	0100	1,284.00
14730208	VERIZON WIRELESS	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,802.81
14730209	WOODWIND & BRASSWIND, INC	11/23/2020	CANTO CR101 SOPRANO RECORDER W	0100	227.62
14730989	ACHIEVE3000	11/30/2020	V2020-029 - LAKESIDE FARMS - Y	0100	83,551.54
14730990	ALLIED REFRIGERATION INC	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	509.95
14730995	COPY CORRAL	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	307.09
14730996	COUNTY OF SAN DIEGO	11/30/2020	PROBATION OFFICER FOR 2020-21	0100	15,294.00
14730997	COUNTY OF SAN DIEGO	11/30/2020	INVOICE NO. 3680 NOVEMBER 3M	0100	37,000.00
14730999	EYE PHONE CITY	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	6,205.86
14731000	GRAINGER	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	117.23
14731001	IMPERIAL SPRINKLER SUPPLY, INC.	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	400.00
14731002	PAYTON'S TRUE VALUE HARDWARE	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	930.76
14731003	ROADONE	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	1,170.00
14731004	SHRED IT	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	0100	107.91
			GENERAL	0100 Total	1,255,300.20
14724724	SAN DIEGO GAS & ELECTRIC	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	1,169.24
14725955	AT&T	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	25.64
14725966	HOME DEPOT CREDIT SERVICES	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	348.73
14725968	OFFICE DEPOT, INC.	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	618.73
14725971	SMART & FINAL	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	681.13
14725972	SPARKLETTES	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	41.46
14725982	XEROX CORPORATION	11/9/2020	W7845PT/SN MX4-764507 - ESS BL	1200	267.43
14726800	ERIN GARCIA	11/12/2020	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CHILD DEVELOPMENT FUND	1200	510.00
14726805	OFFICE DEPOT, INC.	11/12/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	969.73

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14727734	COX COMMUNICATIONS	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	22.22
14727741	ERIN GARCIA	11/16/2020	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CHILD DEVELOPMENT FUND	1200	831.65
14727745	LAKESIDE WATER DISTRICT	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	112.98
14728731	ALBERTSONS	11/19/2020	INV#430251-110420-0738	1200	142.74
14728753	DION & SONS, INC.	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	74.26
14728759	EDCO DISPOSAL CORPORATION	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	166.69
14728793	SPARKLETTTS	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	64.49
14730195	DION & SONS, INC.	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	66.31
14730197	MISSION FEDERAL CREDIT UNION	11/23/2020	ALBERT-CLEANING SUPPLIES FOR P	1200	415.71
14730201	SAN DIEGO GAS & ELECTRIC	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	1200	895.59
14730205	LASERCYCLE USA, INC.	11/23/2020		1200	7.75
CHILD DEVELOPMENT				1200 Total	7,432.48
14723782	4IMPRINT, INC.	11/2/2020	VALUE GROCERY TOTE - 15" X 13"	1300	1,388.50
14724722	OFFICE DEPOT, INC.	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	15.99
14725952	AMERICAN PRODUCE DISTRIBUTORS	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	8,248.28
14725955	AT&T	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	12.56
14725956	BAK-RE-PAIR, INC.	11/9/2020	OVEN REPAIR/SLICER REPAIR	1300	323.74
14725957	CALIFORNIA DEPT OF EDUCATION	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	806.55
14725958	DOMINO'S PIZZA	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	6,360.73
14725960	GALASSO'S BAKERY	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	1,175.66
14725961	GARCIA'S PUEBLA MERCADO	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	645.75
14725962	GOLD STAR FOODS INC	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	17,730.18
14725965	HOLLANDIA DAIRY	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	11,898.85
14725968	OFFICE DEPOT, INC.	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	230.10
14725969	P&R PAPER SUPPLY COMPANY, INC.	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	294.32
14725970	PRO-EDGE KNIFE	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	30.00
14725971	SMART & FINAL	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	103.40
14725975	SYSCO FOODS SERVICES	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	4,282.62
14725980	WEBB'S RV SUPPLY	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	14.80
14726798	DION & SONS, INC.	11/12/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	462.00
14726807	P&R PAPER SUPPLY COMPANY, INC.	11/12/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	4,869.18
14727736	DION & SONS, INC.	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	184.12
14728742	CALIFORNIA DEPT OF EDUCATION	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	228.00
14728749	CULLIGAN	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	47.56
14728767	INNOSEAL SYSTEMS, INC.	11/19/2020	SEALERS - CLEAR	1300	617.00
14728773	OFFICE DEPOT, INC.	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	99.80
14730188	AMAZON CAPITAL SERVICES, INC.	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	1,063.13
14730197	MISSION FEDERAL CREDIT UNION	11/23/2020	COSTCO-FOOD	1300	357.72

BOARD WARRANT REPORT

11/01/2020-11/30/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14730205	LASERCYCLE USA, INC.	11/23/2020		1300	122.65
14730208	VERIZON WIRELESS	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	50.66
14731005	SMART & FINAL	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	157.86
14731006	SYSCO FOODS SERVICES	11/30/2020	BLANKET FOR FISCAL YEAR 2020-2	1300	1,422.38
CAFETERIA				1300 Total	63,244.09
14724715	CALIFORNIA GEOLOGICAL SURVEY - DOC	11/5/2020	CALIFORNIA GEOLOGICAL SURVEY S	2139	3,600.00
14724716	CALIFORNIA GEOLOGICAL SURVEY - DOC	11/5/2020	CALIFORNIA GEOLOGICAL SURVEY S	2139	3,600.00
14726795	BLUE COAST CONSULTING	11/12/2020	INSPECTION SERVICES PROPOSAL F	2139	840.00
14727741	ERIN GARCIA	11/16/2020	REVOLVING ACCOUNT REIMBURSEMENTS TO THE BOND FUND	2139	50.00
14728733	ASPHALT & CONCRETE ENTERPRISES, INC.	11/19/2020	BID NO.: 2020-01 PARKING LOT	2139	68,499.64
14728748	COLBI TECHNOLOGIES, INC.	11/19/2020	INVOICE NO. 6217 - ANNUAL SERV	2139	2,507.50
14728756	DIVISION OF THE STATE ARCHITECT	11/19/2020	STRUCTURAL SAFETY	2139	82,950.00
14730991	ALPHA STUDIO DESIGN GROUP	11/30/2020	BLANKET PURCHASE ORDER FOR LAK	2139	99,226.25
14730993	ASPHALT & CONCRETE ENTERPRISES, INC.	11/30/2020	BID NO.: 2020-01 PARKING LOT	2139	32,641.62
14730998	CALTEC CORP	11/30/2020	CENTRAL KITCHEN UPGRADE - N	2139	15,715.82
BOND				2139 Total	309,630.83
14724719	GOLDEN OFFICE TRAILERS, INC.	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	2519	770.41
14725964	GOLDEN OFFICE TRAILERS, INC.	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	2519	770.41
14727743	ERIC HALL & ASSOCIATES, LLC	11/16/2020	ERIC HALL & ASSOCIATES	2519	6,600.00
CAPITAL FACILITES				2519 Total	8,140.82
14723804	PROCOPIO CORY HARGREAVES	11/2/2020	PROCOPIO	6200	2,079.00
14723806	SEESAW LEARNING, INC.	11/2/2020	SEESAW LEARNING	6200	660.00
14723808	WILKINSON HADLEY KING & CO LLP	11/2/2020	WILKINSON HADLEY KING & CO.	6200	1,550.00
14728736	BLACKBOARD INC.	11/19/2020		6200	606.00
14728794	SPECIALIZED THERAPY SERVICES	11/19/2020	SPECIALIZED THERAPY SVCS.	6200	16,824.39
14730199	NCS PEARSON, INC	11/23/2020	DRA3 K-3 & 4-8 KITS	6200	1,668.78
14730200	SAN DIEGO COUNTY OFFICE OF ED	11/23/2020	TCHR INDUCTION - JULIE CUSHMAN	6200	1,000.00
14730203	MELANIE STONE	11/23/2020	MATH CONSULTING SVCS.	6200	3,250.00
14730206	U.S. BANK CORPORATE PYMT SYS	11/23/2020		6200	3,754.71
14730208	VERIZON WIRELESS	11/23/2020	VERIZON WIRELESS	6200	3,958.70
BARONA CHARTER				6200 Total	35,351.58
14724710	AARDVARK ANT & PEST CONTROL, INC	11/5/2020	FLEA SERVICE	6201	559.00
14724714	CDW GOVERNMENT, INC.	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	614.14
14724724	SAN DIEGO GAS & ELECTRIC	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	2,743.40
14724728	UPS	11/5/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	518.38
14725955	AT&T	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	71.69

BOARD WARRANT REPORT

11/01/2020-11/30/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14725966	HOME DEPOT CREDIT SERVICES	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	7,028.84
14725972	SPARKLETTS	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	185.59
14725977	TEXTBOOK WAREHOUSE LLC	11/9/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	478.41
14726796	COX COMMUNICATIONS	11/12/2020	BLANKET FOR 2020-21 FISCAL YEA	6201	235.00
14727745	LAKESIDE WATER DISTRICT	11/16/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	213.05
14728738	CALIFORNIA CHARTER SCHOOL ASSO	11/19/2020	INVOICE FOR MEMBERSHIP FEES	6201	3,050.00
14728739	CALIFORNIA COAST CREDIT UNION	11/19/2020		6201	1,353.52
14728743	CIF-SAN DIEGO SECTION	11/19/2020	INVOICE NO. 20DUERV - CIF SPO	6201	1,446.00
14728750	DATTEL SYSTEMS INCORPORATED	11/19/2020	FOR PHONE LINES IN MDF (TAXABL	6201	25,423.97
14728759	EDCO DISPOSAL CORPORATION	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	201.36
14728761	FRONTIER CONFERENCE ATHLETIC ASSOCIATION	11/19/2020	INVOICE NO. 12201947 - CONFERE	6201	750.00
14728779	PITNEY BOWES INC.	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	78.87
14728789	SHRED IT	11/19/2020	ON-SITE PURGE	6201	448.57
14728792	SOUTHWEST SCHOOL & OFFICE SUPPLY	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	543.46
14728793	SPARKLETTS	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	312.28
14728798	UPS	11/19/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	107.80
14728800	YOUNG, MINNEY & CORR LLP	11/19/2020	INVOICE NO. 111951 - PROFESSIO	6201	182.00
14730189	CALIFORNIA COAST CREDIT UNION	11/23/2020	CA COAST CU - CREDIT CARD	6201	1,054.51
14730190	CDW GOVERNMENT, INC.	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	1,023.57
14730201	SAN DIEGO GAS & ELECTRIC	11/23/2020	BLANKET FOR FISCAL YEAR 2020-2	6201	2,576.55
14730992	GRAY STEP SOFTWARE, INC.	11/30/2020	SOFTWARE LICENSE AGREEMENT	6201	799.00
14730994	CHARTER SCHOOLS DEVELOP. CTR.	11/30/2020	MEMBERSHIP FEES	6201	870.00
RIVER VALLEY CHARTER				6201 Total	52,868.96
				Grand Total	1,731,968.96

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

REVOLVING CASH REGISTER

Background (Describe purpose/rationale of the agenda item):

LISTING OF ALL TRANSACTIONS (REIMBURSEMENTS, MILEAGE EXPENSES ETC) FOR THE MONTH PRIOR TO BOARD MEETING

Fiscal Impact (Cost):

\$4,103.22

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC.

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Discussion**

☒ **Approval**

☐ **Adoption**

☐ **Denial/Rejection**

☐ **Ratification**


☐ **Explanation:** Click here to enter text.

Originating Department/School: Business Services

Submitted/Recommended By:
Board:


Erin Garcia, Assistant Superintendent

Approved for Submission to the Governing


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



Lakeside Union School District
Revolving Cash Register
November 2020

Date	Num	Name	Memo/Description	Amount
11/04/2020	38988	Alejandro Ortega Rodriguez	October 2020 Payroll - Direct Deposit Unable To Locate. AT#864418.	-135.81
11/06/2020	38989	Aimee McReynolds	October Payroll that went to closed account	-500.00
11/17/2020	38990	Angela Phipps	Refund Of Jordan & Connor Phipps ESS Camp Fees.	-428.15
11/18/2020	38991	Jamie King	Refund Of Connor & Garrett's ESS Camp Fees.	-309.00
11/19/2020	38992	Sierra Senn	November 2020 Payroll - Primary Job Not Active When Payroll Ran.	-710.68
11/19/2020	38993	Gina Snyder	November 2020 Payroll - Direct Deposit Information Belongs To Another Employee.	-485.87
11/23/2020	38994	Staci Arnold	(8) Baskets For Teachers To Pick-Up Breakfast For Students. (10) Baskets For Teachers To Pick-Up Breakfast For Students.	-36.85
11/23/2020	38995	Robyn Bowman	Costco - Cleaning Supplies.	-93.69
11/23/2020	38996	Lori Brown	Dollar Tree - Pencils, (5) Boxes Crayons, (25) Vinyl Folders, Plastic Zip Envelopes, Glue Sticks.	-69.06
11/23/2020	38997	Lina Cortes	ESL Supplies - Laminating Pouches, ESL Newcomers Curriculum.	-57.31
11/23/2020	38998	Nicole Curtis	Oriental Trading Company - Holiday Crafts.	-92.36
11/23/2020	38999	Alex DeRosier	Sight Word Journals, TPT Daily Math, Math Worksheets.	-88.49
11/23/2020	39000	Lisa DeRosier	Refreshments For District Meetings & Sympathy & Get Well Cards From The Board.	-19.16
11/23/2020	39001	Gretchen Diaz	Refund Of Reece & Brooks School Lunch Accounts.	-35.50
11/23/2020	39002	Michelle Dobyns	Costco - Printer Ink Combo & Black.	-195.01
11/23/2020	39003	Lisa Farris	Goformative Subscription.	-135.00
11/23/2020	39004	Sarah Grosskreutz	Target & Lakeshore Learning - Glue Stick, Planner Grade Book, Number Line 20-120, Lakehore HandPointers, Self-Adhesive Hook, Light Up Countdown Timer.	-72.87
11/23/2020	39005	Pam Hartnett	Costco - Cleaning Supplies.	-72.14
11/23/2020	39006	Davinee Huden	Michaels & Lakeshore Learning- Hip Wise Big Teach, All In This Together, Think Positive, Chalk Integrity.	-55.94
11/23/2020	39007	Brad Lappin	The Home Depot - Supplies For Science Class, Scotch Blue, Epoxy Gorilla Glue.	-31.56
11/23/2020	39008	Melissa Mann	TPT - Social Skills, Every Goal Speech Therapy Remembering Names, Boom Cards, Stuttering Bundle, What's The Message, Problem Solving Escape Room.	-331.99
11/30/2020	39012	Cassandra Aquino	Refund Of Cyrus Aquino's School Lunch Account.	-21.50
11/30/2020	39013	Robyn Bowman	Costco - Disinfecting Wipes & Hand Soap.	-23.68
11/30/2020	39014	Pam Hartnett	Costco - Disinfecting Wipes.	-16.15
11/30/2020	39015	Laureen Forman	Refund Of Morgan Knepher's School Lunch Account.	-45.75
11/30/2020	39016	Kari Koch	Lowe's - GE Light Bulb Heat Lamp, E-Z Squeeze Lighter.	-39.70
				-\$ 4,103.22

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (November 1, 2020 to November 30, 2020)

Background (Describe purpose/rationale of the agenda item):

The Governing Board must ratify all purchase orders and change orders that have been created pursuant to the authority granted under Education Code 17605 and Board Policy 3300 that authorizes staff to purchase supplies, materials, equipment, and services up to the amounts specified in Public Contract Code 20111. In addition, the Governing Board should review and ratify all purchase orders and change orders created as a result of prior Board approval. A list of purchase orders for the period of November 1, 2020 through November 30, 2020 is attached.

Fiscal Impact (Cost):

\$611,565.20

Funding Source:

General Fund Total: \$460,994.80, Pre-School Fund Total: N/A, Food Services Fund Total: \$15,617.00, Bond Fund Total: \$134,953.40

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

<input type="checkbox"/> Informational	<input type="checkbox"/> Denial/Rejection
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Ratification
<input type="checkbox"/> Approval	<input type="checkbox"/> Explanation: Click here to enter text.
<input type="checkbox"/> Adoption	

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

NOVEMBER 2020 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site Dept	Total
0000006554	PALOS SPORTS	2020-21 BLANKET	0100	TDS	\$ 5,000.00
0000006555	STEM CENTER USA	CURRICULUM KITS	0100	TDS	\$ 2,647.78
0000006556	INNOSEAL SYSTEMS, INC.	TAPE REFILL	0100	FS	\$ 242.00
0000006557	WOODWIND & BRASSWIND, INC	SOPRANO RECORDERS	0100	LV	\$ 417.48
0000006558	COUNTY OF SAN DIEGO	2 SEATS GEN ELECTION DEPOSIT	0100	SUPT	\$ 37,000.00
0000006559	NCS PEARSON, INC	RECORDING FORMS	0100	SPED	\$ 9.00
0000006560	NYHART EPLER	GASB VALUATION REPORT	0100	BUS SVCS	\$ 7,000.00
0000006563	CASBO	T&C	0100	BUS SVCS	\$ 305.00
0000006568	KATELYN WALLACE	L2020-012 DANCE	0100	RV	\$ 150.00
0000006574	COX COMMUNICATIONS	2020-21 BLANKET	0100	DISTRICT	\$ 41,302.00
0000006575	RADIO WORKS USA, INC.	TWO WAY RADIOS	0100	LF	\$ 942.81
0000006577	SAN JOAQUIN CO. OFFICE OF EDUC	V2021-030 SST	0100	SPED	\$ 5,074.00
0000006578	COAST MUSIC THERAPY INC.	V2021-028 MUSIC THERAPY	0100	SPED	\$ 250.00
0000006579	VISTA HILL FOUNDATION	V2021-054 NPS	0100	SPED	\$ 150,000.00
0000006580	K-LOG INC.	STUDENT DESKS	0100	LF	\$ 12,577.06
0000006581	LEADER SERVICES	SMAA CONSULTANT	0100	BUS SVCS	\$ 1,250.00
0000006582	WPOHS A MEDICAL CORPORATION	N95 FITTINGS	0100	HR	\$ 4,188.50
0000006583	NEARPOD INC.	SOFTWARE LICENSE	0100	LMS	\$ 4,000.00
0000006584	SAN DIEGO COUNTY OFFICE OF ED	VERIZON HOTSPOTS	0100	TECH	\$ 16,141.75
0000006585	DATTEL SYSTEMS INCORPORATED	LED 35" MONITORS	0100	TECH	\$ 13,322.44
0000006586	DATTEL SYSTEMS INCORPORATED	WIRELESS MICE	0100	TECH	\$ 565.69
0000006587	APOLLO ELEVATOR MAINTENANCE SERVICE	LIFT SERVICE AT TDS&LMS	0100	MAINT	\$ 850.00
0000006588	THE PRINT BUTTON	ENVELOPES	0100	BUS SVCS	\$ 319.41
0000006589	TRANSTRAKS	SOFTWARE MGMT	0100	TRANS	\$ 1,485.00
0000006590	HERITAGE TRUCK PAINTING & AUTO COLLISION	REPAINT BUS #4	0100	TRANS	\$ 5,262.12
0000006591	HERITAGE TRUCK PAINTING & AUTO COLLISION	REPAINT BUS #7	0100	TRANS	\$ 5,262.12
0000006592	NCS PEARSON, INC	SCORING	0100	SPED	\$ 19.50
0000006595	AED BRANDS, LLC	AED'S & CASES	0100	HLTH SVCS	\$ 16,064.45
0000006597	WELLNESS TOGETHER INC.	V2021-050 THERAPY SVCS	0100	PUP SVCS	\$ 134,784.00
0000006598	ASSETWORKS RISK MANAGEMENT INC.	V2020-061 YEAR 2	0100	BUS SVCS	\$ 4,620.00
0000006599	ORANGE COUNTY DEPT. OF EDU.	SMAA RMTS SYS FEES	0100	BUS SVCS	\$ 108.54
0000006600	ROADONE	2020-21 BLANKET	0100	ESS	\$ 2,000.00
0000006601	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	BOARD WORKSHOP	0100	SUPT	\$ 49.00
0000006602	COUNTY OF SAN DIEGO	V2018-014 2020-21 BLANKET	0100	TDS, LMS, EI	\$ 24,471.00
0000006604	NCS PEARSON, INC	RECORDING FORMS	0100	SPED	\$ 193.38
0000006605	BEARCOM	TWO WAY RADIOS	0100	LV	\$ 11,573.70

NOVEMBER 2020 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site Dept	Total
0000006606	WELLS FARGO VENDOR FINANCIAL SERVICES	2020-21 BLANKET LEASE	0100	EH & HF	\$ 999.75
0000006607	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	2020-21 BLANKET SVC/SUPP	0100	LC	\$ 2,420.40
0000006610	BLACKBOARD INC.	TRAINING	0100	SUPT	\$ 340.00
0000006612	ANYTHING GOES PROMOTIONS	CHOIR JACKETS	0100	LMS	\$ 1,387.82
ACS500	ACSA	PERSONNEL ACADEMY	0100	SUPT	\$ 1,733.34
					\$ 516,329.04
0000006569	DOMINO'S PIZZA	2020-21 BLANKET	1300	FS	\$ 15,000.00
0000006594	INNOSEAL SYSTEMS, INC.	SEALERS	1300	FS	\$ 617.00
					\$ 15,617.00
0000006570	DIVISION OF THE STATE ARCHITECT	DSA FEES LP MPR	2139	BOND	\$ 37,450.00
0000006571	DIVISION OF THE STATE ARCHITECT	DSA FEES LF MODERNIZATION	2139	BOND	\$ 30,250.00
0000006572	DIVISION OF THE STATE ARCHITECT	DSA FEES TDS MPR	2139	BOND	\$ 15,250.00
0000006596	COLBI TECHNOLOGIES, INC.	ANNUAL SERVICE	2139	BOND	\$ 2,507.50
0000006608	CONSULTING & INSPECTION SERVICES, LLC	LMS RE-ROOFING	2139	BOND	\$ 900.00
0000006609	DAILY JOURNAL CORPORATION	ADVERTISING LF	2139	BOND	\$ 429.00
					\$ 86,786.50
CHANGE ORDER AMOUNT INFORMATION					
0000005997	AAF INTERNATIONAL	2020-21 BLANKET	0100	MAINT	\$ 10,000.00
0000006035	CED SAN DIEGO CONSOLIDATED ELECTRIC	2020-21 BLANKET	0100	MAINT	\$ 1,000.00
0000006042	AMAZON	2020-21 BLANKET	0100	ED SVCS	\$ 13,750.00
0000006078	AMAZON	2020-21 BLANKET	0100	HR	\$ 1,200.00
0000006086	O'REILLY AUTO PARTS	2020-21 BLANKET	0100	MAINT/TRAN	\$ 1,000.00
0000006114	AMAZON	2020-21 BLANKET	0100	TECH	\$ 3,500.00
0000006192	CDW-GOVERNMENT	CHROMEBOOKS	0100	TECH	\$ 49,926.75
0000006195	SOUTHWEST SCHOOL & OFFICE SUPPLY	2020-21 BLANKET	0100	LF	\$ 3,000.00
0000006202	THE DEVEREUX FOUNDATIONS	V2021-024 2020-21 BLANKET	0100	SPED	\$ (185,468.99)
0000006250	AMAZON	2020-21 BLANKET	0100	LP	\$ 3,600.00
0000006256	ASELTINE SCHOOL	V2021-025 BLANKET NPS	0100	SPED	\$ (30,523.00)
0000006393	SPRINT SOLUTIONS, INC.	HOTSPOTS	0100	TECH	\$ 63,600.00
0000006426	SPECIALIZED THERAPY SERVICES	V2021-041 BLANKET	0100	SPED	\$ 8,581.00
0000006454	A-Z BUS SALES	2020-21 BLANKET	0100	TRANS	\$ 1,500.00
					\$ (55,334.24)

NOVEMBER 2020 PURCHASE ORDERS

0000006043 CALTEC CORP	CENTRAL KITCHEN UPGRADE	2139 BOND	\$ 4,281.85
0000006044 ASPHALT & CONCRETE ENTERPRISES	5 PARKING LOT UPGRADES	2139 BOND	\$ 43,885.05
			<u>\$ 48,166.90</u>
	TOTAL PURCHASE ORDERS		\$ 618,732.54
	TOTAL CHANGE ORDERS		<u>\$ (7,167.34)</u>
	TOTAL PO'S AND C/O'S		<u>\$ 611,565.20</u>

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Ratification of P Card expenditure transactions for the month of October 2020.

Background (Describe purpose/rationale of the agenda item):

It is recommended that The Governing Board approve/ratify expenditure transactions charged to District P Cards for the month of October 2020.

Fiscal Impact (Cost):

\$13,214.36

Funding Source:

General Fund Total: \$12,440.93, Child Development Fund Total: \$ 415.71 Food Service Fund Total: \$357.72

Addresses Emphasis Goal(s):

☐ #1: Academic Achievement

☐ #2: Social Emotional

☐ #3: Physical Environments

Recommended Action:

☐ Informational

☐ Denial/Rejection

☐ Discussion

☒ Ratification

☐ Approval

☐ Explanation: [Click here to enter text.](#)

☐ Adoption

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

OCTOBER 2020 MISSION FEDERAL P-CARD LEDGER					
ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
BEISIGL,BRIAN	10/21/2020	\$ 86.19	BESTBUYCOM806352124622	0100 0000000 0000 7700 4300000 189 730	VIDEO MIC
		\$ 86.19		0100 0000000 0000 7700 4300000 189 730	
BEISIGL,BRIAN	10/05/2020	\$ 548.19	AMAZON WEB SERVICES	0100 0000000 0000 7700 5800000 189 730	CLOUD SERVER STORAGE
		\$ 548.19		0100 0000000 0000 7700 5800000 189 730	
BOWMAN,ROBYN	10/23/2020	\$ 105.87	CORODATA SHREDDING INC	1200-6105000-0001-1000-5800000-376-205	DOCUMENT SHREDDING SERVICES
		\$ 105.87		1200-6105000-0001-1000-5800000-376-205	
BOWMAN,ROBYN	10/29/2020	\$ 64.39	WALMART.COM AV	1200-6105000-0001-1000-4300000-376-205	CD BOOMBOX WITH BLUETOOTH WIRELESS TECHNOLOGY
BOWMAN,ROBYN	10/19/2020	\$ 9.24	ALBERTSONS #0738	1200-6105000-0001-1000-4300000-376-205	CLEANING SUPPLIES FOR PROGRAM
BOWMAN,ROBYN	10/18/2020	\$ 79.64	OTC BRANDS INC	1200-6105000-0001-1000-4300000-376-205	CRAFT PROJECTS FOR PROGRAM
BOWMAN,ROBYN	10/16/2020	\$ 31.82	WAL-MART #2253	1200-6105000-0001-1000-4300000-376-205	PROGRAM CLEANING SUPPLIES
BOWMAN,ROBYN	10/12/2020	\$ 24.75	VONS #1897	1200-6105000-0001-1000-4300000-376-205	CONDIMENTS FOR PROGRAM SNACKS
		\$ 209.84		1200-6105000-0001-1000-4300000-376-205	
COX,GRACE	10/20/2020	\$ 240.00	STREAMYARD.COM	0100 0960000 1110 1000 4300000 384 190	LIVE STREAMING STUDIO FOR WELLNESS PROGRAM 20/21 SCHOOL YEAR
	10/11/2020	\$ 58.68	DEMCO INC	0100 0960000 1110 1000 4300000 384 190	CLEAR GLOSSY LABEL PROTECTORS FOR LIBRARY BOOKS
		\$ 298.68		0100 0960000 1110 1000 4300000 384 190	
COX,GRACE	10/27/2020	\$ 144.00	GOFORMATIVE.COM	0100 1100000 1110 1000 5800092 384 190	WEB-BASED TOOL FOR CREATING FORMATIVE ASSESSMENTS, TASKS & ASSIGNMENTS
		\$ 144.00		0100 1100000 1110 1000 5800092 384 190	
COX,GRACE	10/25/2020	\$ 80.81	HAWTHORNE EDUCATIONAL	0100 0960000 1110 1000 4300000 384 190	PRE-REFERRAL INTERVENTION MANUAL
		\$ 80.81		0100 0960000 1110 1000 4300000 384 190	
DEROSIER,LISA A	10/28/2020	\$ 81.35	HOBBY-LOBBY #658	0100 0000000 0000 7200 4300000 189 650	FRAMES FOR THE STUDENT PROFILE POSTERS
	10/14/2020	\$ 669.84	TROPHY DEPOT	0100 0000000 0000 7200 4300000 189 610	EMPLOYEE OF THE YEAR PLAQUES
		\$ 751.19		0100 0000000 0000 7200 4300000 189 610	
DEROSIER,LISA A	10/02/2020	\$ 508.83	INDEED	0100 0000000 0000 7200 5800000 189 650	HR JOB POSTINGS
	10/02/2020	\$ 2.91	INDEED	0100 0000000 0000 7200 5800000 189 650	HR JOB POSTING
		\$ 511.74		0100 0000000 0000 7200 5800000 189 650	
GARCIA,ERIN	10/21/2020	\$ 595.00	CASBO	0100 0000000 0000 7200 5200010 189 670	2020-21 CBO SYMPOSIUM E.GARCIA
		\$ 595.00		0100 0000000 0000 7200 5200010 189 670	
GARCIA,ERIN	10/14/2020	\$ 8.26	ALLIES GIFTS AND SHIPP	0100 0000000 0000 7200 5900010 189 670	APPLE CHECK PRIORITY MAILED
		\$ 8.26		0100 0000000 0000 7200 5900010 189 670	
GARCIA,ERIN	10/04/2020	\$ 558.77	ZOOM.US 888-799-9666	0100 3220000 1110 1000 5800000 189 670	ZOOM WEBINAR 500 ANNUAL PRORATION
	10/04/2020	\$ 140.00	ZOOM.US 888-799-9666	0100 3220000 1110 1000 5800000 189 670	ZOOM WEBINAR 500 MONTHLY
		\$ 698.77		0100 3220000 1110 1000 5800000 189 670	
GREEN,TESSA	10/31/2020	\$ 66.83	ELLISON EDUCATIONAL EQ	0100 3220000 1110 1000 4300000 376 170	DIE CUTS FOR THE DIE CUT MACHINE
		\$ 66.83		0100 3220000 1110 1000 4300000 376 170	
HARDIMAN,LESLIE	10/08/2020	\$ 154.00	PIONEER DRAMA SERVICE	0100 0300642 1110 1000 4300000 047 270	DRAMA
		\$ 154.00		0100 0300642 1110 1000 4300000 047 270	
HARDIMAN,LESLIE	10/06/2020	\$ (85.00)	CDE FOUNDATION	0100 0952100 1000 1000 5200010 047 270	REFUND
	10/04/2020	\$ 255.00	CDE FOUNDATION	0100 0952100 1000 1000 5200010 047 270	STEM CONF FOR 2 TEACHERS AND PRINCIPAL
		\$ 170.00		0100 0952100 1000 1000 5200010 047 270	
HARDIMAN,LESLIE	10/19/2020	\$ 171.11	CONSCIOUS TEACHING	0100 3010000 1110 1000 5200010 047 270	ONLINE CONFERENCE
		\$ 171.11		0100 3010000 1110 1000 5200010 047 270	
HARDIMAN,LESLIE	10/09/2020	\$ 98.02	ALLIES GIFTS AND SHIPP	0100 3220000 1110 1000 4300000 047 270	MAILING 8TH GR PROMOTION ITEMS
	10/07/2020	\$ 349.00	NEARPOD	0100 3220000 1110 1000 4300000 047 270	SUBSCRIPTION FOR INTERACTIVE SYSTEM FOR DISTANCE AND ONLINE TEACHING
		\$ 447.02		0100 3220000 1110 1000 4300000 047 270	
KEIPER,KEITH	10/29/2020	\$ 53.37	URBANE CAFÉ	0100 0300616 1110 1000 4300000 092 230	LUNCH PROVIDED FOR LC PRINCIPAL & SECRETARY, LF, LP AND LV PRINCIPALS FOR BUDGET TRAINING MEETING 10/28/2020
		\$ 53.37		0100 0300616 1110 1000 4300000 092 230	
KEIPER,KEITH	10/30/2020	\$ 384.00	SMK*SURVEYMONKEY.COM	0100 0952100 1110 1000 5800000 092 230	PARENT SURVEY
		\$ 384.00		0100 0952100 1110 1000 5800000 092 230	
KEIPER, KEITH	10/26/2020	\$ 41.09	DOLLAR TREE	0100 1100000 1110 1000 4300000 092 230	MATERIALS AND SUPPLIES FOR RED RIBBON WEEK
	10/25/2020	\$ 18.29	WM SUPERCENTER #2253	0100 1100000 1110 1000 4300000 092 230	MATERIALS AND SUPPLIES FOR RED RIBBON WEEK
	10/25/2020	\$ 23.68	SMART AND FINAL 930	0100 1100000 1110 1000 4300000 092 230	MATERIALS AND SUPPLIES FOR RED RIBBON WEEK
		\$ 83.06		0100 1100000 1110 1000 4300000 092 230	

OCTOBER 2020 MISSION FEDERAL P-CARD LEDGER					
ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
KEIPER,KEITH	10/20/2020	\$ 99.00	HELLO LITERACY, INC.	0100 1100000 1110 1000 5200010 092 230	VIRTUAL LEARNING FOR TEACHER:TEACHING STUDENTS LIVE & TEACHING GUIDED READING REMOTELY IN ZOOM.
		\$ 99.00		0100 1100000 1110 1000 5200010 092 230	
MORALES,JULIO C	10/30/2020	\$ 598.56	GOSKILLS	0100 0000000 0000 7200 5800092 189 650	REGISTRATION EXCEL COMPUTER TRAINING ACCOUNTS
		\$ 598.56		0100 0000000 0000 7200 5800092 189 650	
MULL,STEVE	10/31/2020	\$ 1.29	APPLE.COM/BILL	0100 1100000 1110 1000 5800000 350 250	CREDIT PENDING
	10/31/2020	13.49	APPLE.COM/BILL	0100 1100000 1110 1000 5800000 350 250	CREDIT PENDING
		\$ 14.78		0100 1100000 1110 1000 5800000 350 250	
MURPHY,JERRED C	10/14/2020	\$ 100.00	LIVING WATER	1200-9010200-8500-5000-4300000-781-205	DRINKING WATER FOR PROGRAMS
		\$ 100.00		1200-9010200-8500-5000-4300000-781-205	
OWENS,TODD	10/31/2020	\$ 5,374.94	SAMSClub.COM	0100 3220000 0000 8200 4300000 189 710	CLEANING RAGS FOR COVID
		\$ 5,374.94		0100 3220000 0000 8200 4300000 189 710	
PETERSON,HEE-JIN	10/23/2020	\$ 764.42	IN *LORIMAR GROUP, INC	0100 3220000 1110 1000 4300000 392 210	TWO WAY RADIOS FOR TEACHERS AT RELEASE TIME DUE TO COVID P/U PROCEDURES
		\$ 764.42		0100 3220000 1110 1000 4300000 392 210	
REED, KIM	10/04/2020	\$ 60.00	BLN*EMAZE	0100 0000000 0000 7200 5300000 189 630	MEMBERSHIP RENEWAL
	10/02/2020	\$ 40.00	EDUCATION WEEK	0100 0000000 0000 7200 5300000 189 630	MEMBERSHIP RENEWAL
		\$ 100.00		0100 0000000 0000 7200 5300000 189 630	
ROSA,JIM	10/20/2020	\$ 106.44	THE PRINT BUTTON	0100 0952100 1110 1000 5800000 343 110	EMERGENCY CARDS
	10/04/2020	\$ 89.61	SHRED-IT USA LLC	0100 0952100 1110 1000 5800000 343 110	SHREDDING SERVICE
		\$ 196.05		0100 0952100 1110 1000 5800000 343 110	
SINATRA,CHRISTINE	10/01/2020	\$ 40.96	LS&S LLC.	0100 6500000 5760 1110 4300000 189 640	LOW INCIDENCE ITEM FOR A STUDENT
		\$ 40.96		0100 6500030 5750 1110 4300000 189 640	
SPERO,SARAH	10/13/2020	\$ 280.07	COSTCO *DELIVERY 578	1300 5310000 0000 3700 4700000 189 770	FOOD
		\$ 280.07		1300 5310000 0000 3700 4300000 189 770	
THOMAS,AMANDA	10/29/2020	\$ 77.65	RESTAURANT DEPOT	1300 5310000 0000 3700 4700000 189 770	FOOD
		\$ 77.65		1300 5310000 0000 3700 4700000 189 770	

\$ 13,214.36

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Resolution No. 2021-10 Authorizing the Issuance and Sale of 2020-21 Tax and Revenue Anticipation Notes (TRAN) in the San Diego County and School District TRAN Program.

Background (Describe purpose/rationale of the agenda item):

Tax and Revenue Anticipation Notes (TRAN) are authorized by law for use by school districts. TRANs are short-term borrowing instruments used by school districts to meet cash flow short falls of the General Fund caused by the uneven distribution of revenues and property taxes. TRANs are commonly issued by school districts. Although LUSD has not issued TRANs in recent years, we do anticipate a cash shortfall due to the State's deferral of LCFF state-aid payments in February through June 2021.

During periods when the TRAN proceeds are not required to meet current operating expenses, the proceeds may be invested in a higher-yield, interest-bearing account. The additional interest earnings help to offset the costs of the TRAN issuance. Due to the current financial market, the interest earned may not completely offset the issuance costs. The cost to the district is estimated to be \$20,000.

District Staff are working with a TRAN financing team to assist with the issuance. The financing team includes financial advisory services provided by Government Financial Strategies and bond counsel services provided by Hawkins Delafield & Wood LLP. The Tax and Revenue Anticipation Notes, not to exceed \$7.5 million will be sold in February 2021.

The Resolution must be approved by roll-call vote of the Governing Board.

Fiscal Impact (Cost):

Potential net cost of approximately \$20,000, the cost of borrowing is mitigated by interest earned on TRANs proceeds while on deposit prior to withdrawal.

Funding Source:

General Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational** ☐ **Denial/Rejection**
☐ **Discussion** ☐ **Ratification**

☒ **Approval**
☐ **Adoption**

☐ **Explanation:** [Click here to enter text.](#)

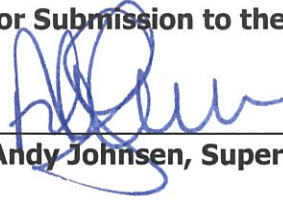
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



RESOLUTION NO. 2021-10

RESOLUTION OF LAKESIDE UNION SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-2021 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2020-21 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$7,500,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts and the County of San Diego (the "County") are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the legislative body (the "Board") of the school district specified in Section 22 hereof (the "District") has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the "Principal Amount") is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2021 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2020-21 Tax and Revenue Anticipation Notes on a tax-exempt or taxable basis, with an appropriate series designation if more than one note is issued (collectively, the "Note");

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed 85% of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof);

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year

can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, certain Unrestricted Revenues attributable to the Repayment Fiscal Year (as such terms are herein defined) are to be deferred by the State until Fiscal Year 2021-22;

WHEREAS, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

WHEREAS, the municipal advisor to the participating school districts (the "Municipal Advisor") appointed in Section 21 hereof, together with the underwriter and such co-underwriters, if any, identified in the Purchase Agreement hereinafter defined (the "Underwriter"), will structure one or more pools of notes (which may include a single note of one participating school district) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") on a tax-exempt or taxable basis as may be distinguished, which the District hereby authorizes the Municipal Advisor to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") between such Issuers and the banking institution named therein as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in its Note and the notes issued by other Issuers in such Series, if any; if the District Officer determines at the time of issuance of its Note that participation in such Program is in the best financial interests of the District;

WHEREAS, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement, in substantially the forms presented to the Board;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of the fees of the Trustee and the costs of issuing the applicable Series of Note Participations;

WHEREAS, pursuant to the Program, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement (the "Purchase Agreement") approved by an Authorized District Representative and the County Officer, as referred to in Section 4;

WHEREAS, the District has determined that it may be desirable to provide for the issuance of an additional parity note (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which are secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "Tax and Revenue Anticipation Note Program Note Participations," with an appropriate series designation, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed

12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate") on a tax-exempt or taxable basis.

If the respective Note as evidenced and represented by the Series of Note Participations is not fully paid at maturity, the unpaid portion thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

Each Note may be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations may be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved; provided, however, in the event one or more Authorized District Representatives identified in Section 22 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. The Auditor and Controller, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a "County Officer") are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's pro rata share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Note; *provided further*, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter

mentioned, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of the Trust Agreement presented to this meeting or otherwise to the Board, are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent or the Chief Business Official of the District, as the case may be, or, in the absence of any such officer, his or her assistant (each a "District Officer") is hereby authorized and directed to execute and deliver the Trust Agreement, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Underwriter is hereby authorized and directed to cause to be provided to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the District for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission (the "Rule"), unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Officer is hereby authorized and directed to provide the Municipal Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers, if any. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the

circumstances under which they were made, not misleading, the District shall promptly notify the Municipal Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof shall be deemed outstanding and shall not be deemed to be paid until the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold on either a stand-alone basis or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of such other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create separate accounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 8. Source of Payment. The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. Except with respect to any pledge made in connection with outstanding notes heretofore issued payable from Unrestricted Revenues that are provided for or attributable to the Repayment Fiscal Year, the Noteholders and Owners shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenue" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude any moneys required to be used

to repay a treasurer's loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Note as sequentially numbered Repayment Dates (each individual date a "Repayment Date" and collectively "Repayment Dates") (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such fund, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Note and interest due on the Note, as specified in the related Pricing Confirmation. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in the Trust Agreement, with a fixed rate of return through the Maturity Date.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust

Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account. The District shall promptly file with the Trustee such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note and (ii) the maturity date of any such Parity Note shall be later than the outstanding Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

Section 9. Execution of Note. The County Officer shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Note on its behalf.

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder and (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement and the Trust Agreement and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Municipal Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note and any outstanding note payable from Unrestricted Revenues that are provided for or attributable to the Repayment Fiscal Year, plus the interest payable thereon, on the date of its issuance, will not exceed 85% of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on such outstanding note and the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than 85% of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as

of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least 85% of such amount for the Repayment Fiscal Year.

(H) The District (i) is not currently in default on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Municipal Advisor and the Underwriter and in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Municipal Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement) and the Trustee, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Note, the Note and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(N) Except for a Parity Note, if any, issued in accordance with Section 8 hereof, and any outstanding notes heretofore issued payable from Unrestricted Revenues that are provided for or attributable to the Repayment Fiscal Year, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) As a condition to the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2020-2021 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2020-2021 within the meaning of Section 42133 of the Education code of the State of California, the District shall provide to the Municipal Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California.

(P) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2019-2020 in at least the minimum amount recommended, and has budgeted to fund its Reserve for Economic Uncertainties for Fiscal Year 2020-2021 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(Q) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. Tax Covenants. With respect to any Notes issued on a tax-exempt basis, the District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, with respect to any Notes issued on a tax-exempt basis the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be "arbitrage bonds" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. With respect to any Notes issued on a tax-exempt basis, the District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law

or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Note.

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized Issuer Representatives" under the Trust Agreement.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 17. Treasurer's Loans. To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the governing board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer-Tax Collector of the County and to the County Superintendent of Schools.

Section 19. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 20. Appointment of Bond Counsel. The law firm of Hawkins Delafield & Wood LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 21. Appointment of Municipal Advisor. Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint Government

Financial Strategies Inc. to serve as Municipal Advisor for the District in connection with the Program, and to execute an agreement for Municipal Advisory services with such firm.

Section 22. Resolution Parameters.

- (a) Name of District: Lakeside Union School District
- (b) Maximum Amount of Borrowing: \$7,500,000
- (c) Authorized District Representatives:
 - (1) Superintendent
 - (2) Assistant Superintendent, Business Services
 - (3) Director of Finance

Section 23. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

EXHIBIT A

FORM OF NOTES

LAKESIDE UNION SCHOOL DISTRICT

COUNTY OF SAN DIEGO, CALIFORNIA

2020-21 TAX AND REVENUE ANTICIPATION NOTE

Interest Rate
%

Maturity Date
December 31, 2021

Date of
Original Issue
_____, 2021

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REGISTERED OWNER:

PRINCIPAL AMOUNT: \$

FOR VALUE RECEIVED, the above identified school district (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Interest Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wilmington Trust, N.A., in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2021 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF SAN DIEGO

By: _____
County Officer

Countersigned

By: _____
Clerk of the Board of Supervisors

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a _____ meeting of the Board duly and regularly held at the regular meeting place thereof on the ____ day of _____, 202_, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at _____, _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 202_

Secretary of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Approval of the Classified Substitute Employee Salary Schedule for Jan. 1, 2021

Background (Describe purpose/rationale of the agenda item):

Approval of the Classified Substitute Employee Salary Schedule effective Jan. 1st, 2021 to be in alignment with State minimum wage increase to \$14.00/hour. Additionally, the clerical substitute rate was increased from \$13.00/hour to \$15.97/hour to align with Step 1 of the School Clerk 1 position.

Fiscal Impact (Cost):

TBD

Funding Source:

General Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational** ☐ **Denial/Rejection**
☐ **Discussion** ☐ **Ratification**
☒ **Approval** ☐ **Explanation:** Click here to enter text.
☐ **Adoption**

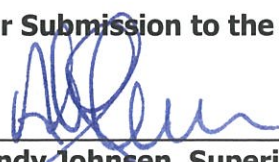
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

LAKESIDE UNION SCHOOL DISTRICT
Classified Substitute Employee Salary Schedule
2020-2021
(Effective January 1, 2021)

JOB TITLE	HOURLY RATE
Instructional	
Instructional Aide Substitute	14.00
Special Education Assistant Substitute	14.32
Licensed Vocational Nurse Substitute	20.50
Office	
* Clerical Substitute	15.97
Maintenance & Operations	
Custodial/Grounds/Truck Driver Substitute	16.34
Food Services	
Food Services Assistant Substitute	14.00
Transportation	
Bus Driver Substitute	18.16
Transportation Aide Substitute	14.00
ESS	
ESS Assistant Substitute	14.00
Preschool Assistant Substitute	14.00
Campus Student Supervisor	
Campus Supervisor Substitute	14.00

* Clerical/Office substitutes will normally be paid at the Clerical Substitute rate; however, qualified persons who are specifically assigned to function on a long-term basis with specific experience may be paid at a higher level.

State minimum wage is \$14.00 per hour effective January 1, 2021

Board Approved:_____

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Approval of the December contracts list for the fiscal year, 2020-21.

Background (Describe purpose/rationale of the agenda item):

Approval is requested for the attached list of agreements with outside vendors for fiscal year, 2020-21

Fiscal Impact (Cost):

See attached list.

Funding Source:

General Fund.

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational** ☐ **Denial/Rejection**
☐ **Discussion** ☒ **Ratification**
☒ **Approval** ☐ **Explanation:** [Click here to enter text.](#)
☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

LUSD Contracts

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
EDPress	School District Website Design	V2021-060	Technology	7/1/2021	6/30/2022	\$17,280.00
Government Finanacial Strategies	Municipal Advisor SDCSD TRANS Program	V2021-057	Bus Svcs	12/1/2021	6/30/2021	Approx. \$20,000
Math Transformations	Math Consultant	I2021-009	Ed Services	12/1/2020	8/31/2021	\$28,000.00
Math Transformations	Math Consultant	I2021-010	LF	12/1/2020	8/31/2021	\$20,000.00
Math Transformations	Math Consultant	I2021-011	LMS	12/1/2020	8/31/2021	\$35,000.00
San Diego County Supt. Of Schools	Phishing Simulation Services (MOU)	V2021-055	Technology	11/1/2020	11/1/2021	No Cost to District
SMARTTEST EDU, INC. (Goformative)	Math Software (10 Teachers for 2 Middle Schools)	V2021-061	Ed Svcs	12/1/2020	6/30/2021	\$2,199.00
Villa Santa Maria, Inc.	NPS	V2021-056	SPED	7/1/2020	6/30/2021	See Agreement
Vista Hill Learning Assistance Center	NPS	V2021-054	SPED	7/1/2020	6/30/2021	See Agreement

MEMORANDUM OF UNDERSTANDING
between the
Lakeside Union School District
and the
California School Employees Association and its Lakeside Chapter
No. 240

December 15, 2020

This Memorandum of Understanding ("MOU") is entered into between the LAKESIDE UNION SCHOOL DISTRICT ("DISTRICT") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its LAKESIDE CHAPTER 240 ("CSEA"). The DISTRICT and the CSEA agree that this MOU fully settles, resolves and concludes all negotiations regarding the Classified School Employee Summer Assistance Program and that this MOU shall be effective only after final ratification by the Governing Board of the District.

For the 2021-2022 school year, the District shall participate in the Classified School Employee Summer Assistance Program set forth in Education Code section 45500.

No later than February 19, 2021, the District and the CSEA shall convene two (2) joint informational meetings via video conference regarding the Classified School Employee Summer Assistance Program open to eligible classified employees. One of these meetings shall be held during regular business hours and after regular school hours and one shall be held during the middle of the business day.

If the state match funding provided is insufficient to provide one dollar (\$1) for each one dollar (\$1) that has been withheld from participating classified employee monthly paychecks, the District shall not be responsible to fund the difference between the state's contribution and the amount employees have withheld from their paychecks. Rather, the District will notify employees of the expected prorated amount of state match funds that each participating employee may expect to receive as a result of participating in the Classified School Employee Summer Assistance Program and employees may elect to withdraw his or her election to participate in the program or to reduce the amount to be withheld from his or her paycheck by notifying the District no later than 30 days after the start of the school year. Under no circumstances is the District responsible for matching any funds contributed by employees for the Classified School Employee Summer Assistance Program.

[CONTINUED ON FOLLOWING PAGE]

The District's participation in the Classified School Employee Summer Assistance Program automatically sunsets (is no longer in effect) June 30, 2022.



12/16/2020

Lisa Ford, President and Authorized Representative
For CSEA, Chapter 240



12/16/2020

Joan Collins
CSEA Labor Relations Representative



12-16-2020

Erin Garcia, Assistant Superintendent, Business Services
For the Lakeside Union School District

Date ratified by the District's Governing Board: _____

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

ASES Grant Contract

Background (Describe purpose/rationale of the agenda item):

After School Education and Safety Program (ASES) contract for fiscal Year 2020-21 (Grant ID37-23939-1037-EZ)

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☒ Approval

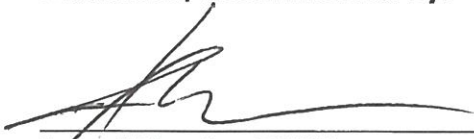
☐ Explanation: Click here to enter text.

☐ Adoption

Originating Department/School: ESS/ASES Grant Programs

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Jerred Murphy, ESS Manager


Dr. Andy Johnsen, Interim Superintendent

Reviewed by Cabinet Member: 

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into this 1st day of July 2020 by and between the **San Diego County Superintendent of Schools** (herein known as “SDCOE” or “County”) and **Lakeside Union School District** (herein known as “District”) who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the California *Education Code* (EC) sections 8482-8484.65. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District’s failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

COVID-19 ASES Program Waiver

Due to the COVID-19 Pandemic, SB 98 Education Omnibus Budget Trailer Bill approved by the Governor on June 29, 2020 waived the following requirements for FY 2020-21:

1. Program hours of operation
2. Pupil-to-staff ratio
3. Required funding adjustments

A. DISTRICT ASSURANCES

Program Requirements

Although SB 98 waivers allow for measures of flexibility, the intent of the legislature as enacted is to provide programming that focuses on “developing the academic, social, emotional, and physical needs and interests of pupils for hands-on, engaging learning experiences.” To ensure the District develops ASES programming consistent with this intent, the following requirements are in place for FY 2020-21:

1. The District shall identify a qualified District Contact to be the direct liaison between the ASES program and the County, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term “qualified” describes the District Contact’s ability to have access to paths of communication with District Administration in order to enable the success of their duties and to ensure quality programs that are in compliance with Education Code. In this regard, the role of the District Contact includes:
 - a. General program oversight
 - b. Programmatic development
 - c. Compliance responsibility
 - d. Reporting responsibility

2. The District shall provide a detailed program plan for their overall vision of the ASES Program and work with school sites to develop an individualized program plan and schedule that aligns with this District vision. Due to the COVID-19 Pandemic, the ASES program plan shall be a fluid document capturing the transition between virtual to hybrid to in-person programming throughout FY 2020-21. Initial Program Plan information should be uploaded to Cityspan no later than October 30, 2020.
3. The District shall amend the ASES site program plan and schedule as instruction changes in response to the COVID-19 Pandemic.
4. The District shall ensure that each ASES program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science.
5. The District shall ensure that each ASES program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
6. The District shall ensure that ASES programs operating during the core day must meet California Department of Social Services, Community Care Licensing Division requirements, as applicable. Specifically, for sites where pupils attend more than 30 days per week, a waiver may be required.
7. The District shall have a written policy on the prioritization of students to include:
 - a. Students experiencing homelessness and those who are in foster care
 - b. Free and reduced meal eligibility or other measure of need
 - c. Critical infrastructure workers
8. The District shall be able to describe the process of prioritization and maintain evidence to support the enacted process.

Attendance Accountability Requirements

Due to the COVID-19 Pandemic, County processes for attendance collection have been amended for FY 2020-21. Although funding adjustments have been waived by SB 98, the District is required to maintain attendance documentation for synchronous or in-person learning, as applicable, for the ASES program. It is highly suggested that the District's ASES program also maintain attendance documentation for asynchronous learning.

ASES Programming - Virtual Learning

1. District receiving ASES funds must report synchronous learning attendance, as defined below, using the County's monthly revision process.
2. District receiving ASES funds must maintain attendance documentation for synchronous learning that includes evidence of student participation that includes, at a minimum, student first and last name, activity, and date of participation.
3. District must utilize the Cityspan Web-based Attendance Tracking System to manage group activities and access the manual revision form.
4. District is not required to enter student information into the Cityspan Web-based Attendance Tracking System until the commencement of in-person learning.
5. District should maintain attendance documentation for asynchronous learning that includes, at a minimum, number of students served monthly.

ASES Programming – In Person Learning

6. Upon commencement of in-person learning, the District's ASES program must follow the County attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number.
7. Due to the syncing of the Cityspan Web-Based Attendance Tracking System to manage Early Release/Late Arrival times through a scanning process, this web-based system will not be available for use to scan students in and out of the program.
8. District may request and utilize the Cityspan Web-Based Automated Card Scanning to scan students in and out of the program if they are enforcing Early Release/Late Arrival times. The Cityspan Web-based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program pre SB 98 waivers.
9. District may request and utilize the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
10. District will identify and ensure participation by key staff members in trainings provided by the County for implementation of attendance collection processes and procedures.

Definitions:

- Virtual learning: a learning environment that is web-based; includes both synchronous and asynchronous learning as defined below
- Synchronous learning: ASES participant and instructor/advisor are in the same virtual learning environment in real time (e.g., Zoom meeting, Google Classroom, etc.)
- Asynchronous learning: ASES participant accesses virtual learning materials outside of the time and place of instructor/advisor (e.g., YouTube view, web site interactions, etc.)
- In-person learning: a learning environment where ASES participant is in person interacting with an instructor/advisor

Staffing Requirements

Due to the COVID-19 Pandemic, SB 98 Education Omnibus Budget Trailer Bill approved by the Governor on June 29, 2020 waived the requirement for pupil to staff ratios for FY 2020-21. All other staffing requirements as per Education Code 8482-8484.65 remain in effect. The following four items related to staffing have not been waived:

1. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
2. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.

3. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
4. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.

State-Mandated Data and Evaluation Requirements

1. District must participate in statewide evaluation process as determined by the CDE and provide all required information.
2. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner. District must annually provide complete student information for all students enrolled in the 2020-21 school year to include regular school day attendance, demographic information (including FRPM, ethnicity, ELL, and Special Education status), and test results to enable the County to evaluate program attendance in the context of the regular school day. SY 2020-21 information must be provided to the County no later than July 1, 2021.
3. District must ensure the timely and accurate collection of data required to conduct the ASES program evaluations, including but not limited to, Annual Performance Reports.
4. District must participate in the County process for Continuous Quality Improvement to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings.
5. District will submit to the County an annual ASES Program Continuous Quality Improvement Plan (CQI) at the District and site level as required by California Senate Bill (SB) 1221. For FY 2020-21, the Continuous Quality Improvement theme is communication and collaboration.
6. While the quality improvement process should be undertaken at the program level, District is responsible for ensuring that it is fully implemented at all of their sites. District will be required to submit this plan through Google Form provided by County by December 31, 2020 (Quarter 1-2) and June 1, 2021 (Quarter 3-4). The ASES Program CQI process for FY 2020-21 should include:

Quarter 1-2

- Description of the process of communication between District and Site level
- Description of the process of communication between Site level and Site level administrators
- Identification of initial goals for FY 2020-21 for increasing communication and collaboration, developed in conjunction with District and Site personnel
- Description of District/Site needs for County for increasing communication and collaboration

Quarter 3-4

- Description of goals met for FY 2020-21, developed in conjunction with District and Site personnel
- Examples of collaboration at the District and site level

- Description of District/Site needs for County for increasing communication and collaboration

Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

1. District will distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$8.88 per student per day for PM (ASES) reimbursement and a rate of \$5.92 per student per day for AM (Before School) reimbursement.
2. District will allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the County.
4. District will ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California *Education Code* 8483.7 may result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

Federal Program Monitoring and Annual Program Audit Guidelines.

1. District will follow all fiscal and auditing standards required by the CDE (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4).).
2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to County relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2018-2019; Article 3.1. § 19846. ASES Education and Safety Program.
3. District will participate in Federal Program Monitoring (FPM) training as conducted by the County.

Budget Restrictions

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program. District is required to submit the 33% Match/In-Kind contribution via the Cityspan Web-based Attendance and Fiscal Management System by July 24, 2021.
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.

5. Only sites operating programs are eligible to claim administrative, operational, and/or startup.
6. The District maintains an inventory record for each piece of equipment, with a total acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, District must conduct a physical check of the inventory of equipment, at least, every two years and reconcile with inventory records. (34 CFR 80.32(d) (2).) District will also be required to report on all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by December 31, 2020.
7. The record describes the acquisition by:
 - (a) Type
 - (b) Model
 - (c) Serial number
 - (d) Funding source
 - (e) Acquisition date
 - (f) Cost
 - (g) Location
 - (h) Current condition
 - (i) Transfer, replacement, or disposition of obsolete or unusable equipment
EC § 35168; 5 CCR 3946; 34 CFR 80.32(d) (I).)
8. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3), (4).), District can be required to provide copies of the following documents to SDCOE: Before and ASES Program (BASP) contracts – for ASES subcontracts to provider agencies that operate Before and/or ASES Programs.
 - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
 - BASP line item budgets.
 - BASP time accounting, including time accounting methods.
9. The District will be required to submit the 85/15 report via the Cityspan Web-Based Attendance and Fiscal Management System no later than January 31, 2021 for FY 2019-20. The 85/15 report for FY 2020-21 will be due no later than October 30, 2021. *Due to the COVID-19 Pandemic, the CDE has extended the 85/15 requirement to accommodate additional Quarter 5 and Quarter 6 reporting of extended FY 2019-20 funds.*
10. District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR)*, Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

Additional ASES Program Operation Requirements

1. Follow District School Safe Re-Opening Plan and ensure ASES Program protocols are aligned when moving to in-person programming.
2. Operate the ASES Program to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
3. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
4. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
5. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation provided by District or designee to enrolled pupils.
6. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture, in person programming only.
7. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
8. Share responsibility for the quality of the program.
9. Collaborate and coordinate with the regular school day program.
10. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
11. Notify the County in the event the District intends to close or substitute/relocate an ASES program school site, either temporarily or permanently.
12. Ensure all staff and volunteers fulfill health screening and fingerprint clearance requirements in current law according to District policy.
13. Ensure that ASES staff attends countywide, regional, and District-training opportunities designed to maximize program effectiveness.
14. Host scheduled technical assistance site visits conducted by staff from the County and the Children's Initiative when in-person programming resumes.
15. Work with staff from the County and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
16. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

As the official Grantee of Record, the County will provide the following:

1. In coordination with District, inform statewide ASES efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and ASES Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations, and the private sector in ASES issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the ASES programs.

4. Maintain files of MOUs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations, and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare end of grant reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to Districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Compile required annual progress reports and submit them in a timely manner.
14. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
15. Convene, in coordination with the District, meetings of ASES stakeholders, as necessary.
16. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
17. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the County's ASES funded before and ASES programs.
18. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the SDCOE and the Children's Initiative.
19. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members and participating districts.
20. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
21. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products, and support.
22. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting ASES programs.
23. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include assistance with document upload to CMT as requested by the District.

B. TERMS AND CONDITIONS OF GRANT AWARD

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County

- deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
 4. This grant shall be administered in accordance with the provisions of California *Education Code* (EC) sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
 5. The grantee shall use these funds in accordance with the approved application.
 6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the County shall reduce any subsequent allocations by the amount equal to the overpayment.
 7. If an ASES program site stops program operations, the County will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
 8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT BY JULY 24, 2021 MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
 9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY AUGUST 8, 2021 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).**
 10. District shall comply with the General Conditions and District Assurances specified in this MOA.
 11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
 12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

2. PERIOD OF AGREEMENT- COMPENSATION/COST AND PAYMENT SCHEDULE

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall be by July 1, 2020 through June 30, 2021.

The ASES Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4: "The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met."

The County will retain 2% of grant funds for countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the district expenditure report.

Program funds will be dispersed to District based on California *Education Code* 8482.4 reimbursement from CDE. Annual ASES allocation(s) **shall not exceed** * \$594,297.55 for District. **District will only report expenditure up to \$582,411.60 (98% (less 2% County Administrative fee of \$11,885.95) and will receive a total of \$582,411.60 if the district expends all their grant allocation and is in compliance with all grant requirements.**

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2021 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

3. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

District Contact:

County Contact:

Gabriela B. Delgado, Senior Manager
Student Services & Programs
6401 Linda Vista Road, Room 410
San Diego, CA 92111
(858) 298-2074

4. CONFIDENTIALITY

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.
2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.
3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.
4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.
5. District obligation of confidence with respect to information submitted or disclosed to District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

5. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (i) The disclosure is authorized by this Agreement;

- (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or (iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school District, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or Districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- (i) Each agency and school District shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- (ii) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- (iii) Each school district shall comply with access log requirements of Section 49064.
- (iv) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- (v) An agency or school District may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

6. TERMINATION FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is for the convenience of the County, District shall submit a final expenditure report within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

7. TERMINATION FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

8. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

9. HOLD HARMLESS

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

10. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

11. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

12. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the state of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

13. INSURANCE REQUIREMENTS

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$1,000,000 Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

14. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the state of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

15. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

16. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

17. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

18. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The SDCOE Director has determined that the Contractor/Provider will have **“greater than limited contact”** with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The Contractor/Provider has **certified in writing** to the SDCOE Director that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

19. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Date

**LAKESIDE UNION SCHOOL
DISTRICT**



By (Authorized Signature)

Erin Garcia
Name (Type or Print)

Assistant Superintendent
Title

11/18/2020
Date



San Diego County Office of Education
Funding Status per School
2020-2021

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-24239-10371-EZ	Lakeside Union	37681896038350	Lakeside Middle	M	After School Base	\$159,393.12
37-24239-10371-EZ	Lakeside Union	37681896038350	Lakeside Middle	M	After School Supplemental	\$9,588.20
37-24239-10371-EZ	Lakeside Union	37681896110092	Lemon Crest Elementary	E	After School Base	\$133,169.40
37-24239-10371-EZ	Lakeside Union	37681896110092	Lemon Crest Elementary	E	Before School Base	\$44,389.80
37-24239-10371-EZ	Lakeside Union	37681896038376	Lindo Park Elementary	E	After School Base	\$133,169.40
37-24239-10371-EZ	Lakeside Union	37681896038376	Lindo Park Elementary	E	Before School Base	\$44,389.80
37-24239-10371-EZ	Lakeside Union	37681896085047	Tierra del Sol Middle	M	After School Base	\$60,609.63
37-24239-10371-EZ	Lakeside Union	37681896085047	Tierra del Sol Middle	M	After School Supplemental	\$9,588.20
TOTAL GRANT AMOUNT						\$594,297.55
GRANT AMOUNT, LESS 2%						\$582,411.60

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Approval of a new Student Information System (SIS), Infinite Campus, End User License Agreement, Implementation Services Agreement and Shoutpoint Agreement.

Background (Describe purpose/rationale of the agenda item):

Approval is requested of the attached End User License Agreement and Implementation Services Agreement for Infinite Campus, LUSD's proposed new Student Information System, to begin in fiscal year 2020-21 and remain in effect until terminated. In addition, approval is requested of the attached Shoutpoint service agreement which is a third party messaging service that works in conjunction with Infinite Campus and will replace the existing Blackboard messaging system.

The new system is necessary because our existing student information system, Illuminate is no longer offered. Infinite Campus is the system that is recommended by a team of district and site certificated and classified staff after analyzing numerous different products using a needs-based inquiry model.

Fiscal Impact (Cost):

Infinite Campus Annual Costs:

Year 1 2020-21 \$40,700 (implementation fees)

Year 2 2021-22 \$64,280

Year 3 2022-23 \$64,280

Year 4 2023-24 and beyond \$74,680

Shoutpoint \$6,710/year

Funding Source:

General Fund

Addresses Emphasis Goal(s):

☒ **#1:** Academic Achievement

☒ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

☐ **Explanation:** [Click here to enter text.](#)

☐ **Adoption**

Originating Department/School: Education Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Dr. Kim Reed, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement ("**Agreement**") is made between **Infinite Campus, Inc.**, a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 ("**Company**") and **Lakeside Union School District- Schools of Arts and Sciences** with offices located at 12335 Woodside Avenue Lakeside, CA 92040 ("**Licensee**").

RECITALS

- A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the "Infinite Campus Product"), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the "Infinite Campus Additional Products"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "Infinite Campus Products";
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "Infinite Campus Services");
- C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the Infinite Campus Products and the related documentation ("Documentation") identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Initial Term and Fees. Upon the Term Start Date indicated on the duly executed Order and Pricing Schedule(s) attached hereto, Company shall provide Licensee with the Infinite Campus Products and Infinite Campus Services and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable) as indicated on the Order and Pricing Schedule(s). The fees for the licenses shall be valid from the Term Start Date until months thereafter (the "Initial Term").
- 1.3 Recurring Annual Fees. Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Recurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

2.0 Ownership and Protection of Infinite Campus Products

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
- 2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;
 - 2.2.b identify or discover any source code of the Infinite Campus Products;
 - 2.2.c distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;
 - 2.2.d create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or
 - 2.2.e incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.
- 2.3 Confidentiality. Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

- 3.1 Payment Terms. Licensee shall pay Company or Company's Authorized Channel Partner the Fees as provided in the Order and Pricing Schedule(s) attached hereto.
- 3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties

4.1 Indemnifications

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.
- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

- 4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.
- 4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- 4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- 6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
- 6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- 6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

- 6.3.a Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Products and shall return to Company the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of the Infinite Campus

Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

6.3.b Upon 90 business days following the termination of this Agreement, or sooner at the request of the Licensee, Company warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein, however, prohibits Company from continuing to possess and use any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 Software Support

Company and Licensee agree to the terms and conditions of the Software Support Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the Software Support Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

8.0 Application Hosting

Company and Licensee agree to the terms and conditions of the Cloud Hosting Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the Cloud Hosting Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

9.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

10.0 General Terms and Conditions

10.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

10.2 Governing Law. This Agreement will be governed and interpreted under the

laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

- 10.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.
- 10.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 10.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 10.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 10.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 10.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.



Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

Lakeside Union School District- Schools of Arts and
12335 Woodside Avenue
Lakeside, CA 92040

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

- 10.9 Applicable Law. Company complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.
- 10.9.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company shall use education records only for the purposes of fulfilling its duties under this Agreement. In order to continuously improve the products and services it provides hereunder, Company may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of the Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.
- 10.9.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing, if it is allowed to do so. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
- 10.9.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the

cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.

10.9.d. Upon termination of this Agreement, Company shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3.b of this Agreement. Company shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

10.10 Export Rules. Licensee agrees that the Infinite Campus Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.10.

10.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute the Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the Infinite Campus Products and Services with only those rights set forth herein.

10.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually

signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

- 10.13 Purchase of Online Registration. by agreeing to purchase Online Registration, Licensee is also agreeing to use Infinite Campus Digital Repository Services whose terms are governed by the terms and conditions linked here: [Digital Repository Services: Terms of Service](#)

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee.

Infinite Campus, Inc.

Lakeside Union School District- Schools of Arts and Sc

By: 
Stephanie Svoboda (Dec 3, 2020 17:25 CST)

Name: Stephanie Svoboda

Its: Authorized Signer

By:

Name:

Its:

EXHIBIT A

CLOUD HOSTING SERVICES AGREEMENT

1.0 Reference to Agreement

This Cloud Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("**Company**") and Lakeside Union School District- Schools of Arts and Sciences, ("**Licensee**") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Cloud Hosting Services according to the quantity indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until 12 months thereafter (the "Initial Term").

3.0 Recurring Annual Fees

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Recurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

4.0 Services

During each term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Cloud Hosting Services" or the "Cloud Choice Hosting Services") to Licensee:

4.1 Included Services

4.1.a System Access. Company shall provide remote access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using a single, Production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Company's facilities.

4.1.b Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).

In accessing Middleware, Licensee may use software and related documentation developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.

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- Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

4.1.c Application Updates. Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.

4.1.d Backup. Company shall create and maintain a backup plan whereby Licensee Content is backed up. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of archival storage in the case of Disaster Recovery.

4.1.e Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers and maintain backups of Licensee Content on such backup servers such that Company shall be capable of providing Cloud Hosting Services on and from such backup servers within twenty-four (24) hours of any catastrophic disruption of Cloud Hosting Services ("Disaster Recovery").

4.1.f ODBC Access. Company will provide ODBC access to a designated employee of the Licensee, upon completion of the ODBC Access Request Form.

4.1.g Test and Training Environment. For Licensee selecting Cloud Choice Hosting Services, in addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Staging") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.

4.2 Excluded Services

- (a) Support of Client Desktops
- (b) Support or diagnosis of Local Area Network connectivity
- (c) Local Area Network device configuration such as proxy servers

5.0 **Availability of Services**

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Cloud Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 Downtime

Licensee agrees that from time to time the Infinite Campus Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

5.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 **Security**

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System including:

- (a) firewall protection of the Remote Data Center;
- (b) maintenance of independent archival and backup copies of the Infinite Campus Products and Licensee Content; and
- (c) protection from network attack or other malicious harmful or disabling data, work, code or program.

7.0 **Change Management**

7.1 For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the Products or product release levels used in the Service and in implementing Patches and Upgrades (collectively "Change Events").

- 7.1.a Change Management Procedures will in all cases provide for the following:
- (a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
 - (b) pre-testing of changes in Company or Licensee non-Production testing environments; and
 - (c) coordination of the implementation of the Change Event with the Licensee.

7.1.b Product Version. Product Version. Licensee selecting Standard Cloud Hosting Services will receive Updates Change Events made available by Company which shall be applied with 30 days of its General Availability at such a date determined solely by the Company. Licensee selecting Cloud Choice Hosting Services may coordinate the Update Change Event date with Company.

8.0 **Licensee Proprietary Rights**

8.1 Licensee Content. Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on,

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within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Cloud Hosting Services.

- 8.2 Grant of Use. In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, solely for the benefit of Licensee and in accordance with Company's performance or enforcement of this Agreement. Nothing herein, however, prohibits Company from continuing to possess and use any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.
- 8.3 Alterations. Except as provided herein, in the Agreement, or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.
- 8.4 Ownership of Licensee Content. Company acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) days of any termination of the Agreement, Licensee shall remove or request that the Company remove on a fee-for-service basis all Licensee Content from Infinite Campus Products.
- 8.5 Warranty of Licensee. Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.
- 8.6 Disclosure. Company may not disclose Licensee Content to any third party except: (i) its employees, consultants, and subcontractors who need access to such information and solely for purposes of providing services to Licensee under the Agreement, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in the Agreement; (ii) to the extent it was already capable of being known by or in the possession of the third party without restriction on use or disclosure; or (iii) to the extent compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction, provided that Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
- 8.7 Hold Harmless. Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

EXHIBIT B

SOFTWARE SUPPORT SERVICES AGREEMENT

1.0 Reference to Agreement

This Software Support Services Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("**Company**") and Lakeside Union School District- Schools of Arts and Sciences, ("**Licensee**") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Software Support Services according to the fees indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until 12 months thereafter (the "Initial Term").

3.0 Recurring Annual Fee

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Recurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services

4.0 Infinite Campus Services

During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Infinite Campus shall provide the following Infinite Campus Services (the "Software Support Services") to Licensee:

4.1 Software Maintenance

Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes.

4.2 E-Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.

4.3 Telephone Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via telephone.

5.0 Hours of Service

Company personnel shall be normally available either via phone or via e-mail Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Standard Time. Company's offices are closed in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day Before Christmas Day, Christmas Day and New Year's Eve Day.

6.0 Authorized Contact Personnel

Licensee shall identify up to three (3) authorized support contacts. Two (2) of the contacts will be responsible for functional issues experienced by end users and one (1) will serve as the technical contact. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Company at any one time. Licensee shall provide Company with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Company informed of changes made to this authorization list as they take place.

7.0 Payment

7.1 Adjustment of Support Fees

Company may change the Support and site service fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

7.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company the Company's then current standard rates.

7.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Company subsequently demonstrates the Infinite Campus Products conforms to specifications as described in Section 4.2 of the Infinite Campus End User License Agreement, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

8.0 Major Alarm

8.1 Definition of a Major Alarm

A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by Licensee to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus software.

8.2 Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Alarm will be resolved.

8.3 Response Time for a Major Alarm.

8.3.1 E-support response time – within two (2) hours.

8.3.2

Phone support – within one (1) hour.

9.0 Non-Major Alarm

9.1 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Alarm is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Alarm will be resolved.

9.2 Response Time for a Non-Major Alarm

9.1.1 E-support response time – within two (2) business days.

9.1.2 Phone support – within one (1) business day.

10.0 Proprietary Rights

Licensee acknowledges and agrees that corrected or replacement Software and associated Documentation remain the property of Company and constitute a trade secret of Company. Licensee further agrees that corrected or replacement Software and associated Documentation are subject to the terms of the License Agreement and shall be delivered to Licensee only after Licensee executes a subsequent license agreement with Company governing its use, unless Company, at its option, waives this requirement for the execution of a subsequent license agreement.

10.0 Modifications Excluded

Company shall not be obligated to provide maintenance services pursuant to this Agreement with respect to any modifications to the Software made by Licensee or to any computer program incorporating all or any part of the Software.

11.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to Licensee's computer and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.

12.0 Warranty Provisions

Replaced or corrected Software shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Software for the period designated therein. The warranty provisions contained in that License Agreement are incorporated herein by reference.

INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT

This Infinite Campus Implementation Services Agreement ("**Agreement**") is made between **Infinite Campus, Inc.**, a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449-6794 ("**Company**") and Lakeside Union School District- Schools of Arts and Sciences with offices located at 12335 Woodside Avenue Lakeside, CA 92040 ("**Licensee**").

RECITALS

- A. Licensee finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and
- B. Licensee finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Licensee's business.
- C. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the "**Infinite Campus Product**"), and (ii) such other products and services as offered by Company and as amended by Company from time to time (the "**Infinite Campus Additional Products**"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "**Infinite Campus Products**";
- D. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including project management, data conversion and training services, (the "**Infinite Campus Services**");
- E. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the implementation of certain Infinite Campus Products subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Infinite Campus Services, Fees

During the Term of this Agreement, Company shall provide Licensee with Infinite Campus Services according to the fees described in the Order and Pricing Schedule.

2.0 Agreement Term and Termination

2.1 Agreement Term

The term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement, and remain in effect until completed or terminated pursuant to Section 2.2

2.2 Agreement Termination

This Agreement may be terminated as follows:

- 2.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 2.2.b either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with 30 days to cure.

2.3 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

2.4 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

3.0 Payment Terms

3.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes if applicable.

3.3 Travel Expenses

Licensee agrees to pay Company for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Company's performance of its duties under this Agreement, as applicable. Such expenses shall be incurred in accordance with the Business Expense Policy attached hereto.

4.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

5.0 General Terms and Conditions

5.1 Performance

Company represents and warrants that, (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in

a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this agreement will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (e) the work to be performed by it under this Agreement will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work to be performed by it under this Agreement will not be obscene, child pornographic, or indecent; and (g) the work to be performed by it under this agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5.2 Assignment

Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

5.3 Governing Law and Jurisdiction

This Agreement will be governed and interpreted under the laws of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

5.4 Amendments; Waiver

This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

5.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

5.6 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

5.7 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute,

governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

5.9 Notices

Any notice under this Agreement, including notices of changes in the Specifications and Practices and Procedures, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties

Infinite Campus, Inc.	Lakeside Union School District- Schools o
Sales Contracts Management	
4321 109 th Ave NE	12335 Woodside Avenue
Blaine, MN 55449-6794	Lakeside, CA 92040

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

5.10 Applicable Laws

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.

5.10.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company shall use education records only for the purposes of fulfilling its duties under this Agreement. In order to continuously improve the products and services it provides hereunder, Company may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of the Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of

Company under this Agreement.

5.10.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing, if it is allowed to do so. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

5.10.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.

5.10.d. Upon termination of this Agreement, Company shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with Section 6.3.b of the End User License Agreement. Company shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

IN WITNESS WHEREOF, this Infinite Campus Implementations Services Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

Lakeside Union School District- Schools

By: 
Stephanie Svoboda (Dec 3, 2020 17:25 CST)

By:

Name: Stephanie Svoboda

Name:

Its: Authorized Signer

Its:

Attachment 1

POLICY 314

BUSINESS EXPENSE POLICY

POLICY:

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Infinite Campus to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

Auto Expenses:

The company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

Guidelines:

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimbursement for miles driven.

Travel Expenses:

The company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the company will not reimburse business- or first-class tickets or upgrades.

Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

Meals and Incidentals (M&IE)

The employee will be reimbursed for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

M&IE amounts are calculated on a "per trip" basis. As an example, an employee traveling for three days to a location with a \$44 M&IE rate would have an amount of \$132 for the trip (\$44*3). A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m., and is completed after 7:00 p.m. Partial days will be reimbursed using the GSA Meals and Incidental Expense (M&IE) Breakdown for partial days.

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.

Addendum One

This Addendum No. One "1" is entered into between Lakeside Union School District ("LEA") and Infinite Campus, Inc. ("Service Provider") on _____ ("Effective Date").

WHEREAS, the LEA and the Service Provider entered into an agreement for technology services titled Infinite Campus End User License Agreement ("Technology Services Agreement") on _____ and any addenda on _____ ;

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records¹ obtained by Service Provider from LEA continue to be the property of and under the control of the LEA.

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: Pupils would contact Lakeside Union School District (LUSD) and LUSD would be responsible for extracting and providing this information to the Pupil. Infinite Campus will not perform this activity.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: Pupils would contact Lakeside Union School District (LUSD) and LUSD would be responsible for extracting and providing this information to the Pupil. Infinite Campus will not perform this activity.
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: Parents, legal guardians, or eligible pupils would contact Lakeside Union School District (LUSD) to review personally identifiable information in the pupil's records and work with LUSD to correct erroneous information. Infinite Campus will not allow parents, legal guardians, or eligible pupils to correct erroneous information without LUSD consent.
7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures: There are too many measures to list, but some include encryption, tier 5 data centers, and SOC 2 & 3 certifications.
8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: Infinite Campus will notify Lakeside Union School District of any unauthorized disclosure of pupil records per the EULA. Infinite Campus will not notify affected parents, legal guardians, or eligible pupils.
9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement. Infinite Campus may use de-identified and/or anonymized data for lawful quality assurance, for research and development to improve products and services, or for conducting or facilitating education research consistent with FERPA
10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal

account. Such certification will be enforced through the following procedure: Per the EULA Infinite Campus deletes ALL Lakeside Union School District (LUSD) data at the termination of the agreement and provides all LUSD to LUSD at termination.

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure: Infinite Campus will adhere to FERPA per the EULA.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

Infinite Campus, Inc.

By: 
Stephanie Svoboda (Dec 3, 2020 17:25 CST)

Name: Stephanie Svoboda

Its: Authorized Signer

Lakeside Union School District

By:

Name:

Its:

Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Lakeside Union School District, ("Licensee").

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
SIS Implementation	7/1/2021	1	One Time	Flat	\$39,100.00
Data Health Check Services	7/1/2021	1	Recurring	Flat	\$500.00
Campus Learning Training Days	7/1/2021	0.5	One Time	\$1,200.00	\$600.00
OLR Prime Training Days	7/1/2021	2	One Time	\$0.00	\$0.00
Messenger with Voice Training Days	7/1/2021	0.5	One Time	\$0.00	\$0.00
Messenger Remote Dial-In Setup Fee	7/1/2021	1	One Time	Flat	\$500.00
One Time Fee Total (Fiscal Year 20/21)					\$40,700.00

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	7/1/2021	5,200	Recurring	\$6.00	\$31,200.00
Messenger with Voice Tiered License Fee (1 - 10,000 Students)	7/1/2021	5,200	Recurring	\$0.90	\$4,680.00
Infinite Campus Services, Cloud Choice Hosting Services – SIS	7/1/2021	5,200	Recurring	\$1.00	\$5,200.00
Infinite Campus Services, Software Support – SIS	7/1/2021	5,200	Recurring	Flat	\$10,000.00
Infinite Campus Services, Tiered Software Support – Messenger with Voice (1 - 10,000 Students)	7/1/2021	5,200	Recurring	\$0.25	\$1,300.00
Online Registration Prime	7/1/2021	5,200	Recurring	\$2.00	\$10,400.00
Multi Language Editor Tool	7/1/2021	5,200	Recurring	Flat	\$1,500.00
Campus Learning-District License Fee	7/1/2021	5,200	Recurring	\$2.00	\$10,400.00
2/2/2 Promotional Credit					(\$10,400.00)
Year 1 Recurring (Fiscal Year 21/22) and Year 2 Recurring (Fiscal Year 22/23)					\$64,280.00
Annual Recurring Total (Fiscal Year 23/24 and beyond)					\$74,680.00

Lakeside Union School District

By:

Name:

Its:

Service Order

[Print Form](#)

This Service Order specifies the specific amount of, and associated cost for, the services ordered by "Customer." By executing this Service Order, Customer agrees to purchase and Shoutpoint, Inc. ("Shoutpoint") agrees to provide the ordered services in accordance with this Service Order and Shoutpoint for Schools Terms of Use in effect from time to time, a current copy of which is attached hereto. This Service Order replaces all prior Service Orders between the parties.

County of Service Address: San Diego

Payment Method:	Prepaid - Due before In Service Date	Order Date:	
Customer Name:	Lakeside Union School District	In Service Date:	Jul 1, 2021
Physical Address:	12335 Woodside Avenue	Renewal Type:	Campus Messenger
City, State	Lakeside, CA	Zip:	92040
Technical Contact:	Lauren Pagel	Renewal Start Date:	Jul 1, 2022
Technical Email:	lpagel@lsusd.net	Billing Contact:	Erin Garcia
		Billing Email:	erin.garcia@lsusd.net
Phone:	+1 (619) 390-2608	Fax:	
		Phone:	+1 (619) 390-2640
		Fax:	

Service Type	Service Description	Current Student Count	Qty	Annual Unit Cost	Annual Recurring	Prorated Fee	Non-recurring
Enhanced Service	Shoutpoint for Schools Infinite Campus Integrated Messaging Platform	5,200	18	\$345.00	\$6,210.00	\$0.00	\$0.00
Enhanced Service	SMS Messenger		1				\$500.00
Other Service							
				Totals	\$6,210.00	\$0.00	\$500.00

Expanded Description of Service Types:

1. Shoutpoint for Schools Infinite Campus Integrated Messaging Platform

SP will allocate capacity for unlimited messaging based on School District's Current Student Count (shown above). Shoutpoint will provision service in batches of 300 students based on Student Count. Customer will update Student Count annually and submit to Shoutpoint to ensure the proper and adequate capacity. The Service may be used for an unlimited number of voice and SMS messages as long as messages are directly related to school business. Notwithstanding the preceding sentence, after the first year of Service, Shoutpoint reserves the right to institute a monthly limitation on usage (e.g., 4,000 total messages per batch of 300 students) for subsequent school seasons (i.e., contract years) by providing School District with written notice at least ninety (90) days prior to the expiration of the then-current term.

In emergency circumstances defined as circumstances when School District's authorized personnel reasonably and in good faith, believe communication will assist in the elimination or mitigation of physical harm to School District's students, faculty, employees, or invitees (e.g., a school shooting, an earthquake, tornado or other natural disaster, or similar exigent circumstance), the subscribed capacity can burst by ten voice paths, which incrementally increases the speed that the messages are disseminated.

2. SMS Provisioning

A non-recurring set-up fee to provision SMS messaging service and the unique SMS nickname for the School District

Shoutpoint, Inc.

Lakeside Union School District

By:

By:

Name: Jamie Christiano

Name:

Its: President

Its:

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schools@shoutpoint.com www.Shoutpoint.com

Additional Information

Provide the phone number you want to use as your main caller ID. We recommend that the school utilize their main phone number. You will still have an opportunity to use different phone numbers in Campus, and these will be discussed during your training.

Phone Number
(619) 390-2600

SMS Messenger

SMS nickname enables you to register a unique nickname and use it as identification when sending SMS messages. The SMS nickname should have at least 3 and not more than 11 characters. When choosing the nickname, use only lower case and capital letters of English alphabet, numbers (up to 3 in a sequence) and you have an option to use an underscore (_) as a character. The nickname cannot be registered if you have used a space.

SMS Nickname

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schools@shoutpoint.com www.Shoutpoint.com

Telecommunications Terms of Use

THESE TELECOMMUNICATIONS TERMS OF USE (this "Agreement") govern the various services, (the "SP Services"), provided by SHOUTPOINT, INC., a California corporation ("SP"), pursuant to one or more active Service Orders (each a "Service Order") between SP and the subscribing school district on behalf of itself and each of its constituent schools (collectively, the "School District").

1. **SP Services.** SP shall provide one or more of the following services to School District in accordance with one or more Service Orders:
 - a. **Telecommunications Services.** Unless set forth differently in an applicable Service Order, the following shall apply to the provisioning and service limitations of SP's Interconnected Voice over Internet Protocol ("VoIP") for use over SP's VoIP telecommunications network:
 - i. SP will provision telephone lines and phone numbers in the amount designated in the applicable Service Order.
 - ii. **Service Limitations; 911 Service.** As an interconnected VoIP provider, Shoutpoint is required to provide 911 service to its customers. However, Shoutpoint's 911 service operates differently than traditional 911. Shoutpoint must transmit all 911 calls, a callback number and the caller's registered physical location to the underlying carrier. Therefore, Shoutpoint must collect that information from you, and you must update Shoutpoint with any changes. Further, it takes up to 14 days before the 911 service or any change thereto becomes operational. Remember that our 911 Dialing service will not function in the event of a broadband or power outage or if your broadband, ISP or ShoutPoint service is terminated. Complete Shoutpoint 911 information is contained in the Service Order and at <http://shoutpoint.com/911-access>
 - b. **Enhanced Services.** SP shall provide School District with non-exclusive and non-transferable licensed access to SP's Telephony Engine, which includes an application programming interface accessed through Infinite Campus's SIS that provides a means to create, manage and send telephone messages to students, student parents and legal guardians, school faculty and school district personnel (cumulatively, the "Enhanced Services").
 - c. **Other Services.** SP may from time to time provide ancillary, additional or new services to its school customers that are not governed by Sections 1.a. or 1.b. above. These services shall be considered "Other Services" and will be governed by the other provisions of this Agreement and one or more Service Orders.
2. **Term; Pricing.**
 - a. **Term.** The initial term of this Agreement shall commence on the "In Service Date" set forth in the Service Order, which shall typically be July 1st of each given calendar year (or, in the initial year, such later start date as contemplated in Section 2.b. below, being the "In Service Date") and shall end on June 30th of the following calendar year (e.g. July 1, 2016 through June 30, 2017). However, the term shall automatically be renewed for one (1) year periods, unless either party provides the other with written notice of termination at least thirty (30) days, but no more than ninety (90) days, prior to the termination of the then current term. The term may terminate earlier upon the occurrence of one or more of the events described in Section 8 below.
 - b. **Fees.** School District shall pay to SP on or before the In Service Date (and each subsequent In Service Date should the term be renewed) an amount as set forth in the applicable Service Order. For contracts not commencing on July 1st of any given calendar year, the annual fee shall be reduced in a pro rata manner based on the following formula: (i) the number of days or partial days that the service shall be effective within such period ending on the next occurring June 30th, divided by (ii) 365. Except to the extent expressly modified in any Service Order, following the initial term and upon thirty (30) days prior written notice, SP may increase applicable charges, effective as of July 1st of such year (the "Adjustment Date"), by one hundred percent (100%) of the percentage change, if any, shown by the Consumer Price Index - Urban Wage Earners and Clerical Workers, U.S. City Average (published by the U.S. Department of Labor - Bureau of Labor Statistics) for the month immediately preceding the Adjustment Date as compared with the month immediately preceding the initial In Service date or most recent preceding date on which such charges were previously adjusted hereunder, as the case may be.
3. **Customer Service.** SP shall provide Customer Service relating directly and solely to the SP Services. School District shall establish a customer service point of contact with SP for such purposes. The parties acknowledge that School District may utilize the services provided hereunder in conjunction with other hardware, software and other applications. The providers of such third party hardware, software and applications shall be solely responsible for all customer service related to usage with such third party products and services.
4. **Confidentiality.** "Confidential Information" means (a) the terms and conditions of this Agreement; (b) any and all information governed by any now-existing or future non-disclosure agreement (specifically including any such agreement or provision of any agreement between SP and School District), contractual provision, or law binding the parties; (c) any other information relating to either party that has been clearly marked or labeled as confidential, including without limitation information about either party's personnel, products, customers, or services; and (d) all aspects of the services provided hereunder, and any underlying software, including without limitation all source code, object code, algorithms or logic contained therein, and any other form of written or recorded material relating thereto, which the parties acknowledge is owned by and confidential to SP. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain through no action or fault of the other party; (ii) information that is known to either party without restriction prior to receipt from the other party; (iii) information that either party receives from any third party having a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party without using the other party's Confidential Information. The party relying on any of the above exclusions has the burden of proving the presence of such exclusion. Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that each party, (i) shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose, (ii) shall restrict disclosure of the other party's Confidential Information to its employees or agents with a need to know and who have agreed in writing to be bound by the terms of this Agreement, (iii) shall not disclose the other party's Confidential Information to any third party without the prior written approval of the other party, and (iv) shall maintain and protect the other party's Confidential Information with at least that degree of care that such party utilizes to maintain and protect its own most confidential information, but in any event using at least a commercially reasonable degree of care. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if compelled by law to do so, provided the other party has been given prior written notice to permit such other party a reasonable opportunity to object to the legal requirement to disclose. The parties acknowledge and agree that violation of this paragraph may cause irreparable harm, and the total

amount of monetary damages for injury to such party will be impossible to calculate and, therefore, an inadequate remedy. Accordingly, the non-breaching party may (a) seek injunctive relief against the breaching party or (b) exercise any other rights and seek any other remedies to which the non-breaching party may be entitled at law, in equity and/or under this Agreement.

5. **No Conveyance.** School District shall not assign, transfer, sublicense, or otherwise convey its right to use the SP Services hereunder, or any part thereof, to any person, by operation of law or otherwise, without SP's prior written consent, which may be given or withheld in SP's sole discretion. Any breach or attempted breach of this provision shall be null and void and shall entitle SP to immediately terminate this Agreement without any cure period.

6. **Limited Warranty; Limitation of Damages.** SP warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the In Service Date of the initial term, the SP Services will operate in substantial conformity with industry standards when used in strict compliance therewith. If a material defect occurs, SP's sole obligation under this warranty is to remedy such defect in a commercially reasonable manner.

a. THE LIMITED WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY MADE BY SP, AND SP DOES NOT MAKE, AND SCHOOL DISTRICT HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. SP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN PERFORMING THE SERVICES CONTEMPLATED BY THIS AGREEMENT, SP SHALL HAVE NO LIABILITY (INCLUDING WITHOUT LIMITATION ANY LOST BUSINESS PROFITS OR ANY LOSS, DAMAGE OR DESTRUCTION OF DATA) TO SCHOOL DISTRICT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH DAMAGE IS CAUSED BY SP's GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SP SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF SP TO SCHOOL DISTRICT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER SHALL BE LIMITED TO THE LESSER OF (i) \$100,000 OR (ii) FEES ACTUALLY PAID BY SCHOOL DISTRICT TO SP FOR THE APPLICABLE SP SERVICES FOR THE TERM (OR EXTENSION PERIOD) DURING WHICH THE UNDERLYING DAMAGES AROSE. SP's OBLIGATIONS UNDER THIS AGREEMENT, BUT NOT THE EXCLUSIONS AND WAIVERS OF WARRANTY CONTAINED HEREIN, SHALL TERMINATE AND BECOME NULL AND VOID IF ANY MODIFICATIONS ARE MADE TO THE SP SERVICES BY ANY PARTY OTHER THAN SP.

b. School District acknowledges that SP exercises no control whatsoever over the content of information passing through School District's equipment, or through equipment or facilities used by SP to provide the SP Services. School District will, at all times, use the SP Services in compliance with all applicable laws and regulations. It is School District's sole responsibility to ensure that the information it transmits or otherwise processes with use of the SP Services complies with all applicable laws and regulations.

7. **Indemnification.**

a. SP will defend, hold harmless and indemnify School District against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against School District to the extent based on an allegation that the SP Services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. The foregoing obligation is subject to the Limitation of Damages provision set forth in Section 6 above

b. Except to the extent limited by applicable law, School District shall indemnify and hold harmless SP and SP's officers, directors, employees, and agents, and shall defend, at its expense, and pay the cost of any damages, settlement or award (including reasonable attorneys' fees and costs) for all claims resulting from (i) School District's breach of this Agreement; (ii) School District's violation or alleged violation of any law or regulation; or (iii) School District's other acts or omissions.

c. If either party seeks indemnification provided for in this Section, the party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. School District and SP will not make public any terms, or the mere existence, of any settlements. If the indemnifying party fails to promptly investigate and defend or settle any claim of which it is notified in writing by the indemnified party, then the indemnified party has the right to have sole control of the defense of the claim and all negotiations for its settlement or compromise, and the indemnifying party shall pay, as they become due, all of the reasonable costs and expenses (including reasonable attorneys' fees) reasonably incurred by the indemnified party in its defending or negotiating settlement of the claim, and the indemnifying party shall satisfy any resulting settlement, award, or judgment.

8. **Termination.** Upon the occurrence of one or more of the following events by one party (the "Breaching Party"), then the other party (the "Non-breaching Party") may terminate this Agreement immediately (except as specifically set forth the contrary) upon providing written notice of termination to the Breaching Party:

a. If a party commits a breach of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice from the Non-breaching Party stating the nature of the breach with reasonable particularity;

b. If a party terminates its business;

c. If, voluntarily or involuntarily, a bankruptcy petition or similar proceeding under state law is filed with respect to a party; and

d. If a party becomes insolvent or makes a general assignment for the benefit of creditors.

In the event School District terminates this Agreement for SP's uncured breach, School District shall be reimbursed a pro rata portion of the fees paid for services to be rendered following such termination. In the event that SP terminates this Agreement for School District's uncured breach, SP shall be entitled to keep all fees paid to SP prior to such date. The foregoing remedies are in addition to any other legal or equitable remedies available to such party under the circumstance. In the event that School District makes any payment required under this Agreement more than five (5) days late, then in addition to the amount past due School District shall owe SP (i) a penalty in the amount of 5% of such past due amount and (ii) interest in the amount of twelve percent (12%) per annum or, if lesser, the maximum interest rate allowed under applicable law.

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schools@shoutpoint.com www.Shoutpoint.com

9. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by a Force Majeure Event (defined below). The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event relied on and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation or termination of said Force Majeure Event. "Force Majeure Event" means an unforeseeable event caused by any of the following conditions: act of God; fire; flood; labor strike; sabotage; material shortages or unavailability or other delay not resulting from the responsible party's failure to timely place orders; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or any other cause beyond the reasonable control of such party. This paragraph shall not apply to any payment obligation of either party.
10. Miscellaneous.
- a. Modifications to Manner of Use. The services provided hereunder are subject to evolving regulation, technology and related industry standards. As such, it is possible that changes to the technical or operational requirements of one or more services may occur during the term of this Agreement. In the event of such a change, SP will notify Customer via email and post the changes at <http://shoutpoint.com/terms/schools/>.
 - b. Interpretation. These Terms of Use, together with all mutually executed Service Orders or other documents referenced herein, evidences the complete understanding and Agreement of the parties with respect to the subject matter hereof and supersedes and merges any prior understandings or agreements. The captions, headings, and articles contained herein are solely for convenience of reference and shall not affect the construction or interpretation of this Agreement. Both parties acknowledge that they have read and understand the terms of this Agreement. This Agreement shall be interpreted fairly, and shall not be interpreted more or less favorably for either party.
 - c. Governing Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State in which School District, or the applicable constituent school, is located. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such action.
 - d. Severability; Waivers. If any provision, or any part thereof, of this Agreement shall be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement. The failure of either party to give a notice of default or to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.
 - e. Authority. Each person executing any Service Order represents and warrants that he or she have/they have the authority to enter into this Agreement on behalf of such party, and that the entity they represent has been duly formed, is validly existing, and is qualified to do business in the jurisdictions in which they conduct business.
 - f. Counterparts. Each Service Order may be executed in one or more counterparts (including by facsimile or other electronic means), each of which shall be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Agreement.
 - g. Taxes. Each party shall be fully responsible for the payment of any and all taxes required by law to be paid by that party. Neither party shall be responsible for the payment of taxes imposed on or against the net income of the other party.
 - h. No Agency. This Agreement does not render either party the agent or legal representative of the other, nor does it create a partnership or joint venture between the parties. Neither party shall have any authority to bind the other party in any manner whatsoever.
 - i. Remedies Cumulative. The rights and remedies afforded to the Parties herein are, unless otherwise noted, cumulative rather than exclusive. Notwithstanding the preceding, in no event shall School District's remedies exceed the limitation of SP's liability set forth in paragraph 8.a. above.
 - j. Survival. The rights and obligations of the parties under Sections 2 (but only to the extent of charges due and owing that remain unpaid as of the effective date of termination), 4, 6, 7, 8, and 10 of this Agreement shall survive the expiration or earlier termination of this Agreement.
 - k. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of School District's permitted successors and assigns. Upon providing notice to School District, SP may assign part or all of this Agreement to another party. The Agreement shall be binding upon and inure to the benefit of SP's successors and assigns.
 - l. Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by fax (with written confirmation of receipt), provided that a copy is mailed by certified or registered mail, return receipt requested, or (iii) when received by the addressees if sent by an nationally recognized express delivery service (which delivery confirmed by tracking number), in each case to the appropriate addresses and fax numbers set forth below, or to such other addresses or fax numbers as a party may designate by notice to the other party:

SP:

Shoutpoint, Inc.
895 Dove Street, Suite 300
Newport Beach, CA 92660
Attn: Jamie Christiano
Fax (949) 660-0531

SCHOOL DISTRICT:

Lakeside Union School District
Set forth in Service Order

Shoutpoint Customer Agreement Checklist



- ☐ Existing Customer
☒ New Customer

Service Order

☐ Sign and date the original copy if contract does not go through EchoSign

Order Provisioning - Required for new customers. Existing customers complete only if changes are required.

☐ Provide a Caller ID Number ☐ SMS Nickname

Purchase Order

☐ Purchase Order Total:

-Confidential- Shoutpoint, Inc.

895 Dove Street, Suite 300 · Newport Beach · CA 92660 · Sales: 877-746-8878 · Support: 949-309-2821 · Accounting: 949-596-4638 · Fax: 949-660-0531
schools@shoutpoint.com www.Shoutpoint.com

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Approve filing Notice of Completion for installation of new roof at Lakeside Middle School with Roof Construction.

Background (Describe purpose/rationale of the agenda item):

On June 6, 2019, the Governing Board authorized staff to enter into a contract with Roof Construction for the replacement of roofing at Lakeside Middle School. The total cost of the contract is \$252,848.33. In order to comply with the prompt payment statutes per Public Contract Code Section 7101, it is recommended that the district proceed to file the notice of completion and release the retention to close out the work that has been completed.

The filing of the notice of completion is only intended to notify subcontractors and suppliers on the project and does not waive the district's rights or remedies under the contract. This notice of completion shall not alter any contract requirements or punch-lists required for close out of the project.

Fiscal Impact (Cost):

None

Funding Source:

Bond Fund - Measure L-Series B

Addresses Emphasis Goal(s):

☐ #1: Academic Achievement ☐ #2: Social Emotional ☒ #3: Physical Environments

Recommended Action:

☐ Informational ☐ Denial/Rejection
☐ Discussion ☐ Ratification
☒ Approval ☐ Explanation: Click here to enter text.
☐ Adoption

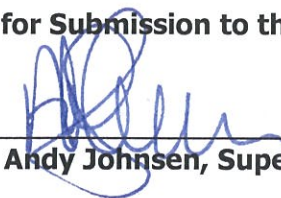
Originating Department/School: Business Services

Submitted/Recommended By:



Erin Garcia, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Andy Johnsen, Superintendent

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Award Bid No. 2021-03 for the parking lot upgrades at Lakeside Farms Elementary School and authorize staff to enter into contract with Whillock Contracting.

Background (Describe purpose/rationale of the agenda item):

A notice to invite bidders was advertised on November 4th and on November 11th in the Daily Journal and posted on the district website. On December 4, 2020, District Facility Consultant, EH&A and District Staff opened bids by Zoom "video conferencing" for parking lot upgrades at Lakeside Farms Elementary School. Construction is scheduled to begin on December 21 and completed by February 19, 2021.

Bids were received from eight (8) qualified bidders. The bid results are as follows:

Bidder	Bid Amount
Whillock Contracting	\$ 825,397.00
Ramona Paving	\$ 854,401.77
Hazard Construction	\$ 899,800.00
Kirk Paving	\$ 930,000.00
GEM Industrial	\$ 958,500.00
Blue Pacific	\$ 981,000.00
RAP Engineering Inc.	\$ 986,646.14
Eagle Paving	\$1,050,000.00

It is recommended that the Governing Board award the bid to Whillock Contracting, the lowest bidder meeting all specifications, and authorize designated staff to enter into a contract in the amount of \$825,397.00 for the parking lot upgrades at Lakeside Farms Elementary School, and issue a Notice of Completion when completed.

Fiscal Impact (Cost):

\$825,397.00

Funding Source:

Bond Fund - Measure L-Series B

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☒ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Discussion**

☒ **Approval**

☐ **Adoption**

☐ **Denial/Rejection**

☐ **Ratification**

☐ **Explanation:** [Click here to enter text.](#)

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Board Policy and Administrative Regulation 0430: Comprehensive Local Plan for Special Education

Background (Describe purpose/rationale of the agenda item):

Adoption: Policy updated to reflect the requirement that the Special Education Local Plan Area (SELPA) submit its local plan to the county office of education and/or Superintendent of Public Instruction and the requirement, beginning July 1, 2020, to review the plan every three years. Policy also clarifies the different types of SELPA governance structures and adds an option for arrangements in which the district joins with other districts and the county office of education to form a SELPA. Policy deletes material related to the referral and eligibility of students for special education, which is addressed in AR 6164.4 - Identification and Evaluation of Individuals for Special Education. Policy adds requirement to adopt a procedure for the ongoing review of programs and a mechanism for correcting any identified problem. Regulation updated to reflect the new template for the SELPA plan developed by the California Department of Education (CDE). Section on "Definitions" revised to delete definitions for terms which are not used in this policy and regulation. Section on "Elements of the Plan" expanded to include further details regarding required components. Regulation also reflects NEW LAW (SB 75, 2019) which requires the SELPA plan to include an annual assurances support plan, beginning July 1, 2021 based on a CDE template developed by July 1, 2020. Regulation adds a requirement that each school post a notice of the public hearing that will be held by the SELPA to adopt the plan, and adds a new section on "Availability of the Plan" which includes a requirement to post the SELPA plan on the district's web site and make it available in the district office.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- | | |
|--|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/> Adoption | |

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged birth to 21 years, who reside in the district.

(cf. 3541.2 – Transportation for Students with Disabilities)

(cf. 411.23 – Special Education Staff)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

In order to meet the needs of individuals with disabilities, the district shall participate as a member of a Special Education Local Plan Area (SELPA) with other districts and the county office of education pursuant to Education Code 56195.1.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the Superintendent of Public Instruction. (Education Code 56195.1)

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be use to identify and correct any program deficiencies.

Legal Reference on next page:

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE

56000-56001 *Education for individuals with exceptional needs*
56020-56035 *Definitions*
56040-56046 *General provisions*
56048-56050 *Surrogate parents*
56055 *Foster parents*
56060-56063 *Substitute teachers*
56170-56177 *Children enrolled in private schools*
56190-56194 *Community advisory committees*
56195-56195.10 *Local plans*
56205-56208 *Local plan requirements*
56213 *Special education local plan areas with small or sparse populations*
56240-56245 *Staff development*
56300-56385 *Identification and referral, assessment, instructional planning*
56440-56447.1 *Programs for individuals between the ages of three and five years*
56500-56508 *Procedural safeguards, including due process rights*
56520-56524 *Behavioral interventions*
56600-56606 *Evaluation, audits and information*
56836-56836.05 *Administration of local plan*

GOVERNMENT CODE

7579.5 *Surrogate parent, appointment, qualifications, liability*
95000-95029 *California Early Intervention Services Act*

WELFARE AND INSTITUTIONS CODE

361 *Limitations on parental control*
726 *Limitations on parental control*

CODE OF REGULATIONS, TITLE 5

3000-3089 *Regulations governing special education*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities Education Act*

UNITED STATES CODE, TITLE 29

794 *Rehabilitation Act of 1973, Section 504*

UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.10-99.22 *Inspection, review and procedures for amending education records*
104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*
300.1-300.818 *Assistance to states for the education of children with disabilities, including:*
300.500-300.520 *Due process procedures for parents and children*
303.1-303.654 *Early intervention program for infants and toddlers with disabilities*

Management Resources:

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>
U.S. Department of Education, Office of Special Education Programs:
<http://www.ed.gov/about/offices/list/osep>

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION

Definitions

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (Education Code 56040; 34 CFR 300.17, 300.101, 300.104)

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (Education Code 56040.1; 34 CFR 300.107, 300.114, 300.117)

Elements of the Local Plan

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:
 - a. Free appropriate public education
 - b. Full educational opportunity
 - c. Child find and referral
 - d. Individualized education programs, including development, implementation, review, and revision
 - e. Least restrictive environment
 - f. Procedural safeguards
 - g. Annual and triennial assessments
 - h. Confidentiality

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

- i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program
- j. Children in private schools
- k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865
- l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)
- m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)
- n. Performance goals and indicators
- o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments
- p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds
- q. Maintenance of financial effort
- r. Opportunities for public participation before adoption of policies and procedures
- s. Suspension and expulsion rates
- t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)
- u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

- v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)
- 2. An annual budget plan SELPA, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures
- 3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.
- 4. Beginning July 1, 2021, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:
 - a. How the SELPA will support each participating district in achieving the goals, actions, and services identified in its local control and accountability plan
 - b. How the SELPA will connect any participating district in need of technical assistance to the statewide system of support
 - c. The services, technical assistance, and support the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205
- 5. A description of programs for early childhood special education from birth through five years of age
- 6. A description of the method by which members of the public, including parents/guardians of individuals with disabilities who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205
- 7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE
9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress
11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, ~~and~~ annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

Availability of the Plan

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Board Policy and Administrative Regulation 4113: Assignment

Background (Describe purpose/rationale of the agenda item):

Adoption: Policy updated to reflect **NEW LAW (AB 1219, 2019)** which requires annual monitoring of the assignment of certificated employees at all schools, and requires the Commission on Teacher Credentialing (CTC) to administer a statewide system that produces an annual data file of vacancies and misassignments and provides districts an opportunity to submit additional evidence that an employee is legally authorized for the assignment. Policy also adds legal requirements to report misassignments in the school accountability report card and to use Williams uniform complaint procedures to address any complaint alleging teacher misassignment or vacancy.

Regulation updated to make minor corrections for gender neutrality.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/> Adoption | |

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

ASSIGNMENT

In order to serve the best interests of students and the educational program, the Governing Board authorizes the Superintendent or designee to assign certificated personnel to positions for which they are qualified pursuant to their preparation, professional experience, and aptitude.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement or Board policy.

(cf. 4141/4241 - Collective Bargaining Agreement)

Assignment to Courses/Classes

The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.

When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare the teacher to provide instruction in that subject.

When specifically authorized by law or regulation, the Superintendent or designee may, with the consent, to a position outside the teacher's credential authorization in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's Administrator's Assignment Manual. Such assignments shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.

(cf. 3580 - District Records)

If at any time a certificated employee is required by the district to accept an assignment which the employee believes is not legally authorized by the employee's credential, the employee shall notify the Superintendent or designee, in writing, of the misassignment.

Within 15 working days, the Superintendent or designee shall notify the employee of the legality of the assignment. If no action is taken by the district, the employee shall provide written notification to the County Superintendent of Schools. No adverse action shall be taken against an employee who files a notice of misassignment. (Education Code 44258.9)

ASSIGNMENT (continued)**Vacancies and Misassignments**

Annually, the district shall review potential misassignments and vacant positions throughout the district. Upon receiving notification from CTC of the availability of data regarding potential misassignments and vacant positions in the district, the Superintendent shall review the data within 60 days. When necessary, the Superintendent or designee may respond by submitting additional documentation to the County Superintendent showing that an employee is legally authorized for an assignment and/or that a position identified as vacant was miscoded and a legally authorized employee is assigned to the position. (Education Code 44258.9)

If the district subsequently receives, within 90 days of CTC's initial notification, a notification from the County Superintendent indicating that a certificated employee in the district is assigned to a position for which the employee has no legal authorization, the district shall correct the assignment within 30 calendar days. (Education Code 44258.9)

The district shall serve as the monitoring authority for teacher assignments in any charter school it has authorized, in accordance with Education Code 44258.9-44258.10.

(cf. 0420.41 - Charter School Oversight)

Any complaint alleging teacher misassignment or vacancy shall be filed and addressed through the district's procedures specified in AR 1312.4 - Williams Uniform Complaint Procedures.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The school accountability report card for each school shall include any assignment of teachers outside their subject areas of competence, misassignments, including misassignments of teachers of English learners, and the number of vacant teacher positions for the most recent three-year period. (Education Code 33126)

(cf. 0510 - School Accountability Report Card)

Equitable Distribution of Qualified Teachers

The Superintendent or designee shall identify and address the equitable distribution of highly qualified and experienced teachers among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students. The Superintendent or designee shall annually report to the Board comparisons of teacher qualification across district schools, include the number of teachers serving under a provisional internship permit, short-term staff permit, intern credential, emergency permit, or credential waiver.

ASSIGNMENT (continued)

Strategies for ensuring equitable access to experienced teachers may include, but are not limited to, incentives for voluntary transfers, provision of professional development, and/or programs to recruit and retain effective teachers.

(cf. 0460 – *Local Control and Accountability Plan*)

(cf. 4111/4211/4311 - *Recruitment and Selection*)

(cf. 4114 – *Transfers*)

(cf. 4131 – *Staff Development*)

(cf. 4131.1 – *Teacher Support and Guidance*)

(cf. 6171 – *Title I Programs*)

*Legal Reference:*EDUCATION CODE

33126 *School accountability report card*

35035 *Additional powers and duties of superintendent*

35186 *Complaint process*

37616 *Assignment of teachers to year-round schools*

44225.6 *Commission report to the legislature re: teachers*

44250-44277 *Credentials and assignments of teachers*

44314 *Subject matter programs, approved subjects*

44395-44398 *Incentives for assigning NBPTS-certified teachers to high-priority schools*

44824 *Assignment of teachers to weekend classes*

44955 *Reduction in number of employees*

GOVERNMENT CODE

3543.2 *Scope of representation*

CODE OF REGULATIONS, TITLE 5

80003-80005 *Credential authorizations*

80020-80020.5 *Additional assignment authorizations*

80335 *Performance of unauthorized professional services*

80339-80339.6 *Unauthorized certificated employee assignment*

UNITED STATES CODE, TITLE 20

6311 *State plan*

6312 *Local educational agency plans*

6601-6651 *Teacher and Principal Training and Recruiting Fund*

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California State Plan to Ensure Equitable Access to Excellent Educators

Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

The Administrator's Assignment Manual, rev. September 2007

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

Improving Teacher Quality State Grants: ESEA Title II, Part A, rev. October 5, 2006

WEB SITES

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

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

Policy
adopted: September 17, 2012
revised: December 17, 2020

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

ASSIGNMENT

Assignment to Departmentalized Classes Outside Credential Authorization

Any holder of a credential other than an emergency permit may be assigned, with consent, to teach departmentalized classes in grades K-12 regardless of the designations on the teaching credential, provided that the teacher's subject matter knowledge is verified prior to the assignment. (Education Code 44258.3)

Procedures for verifying a teacher's subject matter knowledge shall be developed and implemented by the Superintendent or designee with the involvement of appropriate subject matter specialists, including curriculum specialists, resource teachers, classroom teachers certified to teach the subject, staff assigned to regional subject matter projects or curriculum institutes, or college faculty. (Education Code 44258.3)

Procedures to be used for this purpose shall specify: (Education Code 44258.3)

1. One or more of the following ways in which subject matter competence shall be assessed:
 - a. Observation by subject matter specialists
 - b. Oral interviews
 - c. Demonstration lessons
 - d. Presentation of curricular portfolios
 - e. Written examinations
2. Specific criteria and standards for verifying subject matter knowledge by any of the above methods. These criteria shall include, but need not be limited to, evidence of the individual's knowledge of the subject matter to be taught, including demonstrated knowledge of the curriculum framework for the subject and the specific content of the district's course of study for the subject at the grade level to be taught.

(cf. 4115 - Evaluation/Supervision)

Whenever a teacher is assigned to teach departmentalized classes pursuant to Education Code 44258.3, the Superintendent or designee shall notify the exclusive representative of the district's certificated employees. (Education Code 44258.3)

(cf. 4140/4240/4340 - Bargaining Units)

ASSIGNMENT (continued)

Assignment to Elective Courses Outside Credential Authorization

A full-time teacher with special skills and preparation outside the credential authorization may, with the teacher's consent and the prior approval of a district committee on assignments, be assigned to teach an elective course in the area of the special skills or preparation, excluding a course in English, mathematics, science, or social studies. (Education Code 44258.7)

The Superintendent or designee shall establish a committee on assignments, consisting of an equal number of teachers selected by teachers and school administrators selected by school administrators, to approve such assignments. (Education Code 44258.7)

Committee members shall serve a two-year term but may be reappointed using the same procedure as the initial appointment.

When determining whether a teacher is qualified for an assignment pursuant to Education Code 44258.7, the committee may consider the teacher's education, prior experience, observation by subject matter specialists, oral interviews, demonstration lessons, presentation of curricular portfolios, and/or written examinations.

Assignments approved by the committee shall be for a maximum of one school year, but may be extended by action of the committee upon application by the principal and teacher. (Education Code 44258.7)

Assignment to Special Schedules

Full-time probationary or permanent classroom teachers employed by the district prior to implementation of weekend classes shall not, without their written consent, be required to teach for more than 180 full days during a school year or for more than the number of full days during the preceding school year, whichever is greater. No teacher shall be assigned to work on a Saturday or Sunday if the teacher objects in writing that such assignment would conflict with religious beliefs or practices. (Education Code 44824)

(cf. 6176 - Weekend/Saturday Classes)

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Administrative Regulation 4161.1: Personal Illness/Injury Leave

Background (Describe purpose/rationale of the agenda item):

Adoption: Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ **Informational**

☐ **Discussion**

☐ **Approval**

☒ **Adoption**

☐ **Denial**

☐ **Ratification**

☐ **Explanation:** Click here to enter text.

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

PERSONAL ILLNESS/INJURY LEAVE

Certificated employees employed five school days a week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave), per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44979; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 – Catastrophic Leave Program)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine, (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour.

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

7. Need of the employee or employee's family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Use of Sick Leave (Continued)

8. Need of the employee to seek or obtain any relief of medical attention specified in Labor Code 230(c) and/or 230.1 for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave that would accrued during six months at employee's then current rate of entitlement: (Labor Code 233)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

PERSONAL ILLNESS/INJURY LEAVE (continued)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the district of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock (3:00) in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 – Probationary/Permanent Status)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Parental Leave

During each school year, any certificated employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of maternity or paternity leave (baby bonding) pursuant to Government Code 12945.2 shall receive, for up to 12 school weeks, his/her regular salary minus the actual cost of a substitute to fill the position or, if no substitute was employed, the amount that would have been paid had a substitute been employed. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such maternity or paternity leave. (Education Code 44977.5)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE

- 44964 Power to grant leave of absence in case of illness, accident, or quarantine
- 44965 Granting of leaves of absence for pregnancy and childbirth
- 44976 Transfer of leave rights when school is transferred to another district
- 44977 Salary deduction during absence from duties up to five months after sick leave is exhausted
- 44977.5 Salary deduction during absence from duties from maternity or paternity leave up to 12 weeks after sick leave is exhausted
- 44978 Provisions for sick leave of certificated employees
- 44978.1 Inability to return to duty; placement in another position or on reemployment list
- 44979 Transfer of accumulated sick leave to another district
- 44980 Transfer of accumulated sick leave to a county office of education
- 44981 Leave of absence for personal necessity
- 44983 Exception to sick leave when district adopts specific rule
- 44984 Industrial accident or illness
- 44986 Leave of absence for disability allowance applicant

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference Continued:

GOVERNMENT CODE

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

LABOR CODE

220 Sections inapplicable to public employees

230 Jury duty: legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

234 Absence control policy

245-249 Healthy workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5

5601 Transfer of accumulated sick leave

CODE OF REGULATIONS, TITLE 5

5601 Transfer of accumulated sick leave

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

PERSONAL ILLNESS/INJURY LEAVE (continued)

Verification Requirements (Continued)

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Verification requirements shall not discriminate against any employee on the basis of his/her religious practice.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Any short-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days a week are entitled to 12 days leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the performance of the employee's duties (Education Code 45199)

2. Absences due to pregnancy, childbirth, and recovery (Education Code 45193)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity as specified in Education Code 45207

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4261.11 - Industrial Accident/Illness Leave)

5. In any calendar year, an employee may use the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement for the following: (Labor Code 233, 246.5)

- a. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition for preventive care
- b. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

PERSONAL ILLNESS/INJURY LEAVE

Use of Sick Leave (Continued)

An employee may take personal illness or injury at any time during the school year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she may be entitled to request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 45202)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than 3 p.m. of the day preceding the day on which he/she intends to return to work.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50% of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall

PERSONAL ILLNESS/INJURY LEAVE**Continued Absence After Available Sick Leave Is Exhausted/Differential Pay (Cont'd)**

not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district and at district expense in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, may deny the request for additional leave.

PERSONAL ILLNESS/INJURY LEAVE

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
 2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
 - ~~3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available~~
- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)*
4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

PERSONAL ILLNESS/INJURY LEAVE

Legal Reference:

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45202 Transfer of accumulated sick leave and other benefits

LABOR CODE

230 Jury duty: legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees: domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170

Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th

510

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 111 (1970)

Regulation

approved: September 17, 2012

revised: December 17, 2020

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

PERSONAL ILLNESS/INJURY LEAVE

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Administrative Regulation 4200: Classified Personnel

Background (Describe purpose/rationale of the agenda item):

Adoption: Regulation updated to reflect **NEW LAW (AB 2160)** which eliminates the exemption of part-time playground positions from the classified service in merit system districts, thereby making those positions part of the classified service. Regulation also reflects **NEW LAW (AB 2261)** which eliminates the exemption from the classified service, in merit system districts, of community representatives employed in advisory or consulting capacities for not more than 90 working days per fiscal year. Paragraph moved to emphasize that employees in either merit or non-merit system districts who are exempted from the classified service must fulfill obligations related to physical examinations, fingerprinting, and tuberculosis tests.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Review Click here to enter text. |
| <input checked="" type="checkbox"/> Adoption | <input type="checkbox"/> Explanation: Click here to enter text. |

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

CLASSIFIED PERSONNEL

Exemption from Classified Service

Individuals hired solely for the following purposes shall not be part of the classified service:
(Education Code 45103)

1. Substitute or short-term employees, as defined, who are employed and paid for fewer than 195 work days per year, including holiday, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day
2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment
3. Full-time students employed part time
4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district pursuant to Education Code 51760-51769.5 is financed by state or federal funds

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Board Policy 5141.5: Mental Health

Background (Describe purpose/rationale of the agenda item):

Adoption: New policy addresses strategies and services to promote students' emotional well-being and mental health, including student instruction, staff training, crisis intervention, counseling services and referrals, Section 504 evaluation, and collaboration with mental health professionals, agencies, and organizations. Policy reflects **NEW LAW (SB 75, 2019)** which establishes the Mental Health Student Services Act for the purpose of supporting mental health partnerships among county mental health agencies and local educational agencies.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/> Adoption | |

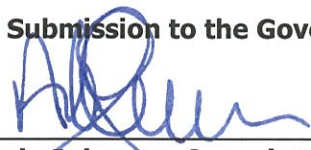
Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

MENTAL HEALTH

The Governing Board recognizes that students' emotional well-being and mental health contribute to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to build students' resiliency skills, help students cope with life challenges, and reduce the stigma associated with mental illness.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

The district shall provide instruction to students that promotes their healthy mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors, developing coping skills, and identifying resources that may provide assistance.

(cf. 6142.8 - Comprehensive Health Education)

The Superintendent or designee shall provide school staff with information and training to recognize the early signs of an emerging mental health condition, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, and link students with effective services and supports. Such information may also be provided to parents/guardians and families.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 5141.52 - Suicide Prevention)

MENTAL HEALTH (continued)

The Superintendent or designee shall develop a protocol for identifying students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and their parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

*Legal Reference:*EDUCATION CODE

215-216 Student suicide prevention

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49600 Responsibilities of school counselors

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

56171 Duty to identify and assess children in private schools who need special education services

56300-56385 Identification, referral, and assessment for special education

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5840-5840.8 Prevention and early intervention programs

5850-5886 Children's Mental Health Services Act

MENTAL HEALTH (continued)

Legal Reference:

UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Nondiscrimination on the basis of disability
CODE OF FEDERAL REGULATIONS, TITLE 34
34 CFR 300.1-300.818 Individuals with Disabilities Education Act

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL CHILD TRAUMATIC STRESS NETWORK PUBLICATIONS
Child Trauma Toolkit for Educators, 2008
WEB SITES
American Association of Suicidology: <http://www.suicidology.org>
American Foundation for Suicide Prevention: <https://afsp.org>
American Psychological Association: <http://www.apa.org>
American School Counselor Association: <https://www.schoolcounselor.org>
California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>
California Department of Health Care Services, Mental Health Services:
<http://www.dhcs.ca.gov/services/MH>
Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>
National Association of School Psychologists: <https://www.nasponline.org>
National Child Traumatic Stress Network: <https://www.nctsn.org>
National Council for Behavioral Health, Mental Health First Aid: <https://www.mentalhealthfirstaid.org>
National Institute for Mental Health: <http://www.nimh.nih.gov>
Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>
Suicide Prevention Resource Center: <https://www.sprc.org/about-suicide>
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: <http://www.samhsa.gov>

Policy
adopted: December 17, 2020
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: December 17, 2020

Agenda Item:

Enrollment Report for Month 3 (10/19/2020 – 11/13/2020)

Background (Describe purpose/rationale of the agenda item):

Click here to enter text.

Fiscal Impact (Cost):

N/A

Funding Source:

Click here to enter text.

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☒ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☐ **Approval**

☐ **Explanation:** Click here to enter text.

☐ **Adoption**

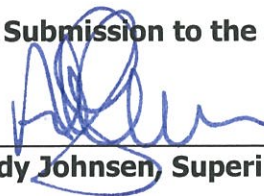
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

LAKESIDE UNION SCHOOL DISTRICT

MONTH 3

10/19/2020 - 11/13/2020

DATE: 12/2/2020

SCHOOL	K	1	2	3	4	5	6	7	8	SDC	HH	EAK	NON ADA	TK	M3 20/21 TOTAL	M3 19/20 TOTAL	VARIANCE
EUCALYPTUS HILLS														93	93	107	-14
LAKESIDE FARMS	96	87	98	102	74	85				27		0	0		569	635	-66
LAKEVIEW	94	127	98	118	118	110									665	709	-44
LEMON CREST	54	75	80	72	83	77				20		0	0		461	504	-43
LINDO PARK	53	64	58	66	63	57				30		0	0		391	462	-71
RIVERVIEW			151	149	141	134									575	623	-48
WINTER GARDENS	162	161													323	359	-36
LAKESIDE MIDDLE							268	242	238	16					764	796	-32
TIERRA DEL SOL							230	221	253	29					733	750	-17
HOME FLEX	15	22	12	10	8	12	5	5	3					2	94	21	73
DISTRICT TOTAL	474	536	497	517	487	475	503	468	494	122	0	0	0	95	4,668	4,966	-298

YEAR OVER YEAR COMPARISON

MONTH	AUG M1	SEP M2	OCT M3	NOV M4	DEC M5	JAN M6	FEB M7	MAR M8	APR M9	MAY M10	JUN M11	
2020-2021	4,674	4,673	4,668									
2019-2020	4,985	4,986	4,966	4,966	5,042	5,036	5,031	5,036	5,031	5,018	5,015	
2018-2019	5,073	5,054	5,054	5,046	5,098	5,110	5,098	5,090	5,081	5,070	5,028	
2017-2018	5,164	5,179	5,161	5,153	5,211	5,208	5,183	5,159	5,151	5,135	5,101	
2016-2017	5,051	5,039	5,045	5,031	5,103	5,091	5,080	5,059	5,071	5,050	5,023	
2015-2016	5,087	5,100	5,083	5,077	5,138	5,124	5,139	5,121	5,107	5,081	5,056	
2014-2015	5,003	5,005	5,010	4,992	4,986	5,040	5,008	5,021	5,015	5,006	-	
2013-2014	4,835	4,817	4,823	4,825	4,848	4,834	4,790	4,818	4,813	4,790	-	
2012-2013	4,395	4,387	4,372	4,365	4,369	4,375	4,363	4,367	4,365	4,348	-	