

LAKE SIDE UNION SCHOOL DISTRICT

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

District Administrative Center

February 13, 2020

Public Comments: 5:00 p.m.

Closed Session: Following Public Comments

Open Session: 6:00 p.m.

NOTICE OF THE REGULAR 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).

A. CALL TO ORDER AND ROLL CALL

B. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD (GOVERNMENT CODE SECTION 54954.3) – 5:00PM

During this time, citizens are invited to address the Board of Education regarding items **on or off** the agenda. Request-to-speak cards should be submitted before the start of the meeting. The Board may not take action on any item presented. The Board has policy limiting any individual speaker to four minutes or 20 minutes, for multiple speakers, on one subject.

C. CLOSED SESSION

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, Stacy Coble, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6.

D. OPENING PROCEDURES – 6:00PM

1. Reconvene
2. Welcome Visitors
3. Closed Session Report
4. The Pledge of Allegiance will be led by students from Lakeside Farms Elementary. Following the pledge, Principal Jim Rosa will share highlights from the school.

E. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

F. SUPERINTENDENT'S REPORT

Dr. Andy Johnsen will present overall district updates.

G. RECOGNITIONS

1. The Board will recognize **Kendall Ehlers**, Lakeside Farms 5th grader, who submitted the winning artwork for the Run for the Arts T-Shirt.
2. The Board will recognize EAK teachers: **Ines Martinez** (LC); **Tanith Sloan** (LP); and **Ashley Street** (LF).

H. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS NOTICE (GOVERNMENT CODE SECTION 54954.3)

During this time, citizens are invited to address the Board of Education. Request-to-speak cards should be submitted before the start of the meeting. The Board may not take action on any item presented. The Board has policy limiting any individual speaker to four minutes or 20 minutes, for multiple speakers, on one subject.

I. PRESENTATIONS

1. The District's Language TOSA, Alejandra Morales, will present district-wide Immersion information.
2. Assistant Superintendent Erin Garcia will present information on Charter Oversight.
3. Assistant Superintendent Kim Reed will present the findings on middle school Math Pathways.

J. 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.

SUPERINTENDENT

- 2.1 **Adoption** is requested of the minutes of the regular board meeting of January 16, 2020.
- 2.2 **Adoption** is requested of Resolution 2020-11, designating the week of February 24-28, 2020 as "Love of Reading Week" in the Lakeside Union School District and urging members of the community to participate by reading their favorite stories to district students.
- 2.3 **Selection** is requested of nine (9) candidates for the California School Boards Associations' Delegate Assembly for Region 17 (San Diego County).
- 2.4 **Adoption** is requested of the Guiding Principles for 2020-21 Budget Development.

HUMAN RESOURCES

- 3.1 **Adoption** is requested of Personnel Assignment Order No. 2020-07.

J. BUSINESS SERVICES

- 4.1 **Approval** is requested of the following monthly business items: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.
- 4.2 **Approval** is requested of an Agreement with Datel Systems, Inc. for up to two (2) one-year voluntary extensions for switch and wireless access points with installation. This contract is dependent upon the procurement of products and/or services (with conditions) at a cost of \$572,315 (after E-rate funding). If the district does not have 40% funding available, there is also no obligation to complete the project. (*Goal #3 – Physical Environments*)
- 4.3 **Approval** is requested of an Agreement with Facilitron for district-wide customer service software and online support for the development and implementation of an online facility request and rental system.
- 4.4 **Approval** is requested of a Short Form Construction Contract with TAD Excavation for the removal and replacement of existing storm drain pipes at Riverview Elementary at a cost of \$18,350 (paid from Routine Restricted Maintenance). (*Goal #3 – Physical Environments*)
- 4.5 **Approval** is requested of the following annual contracts for the 2019-20 school year: A) San Diego Youth Services, East County Behavior Health (Pupil Services); B) San Diego County Superintendent of Schools/SDCOE (BTSA, Ed Services); C) San Diego County Superintendent of Schools/SDCOE (ASES, ESS); and D) Sports for Learning (LC) (*Goal #1 - Academic Achievement and #2 - Social-Emotional*)
- 4.6 **Approval** is requested of the following fund raising events: A) Dine nights for the Robotics programs at Lakeside Middle School; and B) Art nights for the Color Guard program at Lakeside Middle School.
- 4.7 **Acceptance** is requested of the following donations to the District: A) Tiffany and Clint Young donated a K-1500 coffee maker to Lindo Park; B) Andria Aviles donated 3 Boomers gift cards, Makeaela Watt donated 3 \$200 sunglass gift cards, and McEvoy donated race cars for show choir sets to the Lakeside Middle School dance program; and C) DonorsChoose donated \$804.84 to Tierra del Sol Middle School.

ED SERVICES

- 5.1 **Approval** is requested of the 2018-19 PFT (physical fitness data) for our annual School Accountability Report Cards for all Lakeside Union School District sites. (*Goal #1 - Academic Achievement*)

PUPIL SERVICES

- 6.1 **Approval** is requested of out-of-state travel for Sheila Baker from March 1-6, 2020 to Cedar Crest, New Mexico for an assessment of a non-public school student (*Goal #2 – Social-Emotional*)

BOND

- 7.1 **Adoption** is requested of Resolution No. 2020-10, approving the revised Tierra del Sol Middle School project, making California Environmental Quality Act categorical exemption findings, approving the “piggyback” agreement for the revised project, and approving the expenditure of bond proceeds for the revised project. (*Goal #3 – Physical Environments*)

J. POLICIES, REGULATIONS & BYLAWS

- 8.1 **Adoption** is requested of Board Policy and Administrative Regulation 3515: Campus Security.
- 8.2 **Deletion** is requested of Board Policy and Administrative Regulation 5118: Open Enrollment Act Transfers.
- 8.3 **Review** is requested of Board Policy and Administrative Regulation 5154: Participation for Indian Pupils. This policy is required to be reviewed annually.
- 8.4 **Adoption** is requested of Board Policy and Administrative Regulation 7140: Architectural and Engineering Services.
- 8.5 **Adoption** is requested of Board Bylaw 9321: Closed Session.

K. INFORMATIONAL ITEMS

1. Enrollment Report for Month 5, ending January 10, 2020
2. Zero Williams complaints reported to the State as of January 31, 2020

L. DISCUSSION

1. *First Reading* of Board Policy and Exhibit 0420.41: Charter School Oversight.
2. *First Reading* of Board Policy and Administrative Regulation 1330: Use of School Facilities.
3. *First Reading* of Board Policy 3600: Consultants.

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

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

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 January 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

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



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

January 16, 2020
District Administrative Center

- | | |
|---|---|
| <p>A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 5:00 p.m. by Holly Ferrante, President, with the following members present: Andrew Hayes, Clerk; John V. Butz, Member; and Dr. Rhonda Taylor, Member. Also in attendance were Dr. Andrew Johnsen, Superintendent; Dr. Kim Reed, Assistant Superintendent; and Erin Garcia, Assistant Superintendent. Vice President Bonnie LaChappa was absent. Lisa DeRosier was present to record the minutes.</p> | <p>Call to Order</p> |
| <p>B. There were no requests to speak to the Board.</p> | <p>Public Comments</p> |
| <p>C. At 5:01 p.m. the Governing Board moved to closed session to discuss Conference with Labor Negotiator, Erin Garcia, regarding the California School Employees' Association, Chapter 240, pursuant to Government Code §54957.6; Conference with Labor Negotiator, Erin Garcia, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6; and Public Employee Performance Evaluation, Superintendent, pursuant to Government Code §54957.</p> | <p>Closed Session</p> |
| <p>D. At 6:00 p.m. President Ferrante called the regular meeting to order. She welcomed guests, notified the audience that the meeting is being audio recorded, and reported on the closed session items as follows:</p> | <p>Welcome</p> |
| <ol style="list-style-type: none"> 1. No action was taken on Conference with Labor Negotiator, Erin Garcia, regarding negotiations with the California School Employees' Association, Chapter 240, pursuant to Government Code §54957.6. 2. No action was taken on Conference with Labor Negotiator, Erin Garcia, regarding negotiations with the Lakeside Teachers Association, pursuant to Government Code §54957.6. 3. No action was taken on Public Employee Performance Evaluation, Superintendent, pursuant to Government Code §54957. | <p>Closed Session
Report</p> |
| <p>The pledge of allegiance was led by patrol students from Lindo Park. Following the pledge, Principal Nina Drammissi shared highlights from Lindo Park, including: safety patrol since 1949; counselor and TOSA work; wrap-around services; performing arts; inquiry-based science; student profile; academics; and much more.</p> | <p>Flag Salute
Lindo Park
Spotlight</p> |
| <p>E. Clerk Hayes wished everyone a happy new year. He is privileged to be part of the CSBA Delegate Assembly and will be watching a few new bills that may affect the district. He participated in the Math Taskforce meeting where we are looking at all our options for middle school Math pathways.</p> | <p>Trustee's Reports
and Comments</p> |

Member Taylor acknowledged the loss of two El Capitan boys last week. She knew one of them well from her time at Lakeview. It is very sad.

E. TRUSTEE REPORTS AND COMMENTS (CONTINUED)

Member Butz had no formal report.

President Ferrante welcomed everyone back and wished them a happy new year.

- F. Dr. Johnsen commented that we received the Governor's budget and it's not as rosy as anticipated. We are going to have to make some reductions so we don't get to crisis mode. He commented that the LCAP is not a blank slate, it's an ongoing process. Setting goals for improvement and making adjustments as we go. Kim is working with committees to gather input and analyze performance data for the next three years. We are looking at what our capacity is and will focus on, sustainable, deep and meaningful work. Bond Measure R will be on the March 3rd ballot. He urged everyone to go out and vote. Run for the arts is on Saturday February 1st. Hope everybody can make it out for this great event.

Superintendent's
Report

- G. 1. The Board recognized Ivrie Braley, Lakeview's Safety Patrol Captain, who was selected as the Honorary Colonel of Lakeside. Principal Staci Arnold commented that she represented Lakeview beautifully.
2. The Board, along with Dr. Patricia Fernandez, recognized Pastor Ralph Goodrich and his work with the Lakeside Helps Center since 1988. He was presented with a certificate of appreciation and a mug.

Honorary
Colonel

Pastor Ralph
Goodrich

- H. There were no requests to speak to the Board.

Public Comments

- I. Dr. Kim Reed presented information on the California Dashboard. The scores were released last week. There are different indicators based on colors (status and change). Chronic absenteeism: yellow. Students absent more than 10% of the school year. We are at 8.7% (state average 10%). We are doing pretty well with our absenteeism percentages. Suspension rate: orange (3.2% suspended at least once – average 3.4%). Academic indicator (yellow). Above standard by .6 as the state shows 3 points above standard. Math (orange): 25.7% below standard. 2018 our district was in differentiated assistance. Eucalyptus Hills and Winter Gardens both show scores even though they didn't test. This is a "pair and share" where the State matches two schools together. Dr. Reed commented that some schools have a strong focus on Math some ELA. We focused our efforts last year on trying to remedy social-emotional needs. Once those supports play out, academics should improve. We don't really have a common language for high quality instruction in this district. As a district we haven't developed expectations for every student. We will address these concerns in the LCAP.

Performing Arts
Presentation

- J. It was moved by Member Butz and seconded by Member Taylor to designate all Items of Business to the consent agenda with the exception of Items 2.2, 4.4 and 7.2. The motion carried unanimously to designate Items of Business 2.1, 3.1, 4.1, 4.2, 4.3, 5.1, 5.2, 6.1, 6.2, and 7.1 to the consent agenda.

Consent Agenda

- 1.1 It was moved by Clerk Hayes and seconded by Member Butz to adopt the following items of business:

Items of Business

- 1.2 There was no discussion on items of business.

Discussion

SUPERINTENDENT

- 2.1 A motion to adopt the minutes of the regular board meeting of December 19, 2019.

Adopt Minutes

J. HUMAN RESOURCES

- 3.1 A motion to adopt Personnel Assignment Order No. 2020-06.

Adopt PAO

BUSINESS SERVICES

- 4.1 A motion to approve the following monthly business items: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.

Approve
Monthly Reports

- 4.2 A motion to approve the 2020-21 E-rate RFP and award the bid to Datel Systems, Inc. for Switch and Wireless Access Points with Installation. Bid closed November 22, 2019. In the event that E-rate funding is not approved or only partially approved, the district reserves the right to cancel any or all of the work awarded as a result of this proposal. If district does not have 40% funding available, there is also no obligation to complete the project.

Approve E-rate
RFP

- 4.3 A motion to approve the following annual contracts for the 2019-20 school year: A) Bill Lane & Associates, Inc. (Student Transportation – 1 day); B) San Diego Center for Children Academy (Special Ed, Non-Public School); and C) San Diego Superintendent of Schools (BTSA, Ed Services).

Approve Annual
Contracts

ED SERVICES

- 5.1 A motion to approve the Single Plan for Student Achievement (SPSA) from each school site. The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the schools through any sources identified will be used to improve the academic performance of all pupils.

Approve SPSA's

- 5.2 A motion to approve the 2018-19 School Accountability Report Card plans for all Lakeside Union School District sites. The CDE requires approval of the SARC's prior to the publishing deadline of February 1, 2020.

Approve SARC's

BOND

- 6.1 A motion to approve a Continuing Disclosure and ADTR Services Agreement with Dale Scott and Company for continuing disclosure services related to the District bonds, including preparation of the annual report of the Bond, updated filings as needed, and preparation and filing of the Annual Debt Transparency Report (ADTR) not to exceed \$7,500.

Approve
Agreement with
Dale Scott & Co.

- 6.2 A motion to approve a Notice of Completion for the installation of shade structures at Eucalyptus Hills and Winter Gardens Elementary schools with GEM Industrial, Inc. The total cost of the contract is \$456,000.

Approve Notice
of Completion at
EH & WG

POLICIES, REGULATIONS & BYLAWS

- 7.1 A motion to adopt Board Policy 5131: Conduct.

Adopt BP 3100

Motion carried 4:0:1 (Ayes: Butz, Ferrante, Hayes, Taylor; Absent: LaChappa).

J. ITEMS OF BUSINESS (CONTINUED)

2.2	<u>It was moved by</u> Clerk Hayes and seconded by Member Butz to table Resolution No. 2020-09, in support of Proposition 13: Public Preschool, K-12, and College Health and Safety Bond Act of 2020 Assembly Bill 48. Motion carried 2:2:1 (<u>Ayes:</u> Butz; Hayes; <u>Noes:</u> Ferrante; Taylor; <u>Absent:</u> LaChappa)	Table Resolution
4.4	<u>It was moved by</u> Member Butz and seconded by Clerk Hayes to approve the following donations to the District: A) Holly Ferrante Farmers Insurance donated Lakeshore Educational Supplies (valued at \$100.80) to Lindo Park; and an easel from Lakeshore (valued at \$98.19) to Riverview; B) El Capitan Stadium Association donated \$2,500 for books to Lindo Park; C) National Foundation for Autism Research donated \$500 to Lemon Crest for a sensory center; D) Shannyn Allen donated \$462.79 to the Robotics program at TdS; and E) DonorsChoose donated \$2,389.98 to various sites. Motion carried 4:0:1 (<u>Ayes:</u> Butz; Ferrante, Hayes, Taylor; <u>Absent:</u> LaChappa)	Accept Gifts to the District
7.2	<u>It was moved by</u> Clerk Hayes and seconded by Member Taylor to amend Board Bylaw 9323: Meeting Conduct to retain the four (4) minutes for public comments. Motion carried 4:0:1 (<u>Ayes:</u> Butz; Ferrante, Hayes, Taylor; <u>Absent:</u> LaChappa)	Adopt BB 9323
K.	1. Erin Garcia presented the Enrollment Report for Month 4, ending December 13, 2019. She shared that enrollment was flat from the prior month, but we've enrolled 27 new students in January so far.	Enrollment Report
	2. Erin Garcia presented the Quarterly Investment Reports, San Diego County Treasury Investment Pool, as of quarter ended on September 30, 2019.	Investment Reports
L.	1. First reading of Board Policy and Administrative Regulation 3515: Campus Security. The Board requested the policy come back next month for adoption.	BP/AR 3515
	2. First reading of Board Policy and Administrative Regulation 7140: Architectural and Engineering Services. The Board requested the policy come back next month for adoption.	BP/AR 7140
	3. First reading of Board Bylaw 9321: Closed Session. The Board requested the policy come back next month for adoption.	BB 9321
M.	1A. LTA President, Cathy Sprecco, commented on the upcoming PD day and the theme of self care as teacher morale is low these days due to student behaviors. She acknowledged that the District has provided support, much more than in the past, but students are destroying classrooms and teachers are threatening to leave the profession. They do not feel safe. She believes we may need to re-evaluate our policies and our priorities.	LTA President
	1B. CSEA President, Lisa Ford, commented that their E-board will be same as last year as a result of a recent election. She is looking forward to this year and improving communications. She thanked Dr. Reed for inviting her to join the EL discussion. She is looking forward to the upcoming professional development.	CSEA President

M. REPORTS TO THE BOARD (CONTINUED)

- | | |
|--|------------------|
| 2A. Erin Garcia, Assistant Superintendent, commented on the Governor's proposal. He calls for constrained growth and says that the economy is not contracting, but the economy is slowing down considerably. The LCFF funding and COLA came in at 2.29%. In the first interim we used an estimate of 3% so our financial projections will be slightly lower. Special Education will see a change to SELPA as a result of AB 602. There is a change in the way it's calculated. There are one-time preschool special education funding. It is half the amount we received previously and now has strings tied to it. The State wants to see increased or improved services. This is all very preliminary and subject to negotiations with the legislature before being finalized. Absent from his proposal was anything related to pensions. There is no one-time funding for school districts. | Erin Garcia |
| 2B. Dr. Kim Reed, Assistant Superintendent, commented on the committees she has been spearheading: District Learning Team, Student Profile and Tech Vision committees to help with the work of the LCAP. Orenda has been working on gathering data with teacher advisory groups. There will be district-level opportunities for community members to give input and focus groups with students. There are surveys going out to staff and parents, posted on our website. Sites are evaluating their goals. Principals are carving out staff meeting time. The Math Pathways group has met since we last spoke. The next and final meeting will be in February. Dr. Reed is very excited about the PD day tomorrow. The theme is school colors gone wild. She shared the trophy that will go to the school with the most spirit. Her team worked hard to put something together worthwhile and are very pleased with all the offerings for the day. | Dr. Kim Reed |
| 2C. Dr. Andy Johnsen, Superintendent, commented on the conversations about budgets and crafting our LCAP. We all recognize this is not fun and don't want to be in this financial position. The last time we dealt with this our reserves were higher and the pension obligations weren't so costly. We will hold a board study session next month to have an open conversation about it. We are hopeful we'll be able to work it through collaboratively. Thank you for your support. | 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 7:30 p.m. | Adjournment |

Andrew S. Johnsen, Ed.D.
Superintendent

Andrew Hayes
Clerk of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Resolution #2020-11

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

A resolution designating the week of February 24-28, 2020 as "Love of Reading" Week in the Lakeside Union School District and urging members of the community to participate by reading their favorite stories to district students.

Fiscal Impact (Cost):

None

Funding Source:

N/A

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

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:

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

RESOLUTION NO. 2020-11

THE HEATHER O'ROURKE MEMORIAL LOVE OF READING WEEK AND COMMUNITY READ-IN

WHEREAS, the week of February 24–28, 2020, has been designated as "Love of Reading Week"; and;

WHEREAS, the Lakeside Union School District strives to motivate young people to develop a life-long habit of reading; and;

WHEREAS, Heather O'Rourke was an active member of the Tierra del Sol Middle School Literary Club until her untimely death;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lakeside Union School District declares Friday, February 28, 2020 as the Heather O'Rourke-Lakeside Union School District Community Read-In, and urges members of the community to participate by reading their favorite stories to district students.

PASSED AND ADOPTED this 13th day of February 2020, by the Lakeside Union School District Board of Trustees, San Diego County, by the following vote:

AYES:

NOES:

ABSENT:

I, Andrew Hayes, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a regular meeting thereof, held at its regular place of meeting, at the time and by the vote stated, which resolution is on file in the office of the said Board.

Andrew Hayes

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

CSBA Delegate Assembly Ballot

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

The Board is asked to vote for nine (9) representatives 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, 2020 through March 31, 2022.

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**

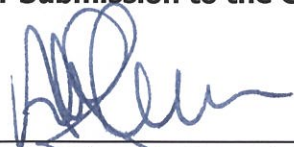
☐ **Explanation:** [Click here to enter text.](#)

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Andy Johnsen, Superintendent

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

CORRECTED OFFICIAL 2020 DELEGATE
ASSEMBLY BALLOT REGION 17
(San Diego County)

(Vote for no more than 9 candidates)

Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

**denotes incumbent*

<input type="checkbox"/> Barbara Avalos (National SD)*	<input type="checkbox"/> Eric Joyce (Oceanside USD)
<input type="checkbox"/> Maria Betancourt-Castaneda (National SD)	<input type="checkbox"/> Claudine Jones (Carlsbad USD)*
<input type="checkbox"/> Stacy Carlson (San Marcos USD)	<input type="checkbox"/> Gee Wah Mok (Del Mar Union SD)
<input type="checkbox"/> Brian Clapper (National SD)*	<input type="checkbox"/> Tamara Otero (Cajon Valley Union SD)
<input type="checkbox"/> Maria Dalla (National SD)	<input type="checkbox"/> Elva Salinas (Grossmont Union HSD)*
<input type="checkbox"/> Eleanor Evans (Oceanside USD)*	<input type="checkbox"/> Marla Strich (Encinitas Union ESD)*
<input type="checkbox"/> Katherine Fitzpatrick (Del Mar Union SD)	<input type="checkbox"/> Cipriano Vargas (Vista USD)*
<input type="checkbox"/> Humberto Gurmilan (San Ysidro SD)	

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

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

Signature: Barbara Avalos

Date: 1/2/2020

Name: Barbara Avalos

CSBA Region & subregion #: 17

District or COE: National School District

Years on board: 11

Profession: Pre Need Counselor Contact Number (please V ☒ Cell ☐ Home ☐ Bus.): 619-550-6856

*Primary E-mail: barbaraava@hotmail.com

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 7 years

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

In my 11 years as a member of the Governing Board, I have been involved in the selection committee for the Superintendent, Assistant Superintendent, Director and Principal searches. I have attended many functions representing the District and Governing Board in the community as well as having attended program assemblies, open houses, and parent nights at each of the school sites. Furthermore, I have visited each classroom in the District each year I have been a Governing Board member. I have completed the Masters in Governance Program and have attended the annual conferences in which I have strengthened my abilities and understanding as a member of the Governing Board. I have been involved in several committees throughout the community (health care, immigration, NALEO, etc.). I have served on the committee for the City area plan, which includes affordable housing. I also serve on the Board of Directors for the San Diego Organization Project (SDOP). With the SDOP I worked to remove hazardous auto/body shops that were dangerously close to schools.

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

I am our Governing Board's liaison to the Delegate Assembly, where I have assisted several times on the validation committee for the Golden Bell Award. I have participated as Principal for a Day for the Sweetwater Union High School District. As Board Clerk, I represented our District on the South County Region Committee with the challenge of developing a common calendar. As Board President I worked with our community on the passing of a local bond to help with upgrading our schools. With the passing of the bond, our District was able to, on a very short timeline, complete electrical and technology upgrades as well as install air conditioning at several of our sites, with the completion of the remaining four schools in the summer of 2016. I have been involved in the development of our Strategic Plan as well as in the Local Control Accountability Plan. When re-elected, I shall continue to serve the diverse population of this region as well as the State that advocates for this region.

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

There are three major challenges facing school boards in California. First the volatile funding mechanism that the State has in place for schools where we have good funding years and bad funding years. School boards are forced to make difficult decisions during tough economic times that often negatively impact students in the classroom. The second issue relates to the lack of statewide funding and support for the building and maintenance of school buildings. Over the past few years, the total cost and support for these types of initiatives have been solely placed on the local communities. This is a major issue, especially in low income communities where school districts are less able to raise the money than school districts in more affluent communities. The third issue relates to testing and accountability and the need to have clear and fair accountability systems in place that support and encourage maximum student achievement in the State. CSBA can act as a voice for change and as an advocate for districts.

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

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

Signature: Maria Betancourt-Castaneda

Date: 1/7/2020

Name: Maria Betancourt-Castañeda

CSBA Region & subregion #: 17

District or COE: National School District

Years on board: Five

Profession: Parent/Self Employed Contact Number (please v ☐ Cell ☐ Home ☒ Bus.): 619-495-8563

*Primary E-mail: mbcastaneda@nsd.us

(*Communications from CSBA will be sent to primary email)

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.

As a board member, I believe my role is to empower and advocate for the students, staff, and parents that I serve. I feel honored to support the community where I also grew up. I am hard working, organized, reflective, and reliable; and believe that these are strong skills needed to be an effective delegate. My reputation is one who will provide a voice for all stakeholders, and one who is not afraid to ask difficult questions. I am proud of the growth that we have achieved at the local level since I have been on the Board, and would love to contribute at an even greater level as a Delegate for Region 17.

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

Serving as Board President for 2018, and Board Clerk for 2017, have provided me valuable leadership experience. I would characterize my involvement as an active Board member at meetings, visible at our school sites, and connected with the community. I am a CSBA Master's in Governance graduate, and regularly participate in CSBA workshops, Legislative Action Days, as well as the annual conference. In addition, I am an involved member of the National Association for Latino Elected Officials, and stay well connected with our local legislators. I've also held president and Board positions for the local youth football and cheer program, school PTO, and my neighborhood homeowners association.

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

The biggest challenge facing Governing Boards is securing fair funding from the State. Boards constantly have to balance expenditures for mandates and laws, with local initiatives and programs. Special education and pension increases are just two areas where the state needs to allocate adequate funding to meet mandates. Without fair funding, Boards are forced to find ways to cut programs in order to pay for these requirements. CSBA can continue to support local Boards with this effort by suggesting resolutions and policies, expanding the PACER program, facilitating Legislative Action Days, and supporting improved delegate communication throughout each region.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

Delegate Assembly Biographical Sketch Form for 2020 election

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Signature: _____ **Date:** 12/19/20 _____

Name: Stacy Carlson CSBA Region & subregion #: 17
District or COE: San Marcos Unified Years on board: 5
Profession: Business Owner/ Parent Contact Number (please v ☐ Cell ☐ Home ☐ Bus.): 760-492-1883
*Primary E-mail: stacyncarlson@yahoo.com
(*Communications from CSBA will be sent to primary email)
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.

As a mother of a school aged child, I am strongly interested in protecting and improving public education in California. I am particularly interested in legislative processes and procedures and will be completing my Master's in Public Affairs from UC Berkeley in May. I enjoy bridging the gap between education and politics in order to help adults be better advocates for our kids.

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

In my 5 years on the board, I have been board president twice and participate in the annual CSBA legislative action day. I am passionate about issues of equity and inclusion and am committed to working to bridge the achievement gap. I am a classroom and community volunteer and was awarded the 2018 Spirit of the Community award for my work as a social justice advocate.

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

The biggest challenge governing boards face is the lack of adequate funding. In addition, Boards are also faced with challenges concerning student achievement and school facilities. I am very interested in working more with CSBA to leverage it's more than 5000 elected board members' voices to effectively advocate for better fiscal, educational, and facilities policy.



Delegate Assembly Biographical Sketch Form for 2020 election

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Signature: Brian Clapper Date: 12/19/19

Name: <u>Brian Clapper</u>	CSBA Region & subregion #: <u>17</u>
District or COE: <u>National School District</u>	Years on board: <u>8</u>
Profession: <u>Retired</u>	Contact Number (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.): <u>619-405-7217</u>
*Primary E-mail: <u>bclapper@nsd.us</u>	
(*Communications from CSBA will be sent to primary email)	
Are you an incumbent Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, year you became Delegate: <u>2014</u>	

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

I have enjoyed serving as a delegate for the past five years; and wish to continue serving in this leadership capacity. I believe I still have much work to do as a delegate, especially in relation to advocacy around Full and Fair Funding. As a Board member, I am extremely involved in my community and can bring a greater voice into our delegate discussions. I have a love for children and value the ability for all to receive an exceptional education. As a delegate, I am a strong advocate and believe that I can help bring about positive change through collaboration and teamwork.

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

I would describe myself as an extremely active Board member. I have served in all positions including President and Clerk. Each week I visit schools, both formally with the Superintendent as well as through staff invitations. I regularly attend CSBA's annual Legislative Action Day, and support Board efforts at both the State and local level. I make it a point to visit other Board meetings in my area; and participate in collaborative joint school board's meetings with other South County Boards. To compliment my work on the board, I serve as the Executive Director for the Chamber of Commerce as well as the First Vice District Governor for the Lion's 4L6. I am extremely proud of our signature One Sight Clinic and our Annual Spirit of the Holiday's Programs.

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

I believe that Full and Fair Funding is the biggest challenge currently facing governing boards. We need to continue to advocate at the State level through our collective voice as local boards and delegates. Having CSBA provide opportunities for delegate collaboration and open doors to legislators across the state is key in achieving our mission. If I am selected to continue in my role as delegate, I will wholeheartedly support these efforts.

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

Signature: Maria Dalla

Date: 1/7/2020

Name: Maria Dalla

CSBA Region & subregion #: 17

District or COE: National School District

Years on board: Five

Profession: Retired Contact Number (please V ☒ Cell ☐ Home ☐ Bus.): 619-318-4031

*Primary E-mail: mdalla@nsd.us

(*Communications from CSBA will be sent to primary email)

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.

I am seeking to become a California School Boards Delegate because I want to participate in the policy making process to ensure that the California School Boards Association reflects the interests of the National School District and all school districts and county offices throughout the state. I have completed the California School Boards Association Masters in Governance Program and will continue to gain insight by seeking every opportunity to be informed and continuing to learn. I believe that I am a strong communicator, and would be well-suited to provide two-way communication between the Delegate Assembly and local board members. I am ready to fulfill a critical governance role within the Association as a delegate.

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

Community involvement and a fierce desire to advocate for the students of the National School District is my main motivation for having sought election to the National School District Governing Board. Now in my sixth year as a school board member, I continue to invest a great deal of time educating myself and gaining skills that will help me make informed decisions for the betterment of our students and our district. I have served both as president and clerk of my local Board; and regularly participate in district functions. Each year I engage in CSBA's Annual Education Conference as well as Legislative Action Day.

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

I see the allocation of school districts' limited resources as the biggest challenge facing most governing boards. There are many additional programs and projects that would benefit our students, but there is only "one pot of money" and many essential financial responsibilities pertaining to running a district that must be considered. CSBA can help governing boards by continuing to foster effective relationships with the Legislature, the Governor's office, Congress, the White House, administrative agencies and educational organizations to provide us the latest news and facts so that we can render effective local policy decisions that affect our districts.

Delegate Assembly Biographical Sketch Form for 2020 election

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Signature: Eleanor Evans

Date: 12/18/2019

Name: Eleanor Evans

CSBA Region & subregion #: 17

District or COE: Oceanside Unified School District

Years on board: 3

Profession: School Board Member Contact Number (please v ☒ Cell ☒ Home ☒ Bus.): 7605807208

*Primary E-mail: Eleanor.Evans@oside.us

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2017

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

High quality public education must be provided to all students. I will continue to advocate strongly for effective policies which protect education and promote your interest. My experiences are: elementary and secondary educator; College Adjunct Professor; Race/Human Relations Facilitator; State of California Commissioner for Common Core; Credentialing Proficiency Commission; school administrator; Teacher Corps Team Leader. Skills: collaborator, listener, problem-solver communicator, fund-raiser, organizer; Director for Youth Conservation Core; Master in Governance

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

Oceanside Unified School Board: President; Clerk of the Board; Superintendent Hiring; Ethnic Studies Committee; Prevented Teacher strike OUSD enroll in VEBA-budget reduced
National Education Association Delegate Representative Assembly; Resolutions-ByLaws Committee;
San Diego Education Association Board of Directors; California Teachers Association State Council Rep; SOGI Committee organize first Conference, Ethnic Minority Affairs Committee; County of San Diego Urban League-developed Costco Center Market Street; CSBA Delegate S.D. ByLaws Committee

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

Finance is the mother's milk in education and quality curriculum is the bread and butter for high quality public education which meets - no, exceeds the needs of ALL students regardless of zip code. FINANCE: Money in the budget for operating expenses, competitive salaries, step and column, benefits; update and construct facilities; school supplies TK and full day kindergarten; enrichment summer school. CURRICULUM: overcrowded classrooms; bullying; Social and Emotional Learning; STEAM/STEM and bilingual teachers; Ethnic Studies; Career Tech Education; Special Education. CSBA's ADDRESS: BE MORE PROACTIVE

Eleanor Evans
2217 Valley Road
Oceanside, California 92056

Cell #760.580.7208
Email Eleanor.Evans@oside.us

SUMMARY OF EXPERIENCES	Educator: Secondary, Elementary, Adult Education, and Higher Education; Curriculum Writer; Professional Writer and Research; Interpersonal and Inter-Group Facilitator for Adults; Media Relations; Secondary Administrator; Staff Developer; Union Organizer; Director, Forestry Conservation Upper Management; Elected Public Official
EDUCATION	San Diego State University Bachelor of Arts, Social Science and Economics Master of Science, Counseling Education National Endowment for the Humanities (NEH) Fellow
COMMUNITY	County of San Diego Urban League Board of Director, Executive Committee, Chaired Committee to supervise design, finance and construct Gateway Industrial Parks (Costco and south Market Complex) Market Street, San Diego CA
ASSOCIATIONS	California School Board Association – Region 17, Delegate Assembly California Teachers Association State Council Representative Assembly San Diego Education Association Board of Directors National Education Association Representative Assembly National Education Association Resolutions and By-Laws Committee
AWARDS	North San Diego County National Association for the Advancement of Colored People (NSDC-NAACP) Life Time Achievement Award California Teachers Association State Human Rights Award California Teachers Association State Award “We Honor Our Own (WHO Award)” San Diego County California Teachers Association local “We Honor Our Own WHO Award” North County San Diego National Association for the Advancement of Colored People (NSDC-NAACP), Keynote Speaker for Martin Luther King Celebration 2015 National University Community Leadership Who’s Who of Black America Who’s Who of American Women



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Signature: Kath CP

Date: 1/6/2020

Name: Katherine Fitzpatrick

CSBA Region & subregion #: 17

District or COE: Del Mar Union Elementary

Years on board: 1

Profession: Teacher/School Counselor Contact Number (please ✓ ☒ Cell ☒ Home ☐ Bus.): 858-525-1344

*Primary kfitzpatrick@dmusd.org

E-mail: _____

(*Communications from CSBA will be sent to primary email)

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.

I am passionate about education on all levels, from the global to the local, as well as within my own home, where I am a mother to three children, ages 4, 3, and 1. I believe in education's power to transform, enhance, and empower lives and would like to be given the opportunity to contribute my voice in the discussion on how schools can best access this potential. My husband and I are both educators and our family has a vested interest in public education. I have taught in a variety of settings throughout both San Diego County and abroad in Mexico. These experiences have expanded my worldview and understanding of student needs and best educational practices.

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

Currently, I am a member of our local Legislative Action Network and participate in discussions regarding educational policy and reform with fellow legislative representatives at an annual legislative action day. In this role, I also attend the SF(2) annual update to stay current on state budget and policy adoptions. I have attended two CSBA Educational Conferences as well as the 2019 Legislative Action Day in Sacramento. I participate in monthly school site visits throughout our district along with other districts events such as school bond planning sessions, parent information events, and educational programming events. I am also a member of a regional school board book club that meets quarterly to discuss topics related to local educational trends, issues, and policy. Although last year I was unable to attend any of the Masters in Governance courses due to my parenting schedule, I plan to enroll in this series this year and begin this program.

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

The biggest challenge I see that governing boards face is prioritizing and allocating limited resources while balancing the many and varied needs within the district. CSBA has a powerful voice across the state. School board members represent children, who are unable to vote, so we must act on their behalf and do our best to ensure they are receiving the highest quality education we can provide. CSBA can continue to advocate for full and fair funding, along with policy reforms that create more equity and expand educational opportunities for all students throughout the state of California. CSBA has the ability to be a model for other states to follow.

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Signature: Humberto Gurmilan Jr.

Date: 01-03-2020

Name: Humberto Gurmilan

CSBA Region & subregion #: 17

District or COE: San Diego

Years on board: 1

Profession: College Professor **Contact Number (please v ☐ Cell ☐ Home ☐ Bus.):** (619) 250-2291

***Primary E-mail:** humberto.gurmilan@sysdschools.org

(*Communications from CSBA will be sent to primary email)

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.

I would like to represent the nearly 4500 students and other members of our district and community so that their needs are met and we have the best opportunity to succeed. I believe there is a lack of representation at CSBA from our south San Diego region and I would like to provide that representation.

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

I have been on the SYSD governing board for the past year and have immersed myself in my role by actively participating in district events, engaging consistently with stakeholders and preparing myself through professional development in the form of Masters of Governance course, CSBA AEC and other resources.

I am the founder of the Gurmilan Foundation and actively participate in my community.

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

The biggest challenges we face are declining enrollment, higher pension costs and higher Special Education costs. These huge issues are impacting our districts ability to provide fair and equal opportunity to all students. Other areas that need significant attention include social services and behavioral support for students, homelessness and deteriorating facilities.

Humberto Gurmilan
(619) 250-2291 - hgurmilan@gmail.com
158 Blando Ct. San Ysidro, Ca. 92173
www.humbertogurmilan.com

Education

2008-2009 National University

San Diego, CA

❖ **M.A., Strategic Communication**

- Developed comprehensive strategic marketing plan for a healthcare organization.
- Conducted PR training for physicians at Sharp Healthcare.

2000-2003 San Diego State University

San Diego, CA

❖ **B.A., Communication**

Professional Involvement

Entravision Corp., XHAS Telemundo 33, Sports Producer/Anchor

2003-2017

- Oversee development and production of Spanish language segments for San Diego, Las Vegas and Palm Springs.
- Produce appealing and dynamic sports segments focused on increasing audience.
- Produce and cover local and international sporting events for live shots and post-produced materials.
- Manage department with two field photographers focused on newsgathering on both sides of the US/Mexico border.

San Ysidro School District Governing Board, President

2018-Present

- Fiscal and overall oversight of district's 60 million budget
- Collaboration with Superintendent
- Set vision and direction for district

Gurmilan Foundation, Director/Founder

11/2015-Present

- Founded the Gurmilan Foundation to help people with disabilities in underserved communities.
- Development of a strategic plan for the institution to help expand services and increase consumers.
- Day-to-day operation of administrative duties as well as programs in the community.

Teaching Experience

San Diego City College, Oral Communication Adjunct Lecturer

2011-Current

- Planned and facilitated over 25 sections of COMS 103 Oral Communication.
- Developed Introduction to Broadcasting course – RTVF 149
- Blackboard and Canva training

Southwestern College, Adjunct Lecturer

2017-Current

- 103 Oral Communication
- 151, 171 Journalism
- 200 Communication

Southern New Hampshire University, Online Adjunct Lecturer

2017-Current

- 212 Intro to Public Speaking (Online course)
- 127 Intro to Communication
- 227 Public Relations

Awards

2016	NATAS PSW Emmy Award for Best Documentary, "Una Vez Más".
2014	"Inspirational Leader of the Year" Nominee, San Diego Latinos Making a Difference Awards
2013	"Southwestern College Sun Award of Achievement"
2012	"Remarkable Citizen" The Consulate General of Mexico in San Diego
2012	"No Limits Awards" Nominee for overcoming adversity.
2001	CCNMA La Pluma Award for best feature writing.
1997	Eagle Spirit Award of Achievement Sharp Healthcare



GOVERNING BOARD

Humberto Gurmilan, President
Antonio Martinez, Vice-President

Rudy Lopez Clerk
Irene Lopez, Member
Rosaleah Pallasigue, Member

Quality education and opportunity for all students to succeed

January 22, 2020

Board of Trustees
CSBA Region 17
San Diego County

Re: Humberto Gurmilan, CSBA Region 17 Delegate Assembly Candidate

Dear Members of the Governing Board,

On December 19, 2019, at the San Ysidro School District Governing Board Organizational Meeting, the board unanimously nominated Humberto Gurmilan, as a candidate for the California School Boards Association Delegate Assembly representing Region 17.

Board President Gurmilan was elected to the Governing Board in 2018. During his first year, Board President Gurmilan immersed himself as a board member by actively participating in district events, focusing on instruction & curriculum by visiting classrooms in our District, engaging consistently with teachers, staff, parents and students, and enhancing his skills through participation in the CSBA Masters in Governance program and CSBA Annual Education Conferences. He traveled to Sacramento lobbying for public education and full and fair funding. Board President Gurmilan is a strong advocate for children, especially, children with special needs. He was elected Board President at the December 2019 Organizational Meeting.

Humberto Gurmilan is an Emmy award winning journalist and producer who spent 14 years in the media. He is also the Founder and Director of The Gurmilan Foundation. His Foundation is dedicated to empowering and helping young people with disabilities to reach their full potential. Board President Gurmilan is an advocate for creating awareness about disabilities and is frequently asked to speak in the community to spread his positive message of inclusion and hope.

Board President Gurmilan received his Associate of Arts degree in Journalism from Southwestern College and a Bachelor of Arts degree in Communications from San Diego State University. He earned a Master's Degree in Communications and wrote a book entitled "From My Chair," also written in Spanish, "Desde Mi Silla." Board President Gurmilan is a former Sports Anchor at Telemundo 33 and currently is a journalism professor at Southwestern Community College, San Diego City College and New Hampshire University.

Please join our Governing Board in supporting Board President Gurmilan's candidacy to the California School Boards Association's Delegate Assembly as a Region 17 representative.

Sincerely,

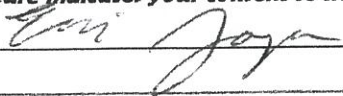
Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

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Signature:  Date: 1-6-2020

Name: Eric Joyce CSBA Region & subregion #: 17
District or COE: Oceanside Unified School District Years on board: 1
Profession: Special Educator Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): 804-647-4920
*Primary E-mail: eric.joyce@oside.us
(*Communications from CSBA will be sent to primary email)
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.

The CSBA delegation leads the policy discussion among district leadership and I am interested in being a voice in that conversation because policy is the most direct expression of our moral imperatives. As an educator, parent and board member, I can bring forth multiple perspectives. One skill I think is valuable to this work is focused patience. We cannot solve all of the flaws in our education system at once, but we can put our resources to bear on leverage points within the system to create change.

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

On a local level, I work to be as connected to the community as I can. I attend local constituent meetings including NAACP, neighborhood associations and cultural events. Whenever possible, I report out on the district's progress, needs, and celebrations. We are working through many transitions in our community, so I am there to be an active community partner. I have also strived to develop relationships with other local officials to foster future collaborations on behalf of our students and families.

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

The biggest challenge facing governing boards is the erosion of public trust. This challenge manifests in a number of ways across diverse communities. In some areas, we find parents searching for private, charter and alternative schools due to a general distrust of community schools. We see this distrust in our traditionally underserved communities where we are combating the realities of our day and the echoes of yesterday's inequity.

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

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

Signature: Claudine Jones Date: 11/11/19

Name: <u>Claudine Jones</u>		CSBA Region & subregion #: <u>17</u>
District or COE: <u>Carlsbad Unified School District</u>		Years on board: <u>6 ys and 2 mos.</u>
Profession: <u>Board member</u>	Contact Number (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input checked="" type="checkbox"/> Bus.): <u>760-331-5001</u>	
*Primary E-mail: <u>cjones@carlsbadusd.net</u>		
(*Communications from CSBA will be sent to primary email)		
Are you an Incumbent Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, year you became Delegate: <u>2014</u>		

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

I have served on Region 17's executive board since 2014 as the legislative representative and most recently, as the board secretary. I have collaborated on important issues such as, lowering energy rate hikes, addressing the reserve cap, and advocating for additional funding to address growing pension liabilities and special education costs. With your vote, I would like to continue working with the Delegate Assembly team in Region 17 to represent the interests of our students, staff, and families in San Diego County. I have completed CSBA's Masters in Governance; and, I completed CASBO's certification in school finance and management at the University of Southern California.

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

I am currently serving as the Clerk to the Board in Carlsbad Unified. I serve as the board representative on our district's audit committee, the California Association of Suburban School Districts, the School Services of California group, and the subcommittee on Community Choice Energy (CCE). I have served as a Golden Bell site validator for 3 years for CSBA. I am the secretary to the board of the San Diego County School Boards Association. In my community, I am the legislative representative for the Carlsbad High School PTSA. I am also the costume coordinator for the Carlsbad High School Choral Boosters.

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

I believe the biggest challenge facing boards will be the growing fiscal constraints that pension liabilities and the costs of special education will place on their budgets. Without any legislative plan in place to grow the base funding for LCFF, districts will continue facing difficult decisions of cutting the LCAP priorities their constituents want and core educational services. CSBA has a plan to help address the funding shortfall through a ballot measure being placed on the November 2020 ballot. There will be much work to do to educate voters about the measure so they know what their vote will mean to schools. CSBA must also continue to address the lack of commitment by the state and federal government to pay their fair share of the growing needs for special education.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

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Signature: *Gee Wah Mok* Date: 1/7/2020

Name: Gee Wah Mok CSBA Region & subregion #: 17
District or COE: Del Mar Union School District Years on board: 1
Profession: Attorney Contact Number (please check ☒ Cell ☐ Home ☐ Bus.): (619) 767-8327
*Primary E-mail: gmok@dmusd.org
(*Communications from CSBA will be sent to primary email)
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.

I would like to become a Delegate because I am a strong advocate for public education. I have an interest in helping shape policy to strengthen California's educational system so that every student can have the highest quality education possible. By profession, I am an attorney with degrees from UC Berkeley and Cornell Law School and I have worked as a business litigator for a number of years. I offer an analytical and strategic way of thinking to solve problems, and an understanding of how to collaborate with numerous interests in order to reach larger goals.

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

I am newly appointed to my school board this past year. I serve as our board's clerk and as the representative to the North Coastal Consortium for Special Education. I came to the board after helping to lead my community's campaign efforts in passing our local school bond measure which secured \$186 million that will be used in part to build a new school in my immediate neighborhood and rebuild another school in the district. I am also active as a volunteer in my son's kindergarten class and as a patient companion for hospice patients.

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

The major challenge I see facing local boards is the lack of resources and stable funding. California school districts need additional, dependable funding to provide the essential student services, modern facilities and breadth of educational programming needed for student success. As funding has fallen behind, student performance has suffered. CSBA can continue to advocate for the state government to invest in public education and to inform the public about the necessity of having full and fair funding of our public schools. CSBA can also continue to provide resources to member boards that can be disseminated into our local communities.

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Signature: Tamara Otero

Date: 12/12/19

Name: Tamara Otero

CSBA Region & subregion #: 17

District or COE: Cajon Valley Union School District

Years on board: 10

Profession: Business Owner Contact Number (please v ☒ Cell ☒ Home ☒ Bus.): 619-244-8138

*Primary E-mail: oterot@cajonvalley.net

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☒ Yes ☒ No | If yes, year you became Delegate: 2014

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

I have been a delegate for the last several years. I was the President of San Diego Co. School Boards Assoc. and Vice President of CSBA. I have spent time in Region 17 bringing districts together to collaborate on current issues. We have used our meetings as a place to share ideas, hear presentations, and problem solve. I am a team player.

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

I have been Board President on my local board for five years serving three different times. I have been intricately involved with legislation and worked to secure the CalNew grant for school districts with large refugee populations. I have spoken at multiple education conferences, presented multiple times at CSBA AEC, and continue to advocate for ALL students. I have attended Leg Action day for the last five years, and have my MIG Alumni pin. I am respected as a leader for education in my area.

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

Along with funding, the biggest challenges facing Boards is the challenge to meet student needs in world that is constantly changing. We must look at our current system of education and realize that it no longer fits in today's world. We need the funding to make changes necessary to become facilitators for students who we are preparing for the workplace of tomorrow. We need to let Sacramento know that adding more mandates is rapidly diminishing our already outdated funding base.

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TAMARA OTERO
Board President, Cajon Valley Union School District
Biography

CSBA Service

- Served as an elected Trustee for 10 years.
- Masters in Governance completed in 2013
- Served as President of CVUSD Board for 7 years
- Served as a Delegate to Region 17 for 6 years
- Currently serving second year as President of Region 17 SDCSBA
- Committee member of CSBA Annual Education Conference committee (2years)
- Committee Member of the Legislative Committee
- Committee Member of Policy and Platform Committee
- Committee Member Finance Committee
- Committee Member Board Development
- Attended Leg Action Day multiple times
- Presenter at CSBA AEC multiple times
- Met with Governor Newsom to talk about education funding
- Attended NSBA Advocacy Institute in Washington DC
- Attended NSBA AEC in Nashville and in Philadelphia
- Spent all of 2019 at Vice President of CSBA

School Board Service/Community Service (past and present)

- Testified before the House Assembly Education Committee on funding for student refugees, which resulted in a \$10 million set aside budget that is currently being awarded to Districts with a high refugee population through a grant process with the Dept. of Social Services.
- Co-Authored the book "From The Boardroom to The Classroom"
- Presenter at Digital Promise, League of Innovative Schools, Baltimore, MD
- Presenter at National Conference on Digital Convergence, Jacksonville, Fla
- Presenter at Learn It Education Conference in London 2019
- Hosted a workshop at TED Summit, Banff, Canada
- Attended TED Global, Geneva, Switzerland
- Licensed Co-Organizer of TEDx Kids at El Cajon for multiple years
- School Board Member of the Year for SD County 2017
- PTA President 4 terms for a total of 8 years.
- PTA Board Member (multiple positions) for 23 years
- Chair of San Diego - East County Host Town for the Special Olympics World Games
- Chair of the Citizens Oversight Committee for Bonds at CVUSD
- Led the charge for 1:1 Technology in our District
- Hosted hundreds of dignitaries in Education from around the world at CVUSD

Delegate Assembly Biographical Sketch Form for 2020 election

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

Signature: _____

Date: 12/17/19

Name: Elva Salinas CSBA Region & subregion #: 17
District or COE: Grossmont Union High School District Years on board: 3
Profession: College Professor Emeritus Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): 619-962-2132
*Primary E-mail: boardmembersalinas@gmail.com
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2018

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

My experience as a CSBA Delegate has helped me grow as an educational advocate by providing me the environment to learn more about legislation affecting education. My extensive experience as an educator, professional development coordinator and program coordinator at the Community College level makes me a valuable asset to CSBA. I am a retired community college professor with 34 years of experience, teaching Cosmetology (CTE) for 16 years and English/Chicano/a Studies for 18 years. I will be returning as Professor Emeritus to San Diego City College Spring 2020 so that my students can keep me informed about how our current educational system is effecting their learning experiences. Our students feed to us from the lowest socioeconomic regions in our city and are the most diverse population of any college in our region, so I know the importance of integrated student services and academic support programs, including student centered pedagogy/andragogy, and project based learning to ensure student success. For the last 15 years I have coordinated PD programs, ensuring the conscientious implementation of multiple state mandated initiatives and federal, and state grants. As a CSBA Delegate I would support and advocate for more PD for all staff members, culturally relevant and experiential education for our students; and most importantly, adequate funding for our schools.

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

I have attended every CSBA Conference since I was elected to office in 2016 and I advocated for education at the CSBA Legislative Action Day. Working alongside CSBA leadership, our Superintendent, his staff and seasoned board members, I educate myself on the most important educational issues and serve as a staunch promoter of legislative change. I met with many legislators here in San Diego, including Lorena Gonzalez and Ben Hueso. I attend SDCSBA regional meetings regularly. In my district, I have attended events at or toured all 13 high schools and other sites, officiated numerous graduations, attended many award ceremonies and represented our board on the District English Learner Advisory Committee. I participate in and advocate for clear pathways from high school to college through the East County Educational Alliance; this coalition was created by the Grossmont-Cuyamaca Community College District and the Grossmont Union High School District to provide East County high school students a more direct path to college and a career. In the community, The San Diego Performing Arts League awarded me with the **Star Award** for bringing more than 3000 underserved students to the La Jolla Playhouse. Most recently I was included in the book *Chicana Tributes: Activist Women of the Civil Rights Movement-Stories for the New Generation* for the work I have done in the immigrant rights communities.

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

The biggest challenge facing governing boards is the lack of public school funding to provide first-rate education that prepares our students for a culturally diverse, technologically sophisticated and global society. Our teachers, staff and administrators are being asked to do more and more with fewer and fewer resources. Accountability to the state is high and fiscal support is very low. In our district, inadequate charter schools are taking resources sorely needed by our schools; stricter regulation is needed. State funding timelines and monetary fluctuations, always a guessing game, makes it impossible to create a solid 5-year education plan or fiscal consistency. It is imperative that CSBA advocates for an increase and adequate revenue for public education, and charter school accountability through upcoming legislation.

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JIM KELLY
ELVA SALINAS
ROBERT SHIELD
DR. GARY C. WOODS

• SUPERINTENDENT

DR. TIM GLOVER

December 17, 2019

Board of Trustees
CSBA Region 17
San Diego County

Re: Elva Salinas, CSBA Region 17 Delegate Assembly

Dear Members of the Governing Board:

The Governing Board of the Grossmont Union High School District unanimously nominated Trustee Elva Salinas as a candidate for the Delegate Assembly of the California School Boards Association, representing Region 17 in San Diego County.

Trustee Salinas was elected to the Governing Board in 2016, and has just completed her third year as a GUHSD Trustee. Ms. Salinas has served on the District's English Language Advisory Committee (DELAC), a committee comprised of parent representatives from each of the District's schools, and also represented the District at the East County's Skilled Workforce Development Committee (SKWD), a community partner organization. She currently serves as the Governing Board's Representative on the District's Audit and Finance Committee and the San Diego County Educational Facilities Board, where she represents the District's facility interests in a joint-owned property.


Ms. Salinas is very involved and active throughout the District; she attends as many events as her schedule allows, and volunteers for activities available to the Governing Board Members. Due to her commitment to the District, Ms. Salinas was elected as the Clerk of the Governing Board for the past 3 years, and was re-elected again for 2020.

Trustee Salinas has 35 years of experience in both Career Technical Education and Academic Education, where she served as a Professor and Professional Development Coordinator at San Diego City College prior to her retirement. Professor Salinas has received numerous awards throughout her career. She received the California Community College Board of Governor's Exemplary Professional Development Award for a program she created: "Pedagogy of Love: Organic Praxis in Teaching and Learning" and received the Chicana Conciencia Educator Award-Raza for Educators, among others.

The GUHSD Governing Board is proud to support Trustee Elva Salinas as a CSBA Delegate Assembly Candidate for Region 17.


Robert Shield, President


Chris Fite, Vice-President


Jim Kelly, Member


Dr. Gary C. Woods, Member

2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

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

Signature: Marla Strich Date: December 21, 2019

Name: <u>Marla Strich</u>	CSBA Region-subregion #: <u>17</u>
District or COE: <u>Encinitas Union ESD</u>	Years on board: <u>21</u>
Profession: <u>Sales</u>	Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>760-519-7882</u>
*Primary E-mail: <u>marla.strich@eusd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>3 years</u>	

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

It continues to be an honor to serve as a CSBA delegate, helping to formulate policy for the association, as well as assisting school boards throughout California in their vital work. I am a passionate advocate for public education, having traveled numerous times to Sacramento with CSBA, and to Washington, DC with NSBA to advocate on behalf of public education. I am a "big picture" thinker, and make decisions within that context in order to ensure that our actions benefit the greatest number of students. I am an articulate speaker, and have experience in dealing with the media. This year I was privileged to participate on CSBA's Nominating Committee, ensuring that the association has the best possible leadership as it moves into the future.

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

I have served on the EUSD Board for 21 years. During my tenure I have been Board President five times. As noted above, I have attended legislative advocacy sessions as part of both CSBA and NSBA. I am a continuous learner, having completed the Masters in Governance program, and look forward to continuing my learning with CSBA's new online platform. I have consistently attended CSBA's AEC, as well as numerous NSBA Conferences, and have presented at both. I have also attended both of CSBA's Leadership Conferences.

I have a long history of leadership in my community, serving as EUSD's school bond campaign co-chair, school site council chair, PTA Legislative Vice President, and SDA Foundation President

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

We must continue to defend and promote public education as the keystone of a democratic society. We must ensure that public education is fully and fairly funded in California, so we can provide the world class, forward-looking education that our children deserve. Our advocacy efforts and educational efforts are critical in making this happen.

January 23, 2020

Board of Trustees

Emily Andrade
Leslie Schneider
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Marla Strich
Rimga Viskanta

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**Assistant
Superintendents**

Amy Illingworth, Ed.D.
Educational Services

Angelica Lopez, Ed.D.
Administrative Services

Joseph Dougherty
Business Services

To: Members of the Governing Board

Subject: **Marla Strich, Region 17 CSBA Delegate Assembly Candidate**

On December 17, 2019, the Board of Trustees of the Encinitas Union School District unanimously nominated Mrs. Marla Strich as a candidate for the California School Boards Association Delegate Assembly representing Region 17. On behalf of our Board, I encourage you to support this dedicated, passionate school leader in her continued service to the children of San Diego County and the state of California by supporting her candidacy for Delegate Assembly.

Marla has consistently demonstrated exceptional leadership skills through extensive involvement in school and community service organizations. She currently serves as a member of the California School Boards Association Delegate Assembly representing Region 17.

Marla Strich is an active and talented participant in both school and community organizations. She has served in many roles, including but not limited to President of Encinitas Union School District School Board, President of the SD County School Boards Association, chairperson of the Ocean Knoll Elementary and San Dieguito Academy School Site Councils and as Ocean Knoll's Parent-Teacher Association (PTA) Legislative Vice President. Ocean Knoll PTA awarded her Volunteer of the Year as well as the Golden Oak, PTA's highest award.

In addition, Mrs. Strich participated as a member of the Legislative Action Network (LAN) and Strategic Planning Committee for the San Dieguito Union High School District and in the North Coastal Regional Legislative Action Network. She has traveled to Sacramento numerous times to lobby for public education and has also advocated for our children in Washington, D.C., as part of the National School Board Association's (NSBA) Federal Relations Network.

Marla is the ultimate professional as a leader in the community and an experienced trustee who places children first in her priorities. Her dedication, passion, and commitment all contribute to her success as an advocate for all children.

Please join our Board of Trustees in supporting Mrs. Marla Strich's nomination to a two-year term on California School Boards Association's Delegate Assembly as a representative from Region 17. The Encinitas Union School District proudly endorses her candidacy.

Sincerely,



Andree Grey, Ed.D.
Superintendent

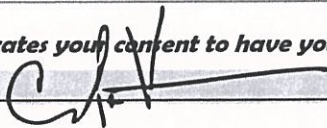
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Signature:



Date: 11/29/19

Name: Cipriano Vargas

CSBA Region & subregion #: 17

District or COE: Vista Unified School District

Years on board: 3

Profession: Organizer

Contact Number (please v ☐ Cell ☒ Home ☐ Bus.): 7602134498

*Primary E-mail: cvargas.trustee@gmail.com

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2017

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

I have been a delegate since 2017, where I continue to serve and participate in various CSBA actions. I believe CSBA is an opportunity to learn from my colleagues and provide advocacy for the issues that impact all our children. I wish to continue my service and focus heavily on funding of public education.

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

I am involved in sub-committee of our district that include the dual language, project labor agreement negotiations, career highway, among others. I am also involved with the ACLU Next Gen Board, CSUSM Alumni Association, Democratic Party and Labor Council.

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

CSBA just released a report on Special Education and the rising cost of services/litigation. This an opportunity for school districts to examine how we can better support SpEd Students and advocate at the state/federal level. In addition, we have many districts that have declining enrollment, these leads to budget cuts over time while trying to remain competitive with charter schools. AB 1505 was signed by the Governor for a stronger process, we need to continue to examine loopholes and push for the same level of accountability of charter schools. Finally, we have an election in 2020 that we can push for a state initiative to bring addition funding to K-12.

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LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Guiding Principles for Budget Development

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

Along with a great majority of school district in San Diego County and across the State, we are facing budget challenges from several cost pressures. To honor the values of our families and community, financial decisions will be guided by our LCAP and principles for budget development.

Fiscal Impact (Cost):

Click here to enter text.

Funding Source:

Bond

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



Lakeside Union School District
Board of Trustees
Guiding Principles for 2020-21 Budget Development

BACKGROUND

Along with a great majority of school districts in San Diego County and across the State, we are facing budget challenges from several cost pressures, including: 1) declining enrollment, 2) a slowing economy and constrained revenue growth, 3) rising pension contributions, 4) increasing costs to serve Special Education students, and 5) rising health care. In response, we will manage our funds diligently and with a multi-year perspective to ensure continued outcomes for our students.

GUIDING PRINCIPLES

To honor the values of our families and community, financial decisions will be guided by our Local Control and Accountability Plan (LCAP). Within available resources, we will:

Maintain a breadth of educational opportunities and support services within a variety of safe learning spaces for our students.

Attract, develop, and retain staff in a manner that supports professional growth and instructional effectiveness. Work in partnership with staff and labor partners to provide quality programs and services, and to maintain a competitive level of compensation (including salaries, benefits, and working conditions) that is financially sustainable.

Work collaboratively with families, employee groups, and community to gain input towards designing an LCAP that provides a high-quality educational program that serves all students while advancing the District's goals over time.

Implement equitable, student-centered allocations to schools and empower local need based decision-making within our School Site Councils and other leadership groups (School Plan for Student Achievement, SPSA).

FIDUCIARY RESPONSIBILITY

To maintain compliance with our fiduciary responsibility and demonstrate commitment in the role of stewards of public trust, we will:

Ensure an adequate reserve for economic uncertainty exists and build the reserve whenever possible, in order to set aside funds for the future and smooth the volatility of the budget over time.

Consider reducing or eliminating grant related functions/expenditures in the event of a reduction or elimination of grant funds.

Identify and prioritize opportunities to improve operational efficiencies.

Maintain compliance with State and Federal regulations



Budget Reductions – Decision-Making Guide

1. Maintain compliance with Local, State (including LCAP) and Federal regulations without creating potential for financial penalties, or increased costs
2. Maintain compliance with Collective Bargaining Agreements
3. Always consider non-staffing reductions before staffing reductions.
4. When a vacancy occurs, evaluate feasibility of not filling the position.
5. Consider reorganization of positions/functions for increased efficiencies.
6. Consider funding source (Unrestricted/Restricted) and shift resources when possible.
7. Continue to work towards Board goals over time:
 - a. Academic achievement of students
 - b. Social-Emotional well-being of students
 - c. Maintain physical environments of classrooms and schools.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Personnel Assignment Order 2020-07

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

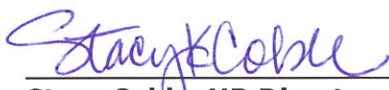
Recommended Action:

- | | |
|---|--|
| <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 | |

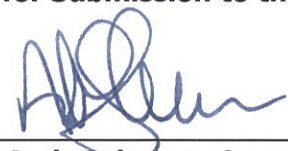
Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Stacy Coble, HR Director



Dr. Andy Johnsen, Superintendent

**LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, February 13, 2020
Personnel Assignment Order – 2020-07**

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
Christian, Stephanie	RSP Teacher/Lakeside Farms	Class E/Step 1	N/A	\$49,706.00	2/1/20

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
Escutia-Cardoso, Clara	Teacher/Lakeview	Class A/ Step1	N/A	2/1/20

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
Browning, Jack	Lakeside Farms	Child Development Assistant/Range 7/Step 1	N/A	\$749.51	2/1/20
Hernandez, Yvonne	Lemon Crest	Campus Student Supervisor/Range 7/Step 1	N/A	\$848.37	2/1/20
Menne, Savannah	Winter Gardens	Child Development Assistant/Range 7/Step 1	N/A	\$424.18	2/1/20
Munoz, Kayla	Lakeside Farms	Child Development Assistant/Range 7/Step 1	N/A	\$622.14	2/1/20
Tripp, Brianne	Riverview	Instructional Assistant I – Special Ed/Range 9/Step 1	N/A	\$709.92	2/4/20
Zeferjajn, Christian	Lemon Crest	Campus Student Supervisor/Range 7/Step 1	N/A	\$565.58	2/1/20

I. Rehires:

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

J. Change of Status/Location:

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

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

L. Resignations:

Employee	Location	Position	Reason	Effective Date
Alvarez-Hernandez, Jessica	Lakeside Farms	Instructional Assistant I – Special Ed	Health	2/1/20
Farias, Angela	Tierra Del Sol	Instructional Assistant – EL	Other employment outside of the district	2/1/20

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Step	Effective Date

N. 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: FEBRUARY 13, 2020

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 01/01/2020-01/31/2020

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):

\$904,828.37

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:

☐ **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:



Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



BOARD WARRANT REPORT

01/01/2020-01/31/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14631659	AGRICULTURAL PEST CONTROL	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,140.00
14631660	ALLIED REFRIGERATION INC	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	58.82
14631661	ROCK AND BLOCK HARDSCAPE SUPPLY	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	118.52
14631662	AMAZON CAPITAL SERVICES, INC.	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	276.26
14631663	A-Z BUS SALES	1/2/2020	CHANGE ORDER TO INCREASE	0100	158.40
14631664	BADI'S	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	120.00
14631665	CINTAS CORPORATION	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	175.72
14631666	CLARK SECURITY PRODUCTS	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	946.08
14631667	DIALCOM SYSTEMS GROUP, INC.	1/2/2020	10/21/2019 CHANGE ORDER TO INC	0100	190.00
14631668	EL CAJON FORD	1/2/2020	CHANGE ORDER TO INCREASE	0100	573.55
14631669	GRAINGER	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	101.82
14631670	LAKESIDE EQUIPMENT	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	419.04
14631671	LOWE'S	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	2,844.95
14631672	OFFICE DEPOT, INC.	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	70.03
14631673	O'REILLY AUTO PARTS	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	670.14
14631674	PECK'S HEAVY FRICTION INC	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	878.36
14631675	PPG ARCHITECTURAL FINISHES INC	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	86.07
14631677	SAN DIEGO FENCE COMPANY	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	339.41
14631678	SMART & FINAL	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,041.85
14631679	WAXIE SANITARY SUPPLY	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	3,074.71
14631680	ZINGPRINT	1/2/2020	CHANGE ORDER TO INCREASE	0100	192.87
14632784	AMAZON CAPITAL SERVICES, INC.	1/7/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	191.36
14632785	DEBORAH ANN COMISKEY	1/7/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,402.00
14633368	AMAZON CAPITAL SERVICES, INC.	1/8/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	213.30
14633370	DEPARTMENT OF JUSTICE	1/8/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	456.00
14633372	EYE PHONE CITY	1/8/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,389.85
14633374	NAVIGATE PREPARED	1/8/2020	ANNUAL SITE LICENSE RENEWAL FE	0100	9,600.00
14633375	MAXIM HEALTHCARE SERVICES, INC	1/8/2020	BLANKET FOR 2019-20 V2020-062	0100	380.00
14633376	A. MACIEL PRINTING, LLC	1/8/2020	INVOICE NO. DS0007 PRINTING SE	0100	6,929.21
14633377	OFFICE DEPOT, INC.	1/8/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	254.83
14633378	COUNTY OF SAN DIEGO	1/8/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	3,268.91
14633380	STEIN EDUCATION CENTER	1/8/2020	V2020-050 2019-20 BLANKET FOR	0100	4,812.84
14633381	SPECIALIZED THERAPY SERVICES	1/8/2020	V2020-032 BLANKET FOR FISCAL Y	0100	24,304.63
14633382	SILVIA M. TARAZ	1/8/2020	I2020-003 BILINGUAL SPEECH ASS	0100	600.00
14633383	UC REGENTS	1/8/2020	UCSD SUPERINTENDENT NETWORK WI	0100	1,320.00
14634142	ROCK AND BLOCK HARDSCAPE SUPPLY	1/9/2020	CHANGE ORDER TO INCREASE	0100	675.46
14634143	ASSETWORKS RISK MANAGEMENT INC.	1/9/2020	FIXED ASSET 2019 (\$500 THRESHO	0100	12,950.00
14634147	THE DEVEREUX FOUNDATION	1/9/2020	V2020-046 NPS AGREEMENT FOR 20	0100	1,344.96
14634151	NATIONAL PETROLEUM INC	1/9/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	713.98
14634152	DAVIS CONSULTING CORPORATION	1/9/2020	2 YEAR CONTRACT AT \$1,550 PER	0100	1,550.00
14634153	SCHOOL SERVICES OF CA, INC	1/9/2020	INVOICE NO. PO30177-IN FOR 201	0100	250.00
14634154	THERAPY TRAVELERS, LLC.	1/9/2020	V2020-074 (DECEMBER 2019 BOARD	0100	6,800.00
14634824	CURRIER & HUDSON	1/10/2020	LEGAL SERVICES FOR FISCAL YEAR	0100	15,745.14
14634825	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/10/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	2,889.46

BOARD WARRANT REPORT

01/01/2020-01/31/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14634826	LAKESIDE WATER DISTRICT	1/10/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	952.17
14634827	OFFICE DEPOT, INC.	1/10/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	41.27
14634828	PAR, INC.	1/10/2020	10866-RF ABAS-3 SCHOOL: PARENT	0100	2,218.48
14634829	SPRINT SOLUTIONS, INC.	1/10/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,910.24
14635324	AMAZON CAPITAL SERVICES, INC.	1/13/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	172.90
14635325	CIT FINANCE LLC	1/13/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	397.54
14635326	EDCO DISPOSAL CORPORATION	1/13/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	4,776.82
14635327	ERIN GARCIA, CUSTODIAN	1/13/2020	REVOLVING CASH	0100	4,691.10
14635329	RAYNE OF SAN DIEGO	1/13/2020	BLANKET FOR FISCAL YEAR 2018-1	0100	31.00
14635330	VERIZON WIRELESS	1/13/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	2,027.79
14635830	AMAZON CAPITAL SERVICES, INC.	1/14/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	57.03
14635831	DATTEL SYSTEMS INCORPORATED	1/14/2020	THINKPAD T580, INTEL CORE I7-8	0100	2,201.02
14635832	NVLS PROFESSIONAL SERVICES LLC	1/14/2020	7/1/19 - 12/31/19 ERATE AC	0100	3,400.00
14635833	ORANGE COUNTY DEPT. OF EDU.	1/14/2020	2019-20 RMTS SOFTWARE PLATFORM	0100	96.48
14635834	NCS PEARSON, INC	1/14/2020	PEARSON INVOICE 7619934 - ONLI	0100	15.75
14635835	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/14/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	795.06
14635836	SPELL CITY	1/14/2020	QUOTE NO. 1468039 SPELLING CIT	0100	540.00
14636633	ROCK AND BLOCK HARDSCAPE SUPPLY	1/15/2020	CHANGE ORDER TO INCREASE	0100	37.82
14636634	CAMEO PAPER & JANITORIAL	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	169.31
14636635	CINTAS CORPORATION	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	702.88
14636636	EL CAJON FORD	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	97.43
14636637	MORSCO SUPPLY, LLC	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,415.48
14636638	GRAINGER	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	437.13
14636639	IMPERIAL SPRINKLER SUPPLY, INC.	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	160.89
14636640	OFFICE DEPOT, INC.	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	377.21
14636641	O'REILLY AUTO PARTS	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	126.73
14636642	PPG ARCHITECTURAL FINISHES INC	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	86.07
14636643	RAYO WHOLESALE	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	43.06
14636644	SYCAMORE LANDFILL	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	337.75
14636645	WAXIE SANITARY SUPPLY	1/15/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	6,846.32
14637253	ALLIED REFRIGERATION INC	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	35.24
14637255	ROCK AND BLOCK HARDSCAPE SUPPLY	1/16/2020	CHANGE ORDER TO INCREASE	0100	378.20
14637256	AMAZON CAPITAL SERVICES, INC.	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	348.44
14637258	BEST VALUE GLASS	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	129.30
14637259	DANNIS WOLIVER KELLEY	1/16/2020	V2020-028 BLANKET FOR 2019-20	0100	514.50
14637260	DEPARTMENT OF JUSTICE	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	196.00
14637261	DION INTERNATIONAL TRUCKS LLC	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	779.35
14637262	EAST PENN MFG CO	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	810.43
14637263	MORSCO SUPPLY, LLC	1/16/2020	CHANGE ORDER TO INCREASE	0100	597.65
14637265	GRAINGER	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	2.61
14637266	LAKESIDE EQUIPMENT	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	81.60
14637267	JOCELYN MCCULLOUGH	1/16/2020	BLANKET FOR 2019-20 MILEAGE RE	0100	698.32
14637268	O'REILLY AUTO PARTS	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	125.40
14637269	PECK'S HEAVY FRICTION INC	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,713.83

BOARD WARRANT REPORT
01/01/2020-01/31/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14637270	PPG ARCHITECTURAL FINISHES INC	1/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	129.11
14637271	USS MIDWAY MUSEUM	1/16/2020	2 CLASSES - THURSDAY, JANUARY	0100	378.00
14637272	WEST ED	1/16/2020	2018 Aug Summer Institute	0100	24,165.64
14637883	ABA EDUCATION FOUNDATION	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	9,963.00
14637885	AMAZON CAPITAL SERVICES, INC.	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	107.31
14637886	ASELTINE SCHOOL	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	8,938.82
14637887	AT&T	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	2,941.63
14637888	AZTEC FIRE & SAFETY INC.	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	2,775.00
14637889	MATH TRANSFORMATIONS	1/17/2020	PROFESSIONAL DEVELOPMENT (SPED	0100	14,000.00
14637890	COPY CORRAL	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	118.53
14637892	INSTITUTE FOR EFFECTIVE EDUCATION	1/17/2020	V2020-051 NPS 2019-20 CHILDREN	0100	4,436.32
14637893	LAKESIDE WATER DISTRICT	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	744.98
14637894	MACDOUGAL-MORRIS GROUP LLC	1/17/2020	V2020-030 NPS AGREEMENT FOR 20	0100	4,913.85
14637895	MISSION FEDERAL CREDIT UNION	1/17/2020	P CARDS	0100	13,240.77
14637896	LISA M. WEISS OD OPTOMETRIC CORP	1/17/2020	OPTOMETRIC IN OFFICE VISION TH	0100	600.00
14637897	OFFICE DEPOT, INC.	1/17/2020	BLANKET PURCHASE ORDER FOR FIS	0100	112.50
14637898	DAVIS CONSULTING CORPORATION	1/17/2020	2 YEAR CONTRACT AT \$1,550 PER	0100	1,550.00
14637899	NCS PEARSON, INC	1/17/2020	WISC-V RECORD FORMS WECHSLER I	0100	2,213.62
14637900	RAYNE OF SAN DIEGO	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	28.00
14637902	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	47.32
14638415	AGRICULTURAL PEST CONTROL	1/21/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	730.00
14638416	AAF INTERNATIONAL	1/21/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	3,449.25
14638417	BORDER RECAPING, LLC	1/21/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	270.86
14638418	WEBB'S RV SUPPLY	1/21/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	5.33
14638930	ALAMEDA COUNTY OFFICE OF EDUCATION	1/22/2020	CARSNET BOOT CAMP: CHRISTINE S	0100	825.00
14638931	AMAZON CAPITAL SERVICES, INC.	1/22/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	35.54
14638933	DEBRA DUPREE	1/22/2020	CONTRACT NO. I2020-021 - INVOI	0100	2,250.00
14638934	DION & SONS, INC.	1/22/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	6,483.18
14638935	OFFICE DEPOT, INC.	1/22/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	94.92
14638936	ORENDA EDUCATION	1/22/2020	INVOICE NO. 1624 PARTNERSHIP	0100	8,333.00
14638937	STEIN EDUCATION CENTER	1/22/2020	V2020-050 2019-20 BLANKET FOR	0100	4,010.70
14638938	SIERRA ACADEMY OF SAN DIEGO	1/22/2020	V2020-043 NPS FOR 2019-20	0100	2,554.20
14638939	SPARKLETT'S	1/22/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	257.78
14638940	CA DEPT OF TAX AND FEE ADMINISTRATION	1/22/2020	SALES/USE TAX FEES	0100	382.50
14638945	XEROX CORPORATION	1/22/2020	BLANKET FOR FISCAL YEAR 2019-	0100	4,308.30
14639564	A&B SAW & LAWNMOWER SHOP	1/23/2020	CHANGE ORDER TO INCREASE	0100	3,095.87
14639566	ROCK AND BLOCK HARDSCAPE SUPPLY	1/23/2020	CHANGE ORDER TO INCREASE	0100	25.60
14639568	CINTAS CORPORATION	1/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	351.44
14639569	CLARK SECURITY PRODUCTS	1/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,358.76
14639570	DION INTERNATIONAL TRUCKS LLC	1/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	60.76
14639571	MORSCO SUPPLY, LLC	1/23/2020	CHANGE ORDER TO INCREASE	0100	820.07
14639572	HAWTHORNE RENT-IT SERVICE	1/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	603.14
14639573	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/23/2020	BLANKET FY 2019-20 COPY CHARGE	0100	2,749.78
14639574	MRC	1/23/2020	BLANKET FOR 2019-20 MANAGED PR	0100	271.75

BOARD WARRANT REPORT
01/01/2020-01/31/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14639575	O'REILLY AUTO PARTS	1/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,774.68
14639577	RUSSELL PLUMBING & SUPPL INC.	1/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	208.50
14639578	RUSSELL SIGLER, INC.	1/23/2020	10/21/2019 - CHANGE ORDER TO I	0100	360.60
14639579	TRANE U.S.INC	1/23/2020	CHANGE ORDER TO INCREASE	0100	76.88
14639580	XEROX CORPORATION	1/23/2020	BLANKET FOR FISCAL YEAR 2019-	0100	3,600.51
14640194	ALBERTSONS	1/24/2020	BLANKET PURCHASE ORDER FOR FIS	0100	114.77
14640195	AMAZON CAPITAL SERVICES, INC.	1/24/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	147.99
14640197	DARREN MURPHY	1/24/2020	CONTRACT NO. I2020-020 - CPR A	0100	6,020.00
14640198	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/24/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	899.02
14640199	SUPER DUPER PUBLICATIONS	1/24/2020	TMF787 - EOWPVT 4TH EDITION FO	0100	172.40
14640200	LASERCYCLE USA, INC.	1/24/2020	BLANKET FOR 2019-20 FISCAL YEA	0100	131.01
14640202	THERAPY TRAVELERS, LLC.	1/24/2020	V2020-074 (DECEMBER 2019 BOARD	0100	3,400.00
14640701	A&B SAW & LAWNMOWER SHOP	1/27/2020	BLANKET PURCHASE ORDER FOR FIS	0100	163.72
14640702	ALLIED REFRIGERATION INC	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	48.51
14640704	A-Z BUS SALES	1/27/2020	CHANGE ORDER TO INCREASE	0100	508.26
14640705	AZTEC FIRE & SAFETY INC.	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	5,704.49
14640706	DIALCOM SYSTEMS GROUP, INC.	1/27/2020	10/21/2019 CHANGE ORDER TO INC	0100	577.37
14640707	DION INTERNATIONAL TRUCKS LLC	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,437.39
14640708	EWING IRRIGATION PRODUCTS	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	204.17
14640709	SAN DIEGO COUNTY SCHOOL FBC	1/27/2020	OCT-DEC 19 DELTA DENTAL COBRA	0100	810.21
14640710	GRAINGER	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	212.08
14640711	HD SUPPLY FACILITIES MAINT	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	49.45
14640712	HOME DEPOT CREDIT SERVICES	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	3,767.25
14640713	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	449.50
14640714	O'REILLY AUTO PARTS	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	25.32
14640715	PPG ARCHITECTURAL FINISHES INC	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	104.42
14640716	SMART & FINAL	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	534.56
14640718	USS MIDWAY MUSEUM	1/27/2020	2 CLASSES - TUESDAY, JANUARY 2	0100	371.00
14640719	VEBA	1/27/2020	OCT-DEC 19 VEBA COBRA	0100	3,341.00
14640720	VSP	1/27/2020	OCT-DEC 19 VISION COBRA	0100	84.81
14640721	WAXIE SANITARY SUPPLY	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	6,606.12
14640722	WEBB'S RV SUPPLY	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	16.11
14641090	ALPHA INVESTMENTS, INC.	1/28/2020	ROOM SET UP CHARGE	0100	300.00
14641091	AMAZON CAPITAL SERVICES, INC.	1/28/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	99.74
14641092	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	1/28/2020	2019-2020 AGRICULTURAL EDUCATI	0100	1,340.00
14641093	CIT FINANCE LLC	1/28/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	219.25
14641094	COAST MUSIC THERAPY INC.	1/28/2020	V2020-040 INVOICE NO. 12509	0100	125.00
14641096	EDUDANCE CLASSROOMS IN MOTION	1/28/2020	5th Grade Ballroom L2020-003	0100	1,760.00
14641097	MORSCO SUPPLY, LLC	1/28/2020	CHANGE ORDER TO INCREASE	0100	28.80
14641099	LAKESIDE WATER DISTRICT	1/28/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	2,104.82
14641100	LISTEN INNOVATION INC	1/28/2020	ELA, SOCIAL STUDIES, SCIENCE F	0100	798.00
14641101	dba HEARTLAND SCHOOL SOLUTIONS	1/28/2020	INVOICE NO. 161063	0100	63.60
14641102	MCGRAW-HILL	1/28/2020	READING WONDERS ENGLISH LEANER	0100	4,357.06
14641103	ONE STONE APPAREL INC	1/28/2020	DRYFIT T SHIRTS: Y LARGE& SMAL	0100	351.41

BOARD WARRANT REPORT

01/01/2020-01/31/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14641105	RICOH USA, INC	1/28/2020	RICOH MACHONE	0100	500.00
14641106	SAN DIEGO COUNTY OFFICE OF ED	1/28/2020	2020 EARLY YEARS CONFERENCE -	0100	245.00
14641107	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	1/28/2020	2020 EARLY YEARS CONFERENCE -	0100	575.00
14641108	SCHOOL SPECIALTY, INC	1/28/2020	CLUSTER SPACE SCI W/GDE	0100	280.05
14641109	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/28/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	484.19
14641110	SUPER DUPER PUBLICATIONS	1/28/2020	TMF859 - CASL-2 COMPREHENSIVE	0100	193.95
14641111	LASERCYCLE USA, INC.	1/28/2020	SEPTEMBER INVOICE	0100	58.05
14641112	USS MIDWAY MUSEUM	1/28/2020	3 CLASSES - THURSDAY, JANUARY	0100	448.00
14641113	XEROX CORPORATION	1/28/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	137.31
14641821	BEST BEST & KRIEGER	1/29/2020	LEGAL FEES	0100	4,034.80
14641822	CUSTOM EDUCATIONAL FURNISHINGS, LLC	1/29/2020	CH-CS-42-DR-PSS CHAMELEON	0100	3,078.00
14641823	CURRIER & HUDSON	1/29/2020	LEGAL SERVICES FOR FISCAL YEAR	0100	13,778.12
14641824	CYT	1/29/2020	INVOICE NO. 17910 02/21/2020 F	0100	1,656.00
14641825	RIVERSIDE ASSESSMENTS, LLC	1/29/2020	WOODCOCK-JOHNSON IV ACHIEVEMEN	0100	1,856.38
14642325	AMAZON CAPITAL SERVICES, INC.	1/30/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	64.79
14642326	AMITY INSTITUTE, LTD	1/30/2020	I2020-016 FULL SCHOOL YEAR ADM	0100	3,200.00
14642328	EYE PHONE CITY	1/30/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	2,485.69
14642330	LAKESIDE WATER DISTRICT	1/30/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	3,305.40
14642331	OFFICE DEPOT, INC.	1/30/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	118.22
14642336	SPRINT SOLUTIONS, INC.	1/30/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,910.18
14642338	TARGET RIVER	1/30/2020	I2020-011 MARKETING SERVICES	0100	4,372.50
14642340	XEROX CORPORATION	1/30/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	563.32
14642899	AMAZON CAPITAL SERVICES, INC.	1/31/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	167.68
14642904	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/31/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	114.08
14642905	OXBOW ACADEMY	1/31/2020	V2020-066 NPS AGREEMENT FOR 20	0100	47,238.00
GENEAL				0100 Total	432,158.75
14631678	SMART & FINAL	1/2/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	742.47
14634150	LAKESIDE WATER DISTRICT	1/9/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	31.41
14635326	EDCO DISPOSAL CORPORATION	1/13/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	103.27
14637895	MISSION FEDERAL CREDIT UNION	1/17/2020	P CARDS	1200	3,480.14
14637901	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	1/17/2020	2020 EARLY YEARS CONFERENCE FO	1200	125.00
14638934	DION & SONS, INC.	1/22/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	94.12
14638939	SPARKLETTS	1/22/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	48.04
14638945	XEROX CORPORATION	1/22/2020	ESS BLANKET 2019-20 - LEASE AN	1200	1,221.24
14639580	XEROX CORPORATION	1/23/2020	ESS BLANKET FOR COPY CHARGES F	1200	616.15
14640194	ALBERTSONS	1/24/2020	BLANKET PURCHASE ORDER FOR FIS	1200	474.03
14640716	SMART & FINAL	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	356.21
14641099	LAKESIDE WATER DISTRICT	1/28/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	84.43
14642899	AMAZON CAPITAL SERVICES, INC.	1/31/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	346.10
CHILD DEVELOPMENT				1200 Total	7,722.61
14631678	SMART & FINAL	1/2/2020	BLANKET PURCHASE ORDER FOR FIS	1300	209.63
14632784	AMAZON CAPITAL SERVICES, INC.	1/7/2020	BLANKET PURCHASE ORDER FOR FIS	1300	53.88
14633371	DOMINO'S PIZZA	1/8/2020	BLANKET PURCHASE ORDER FOR FIS	1300	14,860.45
14633373	GOLD STAR FOODS INC	1/8/2020	BLANKET PURCHASE ORDER FOR FIS	1300	19,808.92

BOARD WARRANT REPORT

01/01/2020-01/31/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14634144	BEDCO	1/9/2020	TRUCK - LIFT REPAIR POWER UNIT	1300	2,210.27
14634145	CA DEPT OF EDUCATION	1/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	1,387.28
14634146	CULLIGAN	1/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	49.56
14634148	E-CONTROL SYSTEMS, INC.	1/9/2020	FUSION LIVE ANNUAL SOFTWARE HO	1300	100.00
14634149	HOLLANDIA DAIRY	1/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	15,696.42
14635330	VERIZON WIRELESS	1/13/2020	BLANKET FOR FISCAL YEAR 2019-2	1300	54.12
14637257	AMERICAN PRODUCE DISTRIBUTORS	1/16/2020	BLANKET PURCHASE ORDER FOR FIS	1300	11,100.42
14637264	GALASSO'S BAKERY	1/16/2020	BLANKET PURCHASE ORDER FOR FIS	1300	2,580.05
14637887	AT&T	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	1300	14.60
14637891	CULLIGAN	1/17/2020	BLANKET PURCHASE ORDER FOR FIS	1300	3.50
14637895	MISSION FEDERAL CREDIT UNION	1/17/2020	P CARDS	1300	901.63
14638934	DION & SONS, INC.	1/22/2020	BLANKET PURCHASE ORDER FOR FIS	1300	296.06
14638941	SYSKO FOODS SERVICES	1/22/2020	OPEN PURCHASE ORDER FOR FISCAL	1300	1,078.43
14638945	XEROX CORPORATION	1/22/2020	BLANKET FOR FISCAL YEAR 2019-2	1300	33.37
14639567	AMAZON CAPITAL SERVICES, INC.	1/23/2020	BLANKET PURCHASE ORDER FOR FIS	1300	241.35
14639580	XEROX CORPORATION	1/23/2020	BLANKET FOR FISCAL YEAR 2019-2	1300	36.59
14640203	VENISSIMO CHEESE, INC.	1/24/2020	PROFESSIONAL DEVELOPMENT DAY 0	1300	800.00
14640703	AMAZON CAPITAL SERVICES, INC.	1/27/2020	BLANKET PURCHASE ORDER FOR FIS	1300	566.88
14640716	SMART & FINAL	1/27/2020	BLANKET PURCHASE ORDER FOR FIS	1300	393.54
14641091	AMAZON CAPITAL SERVICES, INC.	1/28/2020	BLANKET PURCHASE ORDER FOR FIS	1300	46.14
14642325	AMAZON CAPITAL SERVICES, INC.	1/30/2020	BLANKET PURCHASE ORDER FOR FIS	1300	64.48
14642332	P&R PAPER SUPPLY COMPANY, INC.	1/30/2020	BLANKET PURCHASE ORDER FOR FIS	1300	5,559.65
14642334	PRO-EDGE KNIFE	1/30/2020	BLANKET PURCHASE ORDER FOR FIS	1300	60.00
14642335	SEAPORT MEAT COMPANY	1/30/2020	BLANKET PURCHASE ORDER FOR FIS	1300	1,789.61
14642337	SYSKO FOODS SERVICES	1/30/2020	OPEN PURCHASE ORDER FOR FISCAL	1300	623.34
14642339	WEBB'S RV SUPPLY	1/30/2020	BLANKET PURCHASE ORDER FOR FIS	1300	40.25
14642900	DOMINO'S PIZZA	1/31/2020	BLANKET PURCHASE ORDER FOR FIS	1300	12,199.48
14642901	GALASSO'S BAKERY	1/31/2020	BLANKET PURCHASE ORDER FOR FIS	1300	3,404.17
14642902	GOLD STAR FOODS INC	1/31/2020	BLANKET PURCHASE ORDER FOR FIS	1300	22,991.47
CAFETERIA				1300 Total	119,255.54
14634141	ALPHA STUDIO DESIGN GROUP	1/9/2020	BLANKET FOR 2019-20 - LC/RV/EH	2139	4,075.00
14635323	A & S FLOORING	1/13/2020	OLD HALL FLOORING -PREPARATION	2139	1,555.95
14635328	ERIC HALL & ASSOCIATES, LLC	1/13/2020	SDCTA APPLICATION AGREEMENT FO	2139	20,850.00
14637254	ALPHA STUDIO DESIGN GROUP	1/16/2020	BLANKET FOR 2019-20 LAKESIDE F	2139	3,050.00
14637884	ALPHA STUDIO DESIGN GROUP	1/17/2020	BLANKET FOR 2019-20 LAKEVIEW P	2139	900.00
14638942	TEKWORKS, INC.	1/22/2020	BLANKET FOR 2019-20 NOT TO EX	2139	162,143.14
14639565	ALPHA STUDIO DESIGN GROUP	1/23/2020	INVOICE NO. 19-003004-7 EUCALY	2139	1,250.00
14640193	A & S FLOORING	1/24/2020	RETENTION 5%	2139	20,900.00
14640196	CONSULTING & INSPECTION SERVICES, LLC	1/24/2020	INVOICE NO. 4173 PROJECT INSPE	2139	360.00
14640201	TEKWORKS, INC.	1/24/2020	BLANKET FOR 2019-20 NOT TO EX	2139	59,594.45
14641820	ALPHA STUDIO DESIGN GROUP	1/29/2020	INVOICE NO. 19-006-9 CONSTRUCT	2139	2,050.00
14642324	ALPHA STUDIO DESIGN GROUP	1/30/2020	BLANKET FOR 2019-20 - EH/LC/RV/LF	2139	11,200.00
BOND				2139 Total	287,928.54
14632786	GOLDEN OFFICE TRAILERS, INC.	1/7/2020	BLANKET FOR FISCAL YEAR 2019-2	2519	770.41

BOARD WARRANT REPORT
01/01/2020-01/31/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
CAPITAL FACILITIES				2519 Total	770.41
14631658	GREAT MINDS LLC	1/2/2020		6200	339.13
14633381	SPECIALIZED THERAPY SERVICES	1/8/2020	SPECIALIZED THERAPY	6200	10,391.26
14637903	U.S. BANK CORPORATE PYMT SYS	1/17/2020	CAL CARD	6200	111.62
14638932	BARONA BAND OF MISSION INDIANS	1/22/2020	FACILITY RENTAL 10/29-12/31/19	6200	16,625.00
14638943	WILKINSON HADLEY KING & CO LLP	1/22/2020	LEGAL FEES	6200	3,840.00
14642903	IMPERO SOLUTIONS, INC.	1/31/2020	LICENCES	6200	1,260.45
BARONA CHARTER				6200 Total	32,567.46
14631676	SAN DIEGO COUNTY OFFICE OF ED	1/2/2020	2019/20 TEACHER INDUCTION	6201	1,000.00
14633369	CALIFORNIA COAST CREDIT UNION	1/8/2020	CAL COAST	6201	2,357.59
14633379	SCHOOL HEALTH CORP.	1/8/2020	AED DEVICE GS AUTO DUAL	6201	3,431.03
14633384	WAXIE SANITARY SUPPLY	1/8/2020	EVERLAST 2 PLY	6201	154.08
14634823	CDW GOVERNMENT, INC.	1/10/2020	BLANKET FOR FISCAL YEAR 2019-2	6201	341.01
14635326	EDCO DISPOSAL CORPORATION	1/13/2020	BLANKET FOR FISCAL YEAR 2019-2	6201	196.44
14637882	AARDVARK ANT & PEST CONTROL, INC	1/17/2020	ANT & PEST CONTROL	6201	434.00
14637887	AT&T	1/17/2020	BLANKET FOR FISCAL YEAR 2019-2	6201	83.72
14638939	SPARKLETTES	1/22/2020	BLANKET FOR FISCAL YEAR 2019-2	6201	300.66
14638944	XEROX CORPORATION	1/22/2020	10/21-11/20/19 LEASE PYMT	6201	1,290.91
14639574	MRC	1/23/2020	CONTRACT OVERAGES	6201	245.73
14639576	PROPERLIVING LLC	1/23/2020	QUOTE NO. 2019-1838 FOR STUDEN	6201	475.00
14640712	HOME DEPOT CREDIT SERVICES	1/27/2020	MISC SUPPLIES	6201	3,758.53
14640717	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/27/2020	BLANKET FOR FISCAL YEAR 2019-2	6201	828.50
14641089	24 HOUR FIRE PROTECTION CO	1/28/2020	DRY CHEMICAL 6 YEAR BREAKDOWN	6201	420.93
14641095	COX COMMUNICATIONS	1/28/2020	INTERNET	6201	235.00
14641098	FRONTIER CONFERENCE ATHLETIC ASSOCIATION	1/28/2020	INVOICE NO. 12201915 FRONTIER	6201	256.27
14641099	LAKESIDE WATER DISTRICT	1/28/2020	WATER	6201	187.69
14641104	PURCHASE POWER	1/28/2020	POSTAGE	6201	70.88
14642327	CA CHARTER SCHOOLS ASSOCIATION	1/30/2020	CHARTER SCHOOL MEMBERSHIP FULL	6201	3,170.00
14642329	KISS INSTITUTE FOR PRACTICAL ROBOTICS	1/30/2020	2020 BOTBALL REGISTRATION	6201	2,200.00
14642333	PITNEY BOWES INC.	1/30/2020	LATE FEE	6201	30.89
14642340	XEROX CORPORATION	1/30/2020	XEROX LEASE	6201	2,633.51
14642341	YOUNG, MINNEY & CORR LLP	1/30/2020	INVOICE NO. 63147	6201	322.69
			RIVER VALLEY CHARTER	6201 Total	24,425.06
				Grand Total	904,828.37

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 13, 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):

\$8,486.94

Funding Source:

N/A

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
Revolving Cash Register
January 2020

Date	Num	Name	Memo/Description	Amount
01/07/2020	38480	Quinn Nolting	Garnishment Release; EE 626-145 Doc. Date 01/06/2020	-250.00
01/08/2020	38481	Alberto C Melgar	Professional Growth Day Fiesta - 220 Guests On 1/17/2020 At Lakeview Elementary.	-1,540.00
01/09/2020	38482	Jeffrey Bowles	Refund Of Summer Bowles' Bus Pass.	-97.50
01/09/2020	38483	Robyn Bowman	String Lights For Winter Family Event.	-86.98
01/09/2020	38484	Lisa DeRosier	Costco - Refreshments For District Meetings.	-30.98
01/09/2020	38485	Michelle Dobyns	HP Printer Ink, Double HP Printer Ink Black, Glue Sticks.	-162.68
01/09/2020	38486	Marissa Frost	Daily Grammar Book, Compare and Contrast Reading, Word Problems 3rd Grade.	-38.44
01/09/2020	38487	Guadalupe Gonzalez	December 2019 Mileage Reimbursement.	-9.81
01/09/2020	38488	Dixie Haun	Home Depot - Supplies - Paint, Primer, Pail Opener.	-262.51
01/09/2020	38489	Daynah Hooper-Robledo	Clear Glue, Colored Cardstock, Gallon Zip-Loc Bags, Starch and Hand Soap.	-61.61
01/09/2020	38490	Jason Justeson	JW Pepper - Fireball, Ecossaise For Military Band, Dance Of The Tumblers, El Cid, Brandenburg Concerto.	-296.22
01/09/2020	38491	Danielle Lopez	Walmart - Costume Rack.	-65.72
01/09/2020	38492	Aubri McWay	Costco & Smart Final - Supplies For Manners Lunch - Apple Juice, Mashed Potatoes, Forks, Knives, Butter.	-122.17
01/09/2020	38493	Kim Messina	Jazz Costumes, Lyrical Costumes, SD Fair Application Fee, Gray T-Shirts, White T-Shirts, Hard Knock Life Dance Costumes, Fabric Dye and Shoe Goo.	-633.59
01/09/2020	38494	Alana Miller	Dollar Tree, Walmart & Smart & Final - Apples, Bananas, Bread, Frames, Bags, Bath Books, Crayons.	-68.37
01/09/2020	38495	Jerred Murphy	Costco - Vacuums, Ink, Syrup, Pancakes, Pop Corn, Keyboards, Ziplocks, Trash Bags, Plates, Cups, Wipes (Food For Winter Camp - Breakfast & Lunch).	-2,329.62
01/09/2020	38496	Aimee Nava	Costco - Apple Juice, Rolls, Plates, Cups, Salad.	-140.18
01/09/2020	38497	Jana Paper	Storage Box, Foam Candy Skulls, Skulls, Misc. Stickies, String Art, Wood Sticks, Foam Wreath, Foam Basket, Lamination.	-19.31
01/09/2020	38498	NICOLE PETERS	Storage Boxes, Labels, File Tabs.	-60.81
01/09/2020	38499	Sandra Scott	December 2019 Mileage Reimbursement.	-22.74
01/09/2020	38500	Kerry Strong	Narrative Writing Resources & Graphic Organizers, Art Supplies, Pony Beads, Cardstock, Large Circle Hole Punch, Tape, Math Manipulatives, Stickers, Stampers, Eraser Toppers.	-79.80
01/09/2020	38501	Sharon Sullinger	Teacher Pay Teachers - Kinder Number Talks, Latkes, Cookies.	-89.10
01/09/2020	38502	Kate Suter	December 2019 Mileage.	-4.35
01/09/2020	38503	Jessica Weldele	Dollar Tree - Prize Box Items, Supplemental Materials, Calming Tools.	-34.48
01/09/2020	38504	Ramona Yakes	The Library Store - Multi-Fit Adjustable Book Jacket Cover 12"X300 ft. 2-Mil Roll, Pre-cut Book Jacket Attaching Tabs 500/pkg.	-99.47
01/14/2020	38505	Janet Fall	Replaces Overage Warrant # 13-232376 - AT#2671.	-118.26
01/22/2020	38506	Moni Varin	January 2019 Payroll Did Not Process.	-111.83
01/27/2020	38507	Lindsey Bell	TPT - Kinder Science Curriculum.	-35.00
01/27/2020	38508	Richard Benzing	Payton's True Value - Putty, Nuts & Bolts.	-22.37
01/27/2020	38509	Lucretia Browning	All For Pets & Target - Classroom Pet Supplies, Valentines Decor & Prizes, Icing.	-25.91
01/27/2020	38510	Lyndsey Clark	TPT - Science STEM & Number Poster.	-34.00
01/27/2020	38511	Gwendolyn Fraley	Dollar Tree - Materials For Art Project, Cosmetic Sponges, Foam Insulated Cups, Glad Storage Containers.	-30.17
01/27/2020	38512	Kip Frazer	Walmart - (2) Potting Soil, (2) Trowels.	-14.61
01/27/2020	38513	Lucia Gonzalez	FedEx - Overnight Shipment Of Health Forms For 6th Grade Camp - TDS.	-31.55
01/27/2020	38514	Stephen Hunsberger	Aquarium Supplies, Corn Syrup, Gum, Distilled Water, Poster Board.	-181.97
01/27/2020	38515	Emily Okerlund	Target & Dollar Tree - Toys & Table Covers.	-21.02
01/27/2020	38516	Jana Paper	Rite Aid & Walmart - (4) Mineral Oils & (6) Baby Oils.	-24.69
01/27/2020	38517	Brenda Potts	Teachers Pay Teachers - Number Line Clip Art, Doodle Font All Access Bundle, CVC Clip Art.	-96.85
01/27/2020	38518	Ron Renzulli	U-Haul for LMS 6th Grade Camp Luggage 1/6/20 & 1/10/20.	-258.20
01/27/2020	38519	Charles Spatafore	Vista Flags - Run For The Arts Set Of Flags For The Finish Line.	-115.23
01/27/2020	38520	Jennifer Speedie	Home Depot, Michaels, TPT - Transformation Supplies - Winter Fine Motor Skills, Semi Gloss, Glue Gun, Glue Sticks.	-54.50
01/27/2020	38521	Shea Starr	Refund Of Maile Starr's School Lunch Account.	-69.75
01/27/2020	38522	Ashley Street	Tinted Plastic Cups, SnapWords List A Teaching Cards, ABC Bootcamp, Back To School Forms and Checklists, Behavior Visual Cue Cards.	-179.59
01/27/2020	38523	Wilma Ward	Soccer Net Parts, Laminating, Donuts For Peace Patrol.	-115.47
01/27/2020	38524	Barbara Welch	Costco - Chicken Breast Meat For Thanksgiving Feast.	-142.89
01/28/2020	38525	Erin Garcia	Parking For ACSA Training 1/22/20 & 1/23/20.	-66.00
01/28/2020	38526	Caitlin Sullivan	Halloween Decor, Alphabet Box, Kinetic Sand, Magnetic Letters, Holiday Decor.	-130.64

-\$ 8,486.94

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 13, 2020

Agenda Item:

Ratification of P Card expenditure transactions for the month of December 2019.

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 December 2019.

Fiscal Impact (Cost):

\$17,622.54

Funding Source:

General Fund Total: \$13,240.77, Child Development Fund Total: \$3,480.14, Food Services Fund Total: \$901.63

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 

DECEMBER 2019 MISSION FEDERAL P-CARD LEDGER					
ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
ARNOLD,STACI	12/11/2019	\$ 525.00	WILLOWBROOK GOLF COURS	0100 1100000 1110 1000 5600000 368 150	VENUE RENTAL FOR LV LEADERSHIP MTG ON 9/17/19
TOTAL CHARGED TO BUDGET		\$ 525.00	0100 1100000 1110 1000 5600000 368 150		
ARNOLD,STACI	12/06/2019	\$ 470.31	GUITARCENTER.COM INTER	0100 0300658 1110 1000 4300000 368 150	SPEAKERS FOR OUR MUSIC PROGRAM
TOTAL CHARGED TO BUDGET		\$ 470.31	0100 0300658 1110 1000 4300000 368 150		
BEISIGL,BRIAN	12/04/2019	\$ 336.93	AMAZON WEB SERVICES	0100 0000000 0000 7700 5800000 189 730	LUSD'S OFFSITE CLOUD BACK-UP SYSTEM MONTHLY CHARGE
TOTAL CHARGED TO BUDGET		\$ 336.93	0100 0000000 0000 7700 5800000 189 730		
BOWMAN,ROBYN	12/12/2019	\$ 68.90	OFFICE DEPOT #908	1200-6105000-0001-1000-4300000-376-205	TAPE, MOUSE, MOUSE PAD, CALENDAR, NOTE PAD, ETC
	12/09/2019	\$ 55.05	SAMSClub.COM	1200-6105000-0001-1000-4300000-376-205	APPLESAUCE, MILK CHOCOLATE HOT COCOA, & POPCORN
	12/09/2019	\$ 25.86	DOLLAR TREE	1200-6105000-0001-1000-4300000-376-205	POPCORN BAGS
	12/05/2019	\$ 48.00	WAL-MART #1917	1200-6105000-0001-1000-4300000-376-205	MISC SNACK SUPPLIES, CRAFT SUPPLIES
	12/05/2019	\$ 94.31	OTC BRANDS INC	1200-6105000-0001-1000-4300000-376-205	TISSUE SNOW FLAKES, HOLIDAY PICTURE FRAME CRAFT KIT, SNOWMAN FRAME KIT
	12/05/2019	\$ 52.61	DOLLARTREE	1200-6105000-0001-1000-4300000-376-205	MISC HOLIDAY DECORATION AND CRAFT ITEMS
	12/05/2019	\$ 222.36	SMART AND FINAL 929	1200-6105000-0001-1000-4300000-376-205	MISC SNACK SUPPLIES, PAPER GOODS, ETC
	12/03/2019	\$ 141.91	WAL-MART #1917	1200-6105000-0001-1000-4300000-376-205	MISC HOLIDAY SUPPLIES FOR PROGRAM
TOTAL CHARGED TO BUDGET		\$ 709.00	1200-6105000-0001-1000-4300000-376-205		
BOWMAN,ROBYN	12/31/2019	\$ 380.80	KOHL'S #0756	1200-6105000-0001-1000-4300000-376-205	MISC SUPPLIES INCLUDING LINENS FOR KITCHEN, STORAGE, SERVING ITEMS, ETC
	12/26/2019	\$ 24.75	ROSS STORES #757	1200-6105000-0001-1000-4300000-376-205	MISC CLASSROOM DECORATIONS
	12/24/2019	\$ 72.73	MICHAELS STORES 4712	1200-6105000-0001-1000-4300000-376-205	MISC CLASSROOM DECORATIONS
	12/20/2019	\$ 44.77	EINSTEIN BROS BAGELS33	1200-6105000-0001-1000-4300000-376-205	BAGELS FOR WINTER WONDERLAND EVENT
	12/19/2019	\$ 73.55	WAL-MART #1917	1200-6105000-0001-1000-4300000-376-205	MISC SNACK SUPPLIES, GAMES, ETC
	12/19/2019	\$ 53.65	GTM DISCOUNT GENERAL S	1200-6105000-0001-1000-4300000-376-205	AIR FRYER
	12/19/2019	\$ 114.08	SAMS CLUB #6235	1200-6105000-0001-1000-4300000-376-205	MISC PROGRAM SUPPLIES
	12/17/2019	\$ (224.11)	KOHL'S #0756	1200-6105000-0001-1000-4300000-376-205	REFUND FOR VACUUM THAT NEVER DELIVERED
	12/16/2019	\$ 12.89	ALBERTSONS 0738	1200-6105000-0001-1000-4300000-376-205	COTTON BALLS FOR ART PROJECT
	12/15/2019	\$ 224.11	WWW.KOHL'S.COM #0873	1200-6105000-0001-1000-4300000-376-205	VACUUM CLEANER
	12/13/2019	\$ 60.32	ACORN'S GIFTS & GOO	1200-6105000-0001-1000-4300000-376-205	VARIOUS HOLIDAY DECORATIONS
	12/13/2019	\$ 25.85	ACORN'S GIFTS & GOO	1200-6105000-0001-1000-4300000-376-205	VARIOUS HOLIDAY DECORATION AND SUPPLIES
TOTAL CHARGED TO BUDGET		\$ 863.39			
COX,GRACE	12/02/2019	\$ 50.00	WPY*WPY*ANTIDEFAMATION	0100 1100000 1110 1000 5200010 384 190	NO PLACE FOR HATE REGISTRATION 2019-20 - CLASS IS ON 05/01/2019 AT 6:00 AM
TOTAL CHARGED TO BUDGET		\$ 50.00	0100 1100000 1110 1000 5200010 384 190		
DEROSIER,LISA A	12/18/2019	\$ 588.00	EIG*CONSTANTCONTACT.C	0100 0000000 0000 7200 5300000 189 610	CONSTANT CONTACT DOUBLE BILLED. A REFUND WILL SHOW UP IN JANUARY.
	12/16/2019	\$ 588.00	EIG*CONSTANTCONTACT.C	0100 0000000 0000 7200 5300000 189 610	YEARLY SUBSCRIPTION TO CONSTANT CONTACT FOR FRIDAY CONNECT.
TOTAL CHARGED TO BUDGET		\$ 1,176.00	0100 0000000 0000 7200 5300000 189 610		
DEROSIER,LISA A	12/11/2019	\$ 23.85	ALBERTSONS 0738	0100 0000000 0000 7200 4300000 189 630	REFRESHMENTS FOR MATH PATHWAYS PARENT MEETING
TOTAL CHARGED TO BUDGET		\$ 23.85	0100 0000000 0000 7200 4300000 189 630		
GARCIA,ERIN	12/11/2019	\$ 35.99	ALLIES GIFTS AND SHIPP	0100 0000000 0000 7200 5900010 189 670	OVERNIGHT MAILING FOR BOND FILING
TOTAL CHARGED TO BUDGET		\$ 35.99	0100 0000000 0000 7200 5900010 189 670		
GARCIA,ERIN	12/08/2019	\$ 15.00	ACE PARKING 1150	0100 0000000 0000 7200 5200010 189 670	PARKING FOR ERIN GARCIA AT CSBA CONFERENCE DEC. 4
	12/06/2019	\$ 15.00	ACE PARKING 1150	0100 0000000 0000 7200 5200010 189 670	PARKING FOR ERIN GARCIA AT CSBA CONFERENCE DEC. 5
	12/05/2019	\$ 15.00	ACE PARKING 1150	0100 0000000 0000 7200 5200010 189 670	PARKING FOR ERIN GARCIA AT CSBA CONFERENCE DE. 6
TOTAL CHARGED TO BUDGET		\$ 45.00	0100 0000000 0000 7200 5200010 189 670		
GARCIA,ERIN	12/05/2019	\$ 35.90	STARBUCKS STORE 15511	0100 0000000 0000 7200 4300000 189 670	COFFEE FOR RIBBON CUTTING AT EUCALYPTUS HILLS ELEMENTARY
TOTAL CHARGED TO BUDGET		\$ 35.90	0100 0000000 0000 7200 4300000 189 670		
GREEN, TESSA	12/4/2019	270.83	MARECHIAROS ITALIAN	0100 0300616 1110 1000 4300000 047 270	PARENT/TEACHER CONFERENCE EVENING APPOINTMENTS
	12/8/2019	125.69	MARECHIAROS ITALIAN	0100 0300616 1110 1000 4300000 047 270	PARENT
TOTAL CHARGED TO BUDGET		\$ 396.52	0100 0300616 1110 1000 4300000 047 270		
GREEN, TESSA	12/13/2019	399.00	CORWIN LEARNING	0100 0300616 1110 1000 5200010 047 270	EQUITY BY DESIGN CONF. REGISTRATION FOR TESSA GREEN, PHOENIX, AZ FEB. 12 & 13
TOTAL CHARGED TO BUDGET		\$ 399.00	0100 0300616 1110 1000 5200010 047 270		
HARDIMAN, LESLIE	12/08/2019	\$ 271.80	GET SMART PRODUCTS	0100 0300675 1110 1000 5800000 047 270	25 PACK DOUBLE VIEW FOLDERS IMPRINTED WITH LOGO
TOTAL CHARGED TO BUDGET		\$ 271.80	0100 0300675 1110 1000 5800000 047 270		
HARDIMAN, LESLIE	12/15/2019	\$ 281.64	HOTELSCOM9205699900250	0100 0300616 1110 1000 5200010 047 270	HOTEL FOR TESSA GREEN EQUITY BY DESIGN CONF. PHOENIX, AZ FEB. 12 & 13
TOTAL CHARGED TO BUDGET		\$ 281.64	0100 0300616 1110 1000 5200010 047 270		

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HARDIMAN,LESLIE	12/18/2019	\$ 100.00	ROBOTEVENTS.COM	0100 0300208 1110 1000 5800076 047 270	ROBOTICS EVENT REGISTRATION FEES
	12/18/2019	\$ 100.00	ROBOTEVENTS.COM	0100 0300208 1110 1000 5800076 047 270	ROBOTICS EVENT REGISTRATION FEES
	12/18/2019	\$ 170.00	ROBOTEVENTS.COM	0100 0300208 1110 1000 5800076 047 270	ROBOTICS EVENT REGISTRATION FEES
	12/18/2019	\$ 100.00	ROBOTEVENTS.COM	0100 0300208 1110 1000 5800076 047 270	ROBOTICS EVENT REGISTRATION FEES
	12/18/2019	\$ 100.00	ROBOTEVENTS.COM	0100 0300208 1110 1000 5800076 047 270	ROBOTICS EVENT REGISTRATION FEES
	12/18/2019	\$ 100.00	ROBOTEVENTS.COM	0100 0300208 1110 1000 5800076 047 270	ROBOTICS EVENT REGISTRATION FEES
TOTAL CHARGED TO BUDGET		\$ 670.00	0100 0300208 1110 1000 5800076 047 270		
JOHNSEN,ANDREW	12/23/2019	\$ 19.99	APPLE.COM/BILL	0100 0000000 0000 7200 4300000 189 610	AUDIO BOOK: MULTIPLIERS, REVISED AND UPDATED
	12/15/2019	\$ 52.80	APPLE.COM/US	0100 0000000 0000 7200 4300000 189 610	IPHONE 6 PLUS CASE
TOTAL CHARGED TO BUDGET		\$ 72.79	0100 0000000 0000 7200 4300000 189 610		
JOHNSEN,ANDREW	12/24/2019	\$ 7.96	SAN DIEGO UNION TRIB-S	0100 0000000 0000 7200 5300000 189 610	UNION TRIBUNE SUBSCRIPTION
TOTAL CHARGED TO BUDGET		\$ 7.96	0100 0000000 0000 7200 5300000 189 610		
JOHNSEN,ANDREW	12/08/2019	\$ 229.12	CHEESECAKE HEADQUARTER	0100 0000000 0000 7100 4300000 189 610	LUNCH FOR BOARD MEMBERS AND ADMINISTRATORS DURING CSBA CONFERENCE
TOTAL CHARGED TO BUDGET		\$ 229.12	0100 0000000 0000 7100 4300000 189 610		
JOHNSEN,ANDREW	12/08/2019	\$ 15.00	ACE PARKING 1150	0100 0000000 0000 7200 5200010 189 610	PARKING AT CSBA CONFERENCE
	12/06/2019	\$ 15.00	ACE PARKING 1150	0100 0000000 0000 7200 5200010 189 610	PARKING AT CSBA CONFERENCE
	12/05/2019	\$ 15.00	ACE PARKING 1150	0100 0000000 0000 7200 5200010 189 610	PARKING AT CSBA CONFERENCE
TOTAL CHARGED TO BUDGET		\$ 45.00	0100 0000000 0000 7200 5200010 189 610		
KEIPER,KEITH	12/15/2019	\$ 91.99	HEGGERTY PHONEMIC AWAR	0100 0000600 11101000 4300000 092 230	SUPPLIES FOR EAK CLASS
TOTAL CHARGED TO BUDGET		\$ 91.99	0100 0000600 11101000 4300000 092 230		
KEIPER,KEITH	12/23/2019	\$ 964.56	URBANE CAFE EL CAJON 2	0100 0100010 0000 2700 4300000 092 230	HOLIDAY STAFF LUNCHEON MEETING
TOTAL CHARGED TO BUDGET		\$ 964.56			
MULL,STEVE	12/10/2019	\$ 194.05	PAYPAL *REVROBOTICS	0100 0300624 1110 1000 4300000 350 250	ROBOTICS EQUIPMENT
	12/08/2019	\$ 367.62	ANDY MARK INC	0100 0300624 1110 1000 4300000 350 250	ROBOTICS EQUIPMENT
TOTAL CHARGED TO BUDGET		\$ 561.67	0100 0300624 1110 1000 4300000 350 250		
MULL,STEVE	12/05/2019	\$ 834.80	ACCUTRAIN CORPORATION	0100 3010000 1110 1000 5200010 350 250	DEFIANT STUDENT SEMINAR FOR 5 TEACHERS DEC. 13
TOTAL CHARGED TO BUDGET		\$ 834.80			
MULL,STEVE	12/02/2019	\$ 302.14	WEISSMAN DESIGNS FOR D	0100 0300672 1110 1000 4300000 350 250	CHORUS COSTUMES
TOTAL CHARGED TO BUDGET		\$ 302.14	0100 0300672 1110 1000 4300000 350 250		
MURPHY,JERRED C	12/04/2019	\$ 18.99	SMART AND FINAL 930	0100-9065000-7110-1000-4300000-092-205	PEPPERONI FOR SNACK PROJECT
	12/04/2019	\$ 219.47	SMART AND FINAL 929	0100-9065000-7110-1000-4300000-092-205	APPLE PIE FILLING, BREAD, CARROTS, OTHER SNACK ITEMS
TOTAL CHARGED TO BUDGET		\$ 238.46	0100-9065000-7110-1000-4300000-092-205		
MURPHY, JERRED C	12/20/2019	\$ 376.05	MICHAELS STORES 3256	0100-9065000-7110-1000-4300000-092-205	CRICKET CUTTER FOR CRAFT CLUB
	12/16/2019	\$ 137.73	SAMS CLUB #6235	0100-9065000-7110-1000-4300000-092-205	SPLIT - AIR FRYER OVENS FOR CENTER COOKING CLUBS(X3), MISC PROGRAM SUPPLIES FOR
TOTAL CHARGED TO BUDGET		\$ 513.78	0100-9065000-7110-1000-4300000-092-205		
MURPHY, JERRED C	12/22/2019	\$ 149.86	BONGIOVANNI ITALIAN RE	0100-9065000-7110-1000-4300000-350-205	END OF YEAR STAFF MEETING
	12/16/2019	\$ 137.75	SAMS CLUB #6235	0100-9065000-7110-1000-4300000-350-205	SPLIT - AIR FRYER OVENS FOR CENTER COOKING CLUBS(X3), MISC PROG. SUPP., SNACKS & COOKING CLUB SUPPLIES (5.3
TOTAL CHARGED TO BUDGET		\$ 287.61	0100-9065000-7110-1000-4300000-350-205		
MURPHY,JERRED C	12/16/2019	\$ 1,075.34	SAMS CLUB #6235	0100-9065000-7110-1000-4400010-350-205	SPLIT - 65" VIZIO SMART TV (X2) (41.94%)
TOTAL CHARGED TO BUDGET		\$ 1,075.34	0100-9065000-7110-1000-4400010-350-205		
MURPHY, JERRED C	12/27/2019	\$ 45.60	SQ *SQ *HONEY DONUTS	1200-9010200-8500-5000-4300000-781-205	DONUTS FOR BREAKFAST FOR CAMP
	12/20/2019	\$ 114.99	JOANN STORES #1011	1200-9010200-8500-5000-4300000-781-205	MISC CRAFT PROJECTS FOR WINTER CAMP
	12/17/2019	\$ 107.18	JOANN STORES #1011	1200-9010200-8500-5000-4300000-781-205	MISC SUPPLIES FOR WINTER CAMP
	12/06/2019	\$ 650.16	MISSION IMPRINTABLES I	1200-9010200-8500-5000-4300000-781-205	YOUTH T-SHIRTS TOTAL OF 295
TOTAL CHARGED TO BUDGET		\$ 917.93	1200-9010200-8500-5000-4300000-781-205		
MURPHY, JERRED C	12/27/2019	\$ 989.82	JOHNS INCREDIBLE PIZZA	1200-9010200-8500-5000-5800076-781-205	COST FOR FIELD TRIP WINTER CAMP
TOTAL CHARGED TO BUDGET		\$ 989.82	1200-9010200-8500-5000-5800076-781-205		
MURPHY,JERRED C	12/16/2019	\$ 137.73	SAMS CLUB #6235	0100-9065000-7110-1000-4300000-376-205	SPLIT - AIR FRYER OVENS FOR CENTER COOKING CLUBS(X3), MISC PROG. SUPP., SNACKS & COOKING CLUB SUPPLIES (5.3
TOTAL CHARGED TO BUDGET		\$ 137.73	0100-9065000-7110-1000-4300000-376-205		
MURPHY,JERRED C	12/16/2019	\$ 537.67	SAMS CLUB #6235	0100-9065000-7110-1000-4400010-376-205	SPLIT - 65" VIZIO SMART TV (X1) (20.97%)
TOTAL CHARGED TO BUDGET		\$ 537.67	0100-9065000-7110-1000-4400010-376-205		
MURPHY,JERRED C	12/16/2019	\$ 537.67	SAMS CLUB #6235	0100-9065000-7110-1000-4400010-092-205	SPLIT - 65" VIZIO SMART TV (X1) (20.97%)
TOTAL CHARGED TO BUDGET		\$ 537.67	0100-9065000-7110-1000-4400010-092-205		
OWENS,TODD	12/29/2019	\$ 60.00	CA DEPT PEST REGS LICE	0100 8150000 0000 8100 5300000 189 710	RENEW QAC LICENSE

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TOTAL CHARGED TO BUDGET		\$ 60.00	0100 8150000 0000 8100 5200010 189 710		
OWENS,TODD	12/13/2019	\$ 260.00	CTN EDUCATIONAL SERVIC	0100 8150000 0000 8100 5200010 189 710	PESTICIDE COURSES TO RENEW QAC LICENSE
TOTAL CHARGED TO BUDGET		\$ 260.00	0100 8150000 0000 8100 5200010 189 710		
OWENS,TODD	12/12/2019	\$ 110.00	YOUNGS SEMINARS	0100 8150000 0000 8100 5200010 189 710	PESTICIDE COURSES TO RENEW QAC LICENSE
TOTAL CHARGED TO BUDGET		\$ 110.00	0100 8150000 0000 8100 5200010 189 710		
OWENS,TODD	12/11/2019	\$ 187.50	FMCSA D&A CLEARINGHOUS	0100 0982000 0000 3600 5600000 189 750	SPLIT - DRUG TESTING FOR BUS DRIVERS (50%)
TOTAL CHARGED TO BUDGET		\$ 187.50	0100 0982000 0000 3600 5600000 189 750		
OWENS,TODD	12/11/2019	\$ 187.50	FMCSA D&A CLEARINGHOUS	0100 0983000 5001 3600 5600000 189 750	SPLIT - DRUG TESTING FOR BUS DRIVERS (50%)
TOTAL CHARGED TO BUDGET		\$ 187.50	0100 0983000 5001 3600 5600000 189 750		
OWENS,TODD	12/10/2019	\$ 209.84	SMARTSIGN	0100 8150000 0000 8100 4300000 189 710	DROP OFF SIGNS FOR TDS
TOTAL CHARGED TO BUDGET		\$ 209.84	0100 8150000 0000 8100 4300000 189 710		
REED, KIM	12/11/2019	\$ 450.00	CCSESA	0100 0000000 0000 7200 5200010 189 630	REGISTRATION FOR CISC LEADERSHIP SYMPOSIUM
	12/08/2019	\$ 15.00	ACE PARKING 1150	0100 0000000 0000 7200 5200010 189 630	PARKING FOR CSBA DEC. 6, 2019
	12/06/2019	\$ 15.00	ACE PARKING 1150	0100 0000000 0000 7200 5200010 189 630	PARKING FOR CSBA DEC. 5, 2019
TOTAL CHARGED TO BUDGET		\$ 480.00	0100 0000000 0000 7200 5200010 189 630		
REED,KIM	12/20/2019	\$ 125.00	SCHED ORG	0100 0000000 1110 1000 5800092 189 630	ONLINE SCHEDULING TOOL FOR JANUARY PROFESSIONAL DEVELOPMENT
TOTAL CHARGED TO BUDGET		\$ 125.00	0100 0000000 1110 1000 5800092 189 630		
REED,KIM	12/17/2019	\$ 250.14	KIWICO, INC.	0100 0202000 1110 1000 4300000 189 630	TWO SCIENCE KITS FOR HOMEFLEX STUDENTS
TOTAL CHARGED TO BUDGET		\$ 250.14	0100 0202000 1110 1000 4300000 189 630		
ROSA,JIM	12/06/2019	\$ 188.00	GRAINGER	0100 0300601 1110 1000 4300000 343 110	SPRAY PAINT IS USED ON OUR FIELDS TO CREATE LINES FOR PE GAMES
TOTAL CHARGED TO BUDGET		\$ 188.00	0100 0300601 1110 1000 4300000 343 110		
SPERO, SARAH	12/18/19	\$ 205.27	THE WEBSTAUANT STORE	1300 5310000 0000 3700 4300000 189 770	SMALL WARES FOR FOOD STORAGE IN SALAD BARS
TOTAL CHARGED TO BUDGET		\$ 205.27	1300 5310000 0000 3700 4300000 189 770		
SPERO, SARAH	12/22/19	\$ 17.77	ALBERTSONS	1300 5310000 0000 3700 4700000 189 770	FOOD FOR BOARD CATERING
TOTAL CHARGED TO BUDGET		\$ 17.77	1300 5310000 0000 3700 4700000 189 770		
SPERO, SARAH	12/22/19	\$ 678.59	ENTERPRISE RENT-A-CAR	1300 5310000 0000 3700 5600000 189 770	TRUCK RENTAL
TOTAL CHARGED TO BUDGET		\$ 678.59	1300 5310000 0000 3700 5600000 189 770		
WINSPEAR, NATALIE	12/19/19	\$ 26.56	GREEK CHICKEN	0100 0980000 1110 2490 4300000 189 620	READINESS & EMERGENCY MGMT FOR SCHOOLS TRAINING - LUNCH PROVIDED
TOTAL CHARGED TO BUDGET		\$ 26.56	0100 0980000 1110 2490 4300000 189 620		

\$17,622.54

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 13, 2020

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (January 1, 2019 to January 31, 2019)

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 and change orders for the period of January 1, 2019, through January 31, 2019 is attached.

Fiscal Impact (Cost):

\$653,897.99

Funding Source:

General Fund Total: \$77,826.10 Pre-School Fund Total: 468.72, Food Services Fund Total: \$9,602.28, Bond Fund Total: \$566,000.89, and Developer Fees Fund Total: N/A

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 

JANUARY 2020 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site	Total
0000005695	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	T&C - SPED	0100	SPED	\$ 450.00
0000005696	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	T&C - SPED	0100	SPED	\$ 125.00
0000005697	SAN DIEGO COUNTY OFFICE OF ED	T&C - SPED	0100	SPED	\$ 120.00
0000005698	DEBRA DUPREE	I2020-021 PROF DEV - HR	0100	HR	\$ 2,250.00
0000005699	SAN DIEGO COUNTY OFFICE OF ED	T&C - SPED	0100	SPED	\$ 125.00
0000005700	UC REGENTS	T&C - SUPT	0100	SUPT	\$ 1,320.00
0000005703	SCHOOL SERVICES OF CA, INC	SABRE REPORT - BUS SVCS	0100	BUS SVCS	\$ 250.00
0000005705	ALAMEDA COUNTY OFFICE OF EDUCATION	T&C/CHARTERS CONF - BUS SVCS	0100	BUS SVCS	\$ 825.00
0000005706	AMITY INSTITUTE, LTD	I2020-016 J-1 VISAS - TDS	0100	TDS	\$ 3,200.00
0000005707	COPY CORRAL	PRINTING SERVICES - TDS	0100	TDS	\$ 161.63
0000005708	DISCOVERY TOURS & TRAVEL	TRANSPORTATION - TDS	0100	TDS	\$ 6,951.75
0000005709	PALOS SPORTS	FOOTBALLS - TDS	0100	TDS	\$ 138.42
0000005710	GOPHER SPORT	BASKETBALL HOOPS - WG	0100	WG	\$ 151.15
0000005711	SEA WORLD OF CALIFORNIA	FIELD TRIP ADMISSION - EH	0100	EH	\$ 1,430.00
0000005713	USS MIDWAY MUSEUM	FIELD TRIP - RV	0100	RV	\$ 469.00
0000005714	USS MIDWAY MUSEUM	FIELD TRIP - RV	0100	RV	\$ 378.00
0000005715	USS MIDWAY MUSEUM	FIELD TRIP - RV	0100	RV	\$ 378.00
0000005716	CELEBRATE LIFE	PLAQUE - SUPT	0100	SUPT	\$ 19.70
0000005717	CALIFORNIA ENVIRONMENTAL SOLUTIONS, INC	OPACITY TESTING - TRANS	0100	TRANS	\$ 1,365.00
0000005718	ALPHA INVESTMENTS, INC.	MEETING ROOM RENTAL - SUPT	0100	SUPT	\$ 525.00
0000005719	NEOPOST USA, INC.	POSTAGE INK - SUPT	0100	SUPT	\$ 463.12
0000005720	IDENT-A-KID SERVICES OF AMERICA, INC.	TARDY SLIPS/VISITOR LABELS-LV	0100	LV	\$ 181.50
0000005721	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	LEADERSHIP PACKETS - LMS	0100	LMS	\$ 1,340.00
0000005722	HEARTLAND PAYMENT SYSTEMS, INC.	CREDIT CARD READER - LMS	0100	LMS	\$ 64.65
0000005723	ONE STONE APPAREL INC	SHIRTS - LMS	0100	LMS	\$ 352.34
0000005724	PEARSON EDUCATION	HISTORY BOOKS FOR LF - ED SVCS	0100	ED SVCS	\$ 726.44
0000005726	DAVE BANG ASSOCIATES INC OF CA	PLAY STRUCTURE STAIRS LV-MAINT	0100	MAINT	\$ 6,266.05
0000005727	SMART & FINAL	SNACKS & WATER PD DAY - BUS SV	0100	BUS SVS	\$ 216.61
0000005728	ORENDA EDUCATION	V2020-065 COACHING LP - SUPT	0100	SUPT	\$ 8,333.00
0000005738	SCHOLASTIC CLASSROOM MAGAZINES	MAGAZINE SUBSCRIPTIONS-TDS	0100	TDS	\$ 122.52
0000005742	LASERCYCLE USA, INC.	INK/TONER-BUS SVCS FOR VARIOUS	0100	DISTRICT	\$ 1,866.91
0000005744	PAYTON TRUE VALUE HARDWARE	TOOLS - TECH	0100	TECH	\$ 78.83
0000005745	SCHOOL SPECIALTY, INC	MOBILE CUBBY - LF	0100	LF	\$ 491.51
0000005746	CYT	FIELD TRIP ADMISSION - RV	0100	RV	\$ 1,656.00
0000005749	DARREN MURPHY	CPR TRAINING - BUS SVCS	0100	BUS SVCS	\$ 6,020.00
0000005750	ALPHA INVESTMENTS, INC.	MEETING ROOMS - SUPT	0100	SUPT	\$ 300.00
0000005752	LASERCYCLE USA, INC.	BLANKET 2019-20 - LMS	0100	LMS	\$ 300.00
0000005753	LASERCYCLE USA, INC.	PRINTER INK - RV	0100	RV	\$ 76.45
0000005754	SWRCB FEES	PERMIT FEES - TRANS	0100	TRANS	\$ 150.00

JANUARY 2020 PURCHASE ORDERS

0000005755	EDUDANCE CLASSROOMS IN MOTION	L2020-003 DANCE - LF	0100	LF	\$	1,760.00
0000005756	TRANSTRAKS	SOFTWARE - TRANS	0100	TRANS	\$	1,485.00
0000005757	SD COUNTY SUPERINTENDENT OF SCHOOLS	CAC DINNER - BOARD/SUPT	0100	SUPT	\$	140.00
0000005758	MCGRAW-HILL	NUMBERS SOFTWARE - SPED	0100	SPED	\$	131.16
0000005759	PRO-ED	RECORDING BOOKLETS - SPED	0100	SPED	\$	211.95
0000005760	SOUTHWEST SCHOOL & OFFICE SUPPLY	DESK CHAIR - BUS SVCS	0100	BUS SVCS	\$	311.40
0000005761	SUPER DUPER PUBLICATIONS	RECORDING FORMS - SPED	0100	SPED	\$	94.82
0000005762	NCS PEARSON, INC	TESTING FORMS - PSYCH SVCS	0100	PSYCH	\$	1,107.43
0000005763	SAN DIEGO COUNTY OFFICE OF ED	T&C - PUP SVCS	0100	PUP SVCS	\$	125.00
0000005764	SCHOLASTIC CLASSROOM MAGAZINES	SPANISH MAGS - WG	0100	WG	\$	749.69
0000005765	SEA WORLD OF CALIFORNIA	FIELD TRIP ADMISSION - WG	0100	WG	\$	1,157.00
0000005766	DATTEL SYSTEMS INCORPORATED	6 LAPTOPS - ESS	0100	ESS	\$	3,977.96
0000005767	DATTEL SYSTEMS INCORPORATED	CLASSROOM TV COMPONENTS - LF	0100	LF	\$	2,477.19
0000005770	MATH TRANSFORMATIONS	I2020-001 MATH CONSULTANT-TDS	0100	TDS	\$	4,200.00
0000005771	CERTIFIED MOBILE SHRED	DOCUMENT SHREDDING-TDS	0100	TDS	\$	75.00
0000005772	ESSEX SOUND	TECH SERVICES - LMS	0100	LMS	\$	720.00
0000005773	WELLS FARGO VENDOR FINANCIAL SERVICES	6 MONTH LEASE COPY MACHINE-LF	0100	LF	\$	463.92
					\$	68,826.10
0000005725	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	T&C - CARE FOR LEAPP	1200	LEAPP	\$	125.00
					\$	125.00
0000005702	BEDCO	TRUCK LIFT REPAIRS - FS	1300	FS	\$	2,202.28
0000005704	E-CONTROL SYSTEMS, INC.	SOFTWARE - FS	1300	FS	\$	100.00
0000005747	VENISSIMO CHEESE, INC.	CHEESE MAKING/TASTING - FS	1300	FS	\$	800.00
					\$	3,102.28
0000005701	TEKWORKS, INC.	BLANKET 19-20 VID SURV - BOND	2139	BOND	\$	287,361.69
0000005734	ALPHA STUDIO DESIGN GROUP	VIDEO SURVEILLANCE - BOND	2139	BOND	\$	1,300.00
0000005735	ALPHA STUDIO DESIGN GROUP	LMS ROOFING - BOND	2139	BOND	\$	750.00
0000005736	ALPHA STUDIO DESIGN GROUP	EH & WG FIRE ALARM - BOND	2139	BOND	\$	1,250.00
0000005751	CONSULTING & INSPECTION SERVICES, LLC	EH SHADE STRUCTURE - BOND	2139	BOND	\$	360.00
0000005768	GEM INDUSTRIAL	SHADE STRUCTURE EH & WG-BOND	2139	BOND	\$	254,079.20
					\$	545,100.89

JANUARY 2020 PURCHASE ORDERS

CHANGE ORDER AMOUNT INFORMATION

0000005067	IMPERIAL SPRINKLER SUPPLY	CHANGE ORDER - MAINT	0100	MAINT	\$	1,000.00
0000005217	SOUTHWEST SCHOOL & OFFICE SUPPLY	CHANGE ORDER - LP	0100	LP	\$	1,000.00
0000005245	AMAZON CAPITAL SERVICES	CHANGE ORDER - LP	0100	LP	\$	5,000.00
0000005246	AMAZON CAPITAL SERVICES	CHANGE ORDER - LC	0100	LC	\$	2,000.00
					\$	9,000.00
0000005145	HOME DEPOT	CHANGE ORDER - ESS	1200	ESS	\$	343.72
					\$	343.72
0000004998	GALASSO'S BAKERY	CHANGE ORDER - FS	1300	FS	\$	6,500.00
					\$	6,500.00
0000005317	A&S FLOORING	CHANGE ORDER - BOND	2139	BOND	\$	20,900.00
					\$	20,900.00
		TOTAL PURCHASE ORDERS			\$	617,154.27
		TOTAL CHANGE ORDERS			\$	36,743.72
		TOTAL PO'S AND C/O'S			\$	653,897.99

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 13, 2020

Agenda Item:

Approve contract for period of 7/1/2020-9/30/2021 with up to two one-year voluntary extensions with Datel Systems Inc. for Switch and Wireless Access Points with Installation.

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

This contract is dependent upon the procurement of products and/or services following these conditions: 1. Assessment of Technology Infrastructure requirements 2. Final approval of 2020-2021 LUSD budget 3. Award of associated E-rate funding

Fiscal Impact (Cost):

\$1,430,788.82 (Approximately 60%, \$858,473 from E-rate Funding and Approximately 40%, \$572,315 from LUSD, only if funding is available)

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 

AGREEMENT

THIS AGREEMENT, made this 31 day of January 2020, in the County of San Diego, State of California, by and between the Lakeside Union School District, herein called the School and Datel Systems Incorporated, hereinafter called the Vendor, WITNESSETH that the School and the Vendor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK.

The Vendor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**Lakeside Union School District
Switch and Wireless AP with Installation
E-RATE Funding Year 2020-2021**

The procurement of these products and/or services will be dependent upon the following conditions and reserves the right to cancel this contract agreement:

1. Assessment of Technology Infrastructure requirements
2. Final approval of next year's fiscal budget;
3. Award of associated E-rate funding;

Contract Term: 7/1/2020-9/30/2021 with up to two one-year voluntary extensions.

Payment Term: Prefer **SPI (Service Provider Invoice)** Method, where Vendor invoices School just the portion that is not covered by Erate funding if the School waits for funding approval. However, Form 472 Billed Entity Applicant Reimbursement "BEAR" Method can be used if School proceeds without funding. Vendor will invoice Customer the full amount of the invoice, payment will be made by School within thirty (30) days from the date of invoice and School will seek reimbursement through USAC's BEAR process.

Equipment can be installed as early as 4/1/2020 for the 2019-20 Erate year as long as invoicing starts on or after 7/1/2020.

Projected installation would be after award by E-Rate. Installation would need to take place after school hours, or during a school break period.

ARTICLE 2 - TIME FOR COMPLETION.

(a) Once work commences, the vendor will have fourteen (180) calendar days to complete the work. Work must be completed when school is not in session (after school hours, weekends, etc.).

(b) In entering into this Agreement, the Vendor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE.

The District shall pay to the Vendor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of **(\$1,430,788.82)** Dollars. If the School wishes to proceed without SLD funding notification, they will pay 100% and be reimbursed through the BEAR process.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties named below, on the day and year designated.

VENDOR

Datel Systems Incorporated

SPIN# 143006103

Date 01/31/2020

By  / Sean Yost

Title Sr. Account Manager

Phone 858-871-5706

Email syost@datelsys.com

**School: Lakeside Union School District
12335 Woodside Ave, Lakeside CA 92040**

Date _____

By _____

Title _____

Phone _____

Email _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Feb. 13, 2020

Agenda Item:

Approve Agreement with Facilitron for District-wide customer service software and online support for the development and implementation of an online facility request and rental system

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

The District is seeking approval of an agreement with Facilitron where community groups will be able to submit requests for facility rental usage. This platform will allow more visibility to the community for rental/usage requests while following LUSD's board policies on facility use. LUSD's administrative staff will make final decisions on all facility use requests. Facilitron will assist with set up of organization user accounts, verification of non-profit status, collection of Proof of Insurance and collect payments conveniently by major credit card, check, ACH and Paypal. There is no upfront cost to the District for use of this system. A service fee is charged and retained per transaction by Facilitron. Through a more streamlined system, we anticipate increased community usage to our facilities, which will offset service fees and increase Use of Facility revenue.

Fiscal Impact (Cost):

Overall increase to Use of Facility revenue, with small service fee for Facilitron

Funding Source:

N/A

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:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

LUSD
Contract #
V2020-084

**Lakeside Union School District and Facilitron, Inc.
Online Facilities Rental Storefront Agreement**

This Online Facilities Rental Storefront Agreement (this "Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and between Lakeside Union School District (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company"). The Client and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H

A. WHEREAS, the Company is the operator of an Internet website that provides its customers with a web storefront for the presentation and rental of facilities; and

B. WHEREAS, the Client desires to present and rent its facilities on a web storefront hosted by the Company ("the "Client Facilities Rental Storefront") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

A G R E E M E N T

1. **Definitions.** As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

(a) **"Company Site"** shall mean the Company's website maintained at www.facilitron.com and any successor or supplemental locations.

(b) **"Client Site"** shall mean Client's website maintained at: www.lsusd.net and any successor or supplemental locations.

(c) **"End Users"** shall mean individuals or outside group representatives as well as any employee, contractor or agent of Client who uses the Online Facilities Rental Storefront to rent Client Facilities.

(d) **"Client Facilities"** shall mean the facilities that the Client intends to rent.

(e) **"Online Facilities Rental Storefront"** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of renting Client Facilities to End-Users (www.facilitron.com/lusd92040 and any successor or supplemental locations).

(f) **"Services"** shall mean the act of setting up and populating Online Facilities Rental Storefront and Client Facilities for presentation and rental, providing additional offerings facilitating rental transactions, such as liability insurance, taking rental orders, processing of payments and disbursements, and providing customer support.

(g) **"Transaction"** as used in the Exhibit "A" herein shall mean the total of each reservation that an End-User makes by using the Online Facilities Rental Storefront. For example, if a

reservation is made that includes twenty (20) uses of a Client Facility, the "Transaction" will be the total costs associated with all twenty (20) uses.

2. Grant of Rights.

(a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and rent Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.

(b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client's limited payment collection agent solely for the purpose of accepting rental and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that Company accepts payments from End Users as the Client's limited payment collection agent and that Company's obligation to pay the Client is subject to and conditioned upon successful receipt of the associated payments from End Users. In accepting appointment as the limited authorized agent of the Client, the Company assumes no liability for any acts or omissions of the Client.

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee"). **Company shall withhold a commission from the Client or charge End Users a service fee, as determined by the Client pursuant to Exhibit "A", which is attached hereto and incorporated herein by reference.** Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in California law or Client's board policies. Company shall remit all collected Client Fee payments for completed rentals minus any applicable commission and any End User refunds by a check to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.

(d) Audit. Upon at least ten (10) calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company's books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant or other appropriate auditor) concludes that additional amounts were owed during the audited period, the Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than thirty percent (30%) of the amounts actually paid for such period, then the Company shall pay the reasonable fees and expenses charged by such accounting firm in addition to any additional amounts owed.

3. Scope of Services.

Company shall be responsible for (a) designing and hosting facility rental websites equipped with rental application and payment processing for each facility, (b) maintaining the websites and calendar to ensure that the sites are functionable and usable, (c) providing account management and customer service personnel as are reasonably necessary to perform, maintain and manage the Services, (d) coordinating all administrative functions associated with the Services, and (e) conducting any other operations reasonably necessary to perform the Services. Company shall comply with all industry standards, any Client rules and regulations concerning the use of Client Facilities, Client's reasonable requests, and all applicable law.

4. Client Obligations.

(a) Solely for purposes of conducting the Services, Client shall use commercially reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated rental availability data in a timely manner.

(b) The Client shall use commercially reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement or acquired by it during the Term of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks; Client Marks and Company Marks.

(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, non-transferable, revocable license to use the Client's trademarks ("Client Marks") solely on the Online Facilities Rental Storefront and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of this Agreement or of the herein granted license for any reason, the Company shall promptly discontinue use of the Client Marks.

(b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with marketing rental of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use commercially reasonable efforts not to do or suffer to be done any act or thing which will in any way impair the rights of the Company and to the Company Marks. It is understood that Client shall not acquire and shall not claim any title to the Company Marks adverse to the Company by

virtue of the license granted herein, it being the intention of the Parties that use of the Company Marks by Client shall at all times inure to the benefit of the Company. Upon termination of this Agreement or of the herein granted license for any reason, Client agrees to promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

7. Privacy Policy.

Company shall ensure that any collection, use of or disclosure of any individual, aggregate and/or personally-identifiable customer data and information about the End Users by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). To the extent any End-User data contains student data, pupil records, or other personally identifiable information of a student, Company shall comply with SOPIPA and California Education Code Section 49073.1, the mandatory provisions of which are incorporated herein by reference. Company shall post throughout the Term of this Agreement, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company shall ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or would reasonably be regarded as being of a confidential nature or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient or would reasonably be regarded as being of a confidential nature; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information of the Disclosing Party; (v) is disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by law, provided that (A) Recipient gives

reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) Duty to Hold in Confidence. Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own Confidential Information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) Permitted Disclosures. To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information for purposes of the Recipient's performance of the Agreement. Except as permitted in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) Obligation to Return Confidential Information. Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information.

9. Representations and Warranties.

(a) Client Representations and Warranties. Client represents and warrants to the Company as of the Effective Date that:

(i) Authority. Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of Client or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.

(b) Company Representations and Warranties. The Company represents and warrants to Client as of the Effective Date that:

(i) Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.

(iii) Binding Obligation. When executed and delivered by the Company and Client, this Agreement will be valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.

(iv) Confidentiality Agreements. The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.

(v) Non-infringement. The Company represents and warrants that the Company Site and the Online Facilities Rental Storefront do not knowingly infringe any Intellectual Property Rights of any third party.

10. Termination.

(a) Term. The initial term of this Agreement shall be **twelve (12)** months from the Effective Date (the "Term"). Company will be the provider of Client Facilities Rental Storefronts for the Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).

(b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching

Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

(c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.

(d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

11. General Provisions.

(a) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.

(b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to Client: Lakeside Union School District
12335 Woodside Avenue
Lakeside, CA 92040
Attn:
Telephone: (619) 390-2600

If to the Company: Chief Executive Officer
Facilitron, Inc.
PO Box 1935
Los Gatos, CA 95031-1935
Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given electronically or by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in San Diego County, California.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

"CLIENT"

"COMPANY"

Lakeside Union School District

Facilitron, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

Company Fee Options

The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the “Client Fee”).

The Client shall select from one of the following End User service fee/commission options (***note: the Client may change the original selection at any time, even after the service has started, for all new reservations):***

Option 1: variable commission (default)

“The Client agrees to pay the Company a commission of 8% to 12% of the total Client Fee amount per Transaction which shall be deducted from the client’s payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.”

The commission paid by the Client is based on the Client Fee amount charged by the Client in each bracket as follows:

On Transaction amount over	But equal or less than	Service Fee
\$0	\$500	12%
\$500	\$1,000	11%
\$1,000	\$1,500	10%
\$1,500	\$2,000	9%
\$2,000		8%

Example 1: Client Fee \$50. Service Fee/Commission = $\$50 \times 12\% = \6.00

Example 2: Client Fee \$625. Service Fee/Commission = $\$500 \times 12\% + \$125 \times 11\% = \$73.75$

Option 2: fixed commission

“The Client agrees to pay the Company a commission of 10% of the total Client Fee amount per Transaction which shall be deducted from the client’s payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.”

Option 3: pass-through

“Company shall charge End Users a service fee in the amount of 8% to 12% of the total Client Fee amount per Transaction. Company shall remit all collected Client Fee payments

for completed rentals minus any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.”

The service fee charged to the End User is based on the total Client Fee amount charged by the Client in each bracket as in the table above.

Option 4: split

“Company shall charge End Users a service fee in the amount of 5% of the total Client Fee amount per Transaction. The Client agrees to pay the Company a commission of 5% of the total Client Fee amount per Transaction, which shall be deducted from the Client’s payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.”

Company does not charge any fees for bookings that result in a \$0 total fee to the requester.

Client has the ability to change facility use request prices and fees at any time, and the Company’s service fee and commission will be automatically adjusted accordingly.

For example, if the Client adjusts prices and fees for a particular reservation to \$0 then the Company’s service fee and commission will automatically adjust to \$0.

Option 1 (variable commission) will be used if section below is left blank.

Fee Option Selection for Initial implementation

Client selects Option 4

Client ej (please Initial)

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Feb. 13, 2020

Agenda Item:

Approve agreement with TAD Excavation for work at Riverview Elementary

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

Approval is requested of the attached short term construction agreement with TAD Excavation for removal and replacing of existing storm drain pipe at Riverview Elementary.

Fiscal Impact (Cost):

\$18,350.00

Funding Source:

General Fund-Routine Restricted Maintenance

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 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:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

LUSD
Contract #
V2020-083

SHORT FORM CONSTRUCTION CONTRACT

This CONTRACT made and entered into this 28th day of January, 2020, by and between **LAKESIDE UNION SCHOOL DISTRICT** ("District") and **TAD EXCAVATION** ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

WITNESSETH: That the Parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. Contract Documents. The complete contract includes all the Contract Documents, to wit:
 - A. Contract;
 - B. Bond(s) N/A executed in connection herewith;
 - C. Scope of Work set forth in **Exhibit "A"** dated JANUARY 15, 2020;
 - D. Certificate(s) of Insurance; and
 - E. All official papers and documents relating to the work to be performed hereunder which are not included in **Exhibit "A"** (i.e., technical drawings, etc.).
2. Scope of Work. Contractor agrees to perform the work and to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good workmanlike manner, all parts of the work as called for in a manner designated in and in strict conformance with the scope of work set forth in **Exhibit "A,"** attached hereto and incorporated herein ("Scope of Work" or "Project") and the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Scope of Work under the direction and supervision of, and subject to the approval of District's authorized representative. Contractor's Work shall also be consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to District,

shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3. Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor on a time and materials basis as set forth herein, a not-to-exceed amount of **EIGHTEEN THOUSAND THREE HUNDRED FIFTY (\$18,350)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by District.
 - A. Subject to paragraph 3(B) below, District shall pay for such services on a time and materials basis in accordance with the Schedule of Charges set forth in **Exhibit "B."**
 - B. Periodic payments shall be made by District to Contractor within thirty (30) days of District's receipt of an application for payment from Contractor for services rendered. Payments to Contractor for work performed will be made on a monthly billing basis. The application shall include all information required by District and shall be in a format approved by District. This application shall be supported by evidence which is required by this Contract and such other documentation as District may require. The Contractor shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. District shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.
 - C. Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.
4. Retention. For contracts greater than Five Thousand dollars (\$5,000), Public Contract Code section 9203 requires progress payments and retention based on the percentage of actual work completed plus a like percentage of the value of material delivered and unused. Therefore, District will withhold as retention five percent (5%) of all billings and the Total Contract Price until final completion for projects exceeding \$5,000 and acceptance of the project. District, at its sole discretion, shall release retention proceeds withheld from any payment within sixty (60) days after the date of "completion" of the work as defined in the Public Contract Code section 7107. If a dispute arises between the contractor and District, District may withhold an amount from the final payment not to exceed one hundred and fifty percent (150%) of the disputed amount, as well as any other amounts permissible under this Agreement and/or California law.
5. Other Retentions. In addition to Contract retentions, District may deduct from each progress payment an amount necessary to protect District from loss because of: (1)

liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by District, incurred by District for which Contractor is liable under the Contract; and (11) any other sums which District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by District to deduct any of these sums from a progress payment shall not constitute a waiver of District's right to such sums.

6. Substitution of Securities. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and District, which provides that no portion of the securities shall be paid to the Contractor until District has certified to the escrow agent, in writing, that the contract has been satisfactorily completed. District shall certify that the contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor.
7. Time for Completion/Liquidated Damages. Work shall commence on January 28, 2020 and shall be completed by Contractor and usable by District on or before March 28, 2020. If the Work is not completed and usable by District, it is understood that District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay District as fixed and liquidated damages, and not as a penalty, the sum of **Five hundred (\$500)** for each and every calendar day of delay beyond the time prescribed in the Agreement for finishing the Work. In the event this is not paid, the Contractor agrees that District may deduct that amount from any money due or that may become due the Contractor under the Contract.

8. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Contract a Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:

- 1) Per occurrence (combined single limit) \$1,000,000.00
- 2) Project Specific Aggregate (for this project only) \$2,000,000.00
- 3) Products/Completed Operations (included in Comm. Gen. Liability)

District shall be named as an additional insured on the policies by endorsements. The policy shall provide that it is primary, such that insurance maintained by District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policies shall be attached to this Contract as proof of insurance. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without District's prior written consent, and, District shall be named as an additional insured and be furnished thirty (30) days' written notice prior to cancellation. The Contractor shall not allow any subcontractor employee or agent to commence work on this Contract, or any subcontract until the insurance required of the Contractor and subcontractor or agent has been obtained.

9. Hold Harmless for Payroll Issues. Contractor hereby agrees to accept exclusive liability for, and shall hold District, District's officers, directors, employees and agents harmless from, all payroll taxes for contributions to unemployment insurance or old age pensions, or annuities, measured by wages, salaries or other remuneration paid to employees of said Contractor or Subcontractors.
10. Subcontractors. Contractor shall use due diligence in the requirement and confirmation of insurance coverage similar to the foregoing on behalf of his subcontractors.
11. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name District, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.
12. Workers Compensation Certification. Pursuant to Section 1861 of the Labor Code, by signing this Contract and initialing hereunder the Contractor certifies that:
- A. 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 provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

B. Contractor's Initials: 

13. Bonds. Contractor shall be required at the time of the execution of the Contract to furnish Payment and Faithful Performance Bonds in amounts not less than one hundred percent (100%) of the Total Contract Price. These bonds shall be secured from a surety company satisfactory to District, shall be submitted on District's prescribed bond forms, and Contractor thereon shall pay the premiums. The bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Failure to submit acceptable bonds will be cause of rejection of the contract. Said bonds shall be furnished within ten (10) days after award of the Contract and before commencement of construction.
14. Assignment of Contract. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.
15. Suspension/Termination of Contract.
 - A. District has the right to terminate or abandon any portion or all of the work under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Work for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
 - B. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Contract through no fault of Contractor.

16. Subcontracts. Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District, and that otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, if applicable.
17. Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
18. Permits and Licenses. Contractor shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the project, pay all fees and post all deposits or bonds required by law. For the work to be performed hereunder, Contractor shall possess the following classification of State contractor's license throughout the duration of the Contract: **CA license # 831927**. During the performance of the work, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents.
19. Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
20. Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall

proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute

21. Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.
22. Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.
23. Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to District, District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.
24. Changes in the Scope of Work. In the event District orders changes in the Work, the Total Contract Price and the Contract Time will be adjusted accordingly. If a change is of an item not covered by the Contract, District and Contractor shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. All changes in work shall be in writing and Contractor shall be responsible for any and all work done without District's prior written approval.

25. Brand Name or Equal. Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better for any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer. Contractor bears the burden of proof as to the equality of any material, process or article and District may require Contractor to furnish the material, and article or process specified if it decides that Contractor has not met his or her burden.
26. Discrepancies and Omissions. Any discrepancies or omissions found in the Scope of Work shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time.
27. Labor Code Provisions. It shall be mandatory upon the Contractor herein and upon all subcontractors under Contractor to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.
- A. Prevailing Wages. District has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which shall be posted at each job site and will be on file at the principal office of District. Contractor shall, as a penalty to District, forfeit not more than the maximum applicable statutory rate for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by Contractor or by any subcontractors under Contractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.
- B. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District the maximum statutory rate for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.
- C. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey man, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice

specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to District, forfeit not more than the maximum statutory rate for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Contractor.

- D. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
 - E. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
 - F. DIR Registration. Pursuant to Labor Code section 1771.1, Contractor shall, at all times, ensure that it, and all of its subcontractors, regardless of tier, are appropriately registered with the Department of Industrial Relations ("DIR"). Contractor shall provide evidence of such registration information upon request of District.
 - G. Labor Compliance. Contractor acknowledges that pursuant to recently enacted Senate Bill 854, all labor compliance monitoring required for the Project by the Education Code or Labor Code, shall be provided by DIR. Contractor shall, at no additional cost to District, be required to comply with all the requirements of DIR for such compliance monitoring and all applicable provisions of the California Labor Code, including but not limited to the standard provisions requiring payment of prevailing wages, more further explained below, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate for all workers for which a prevailing wage classification is listed by or may be obtained from the DIR. Contractor shall work with District, and DIR to ensure the full compliance applicable labor law and all applicable labor compliance requirements of the DIR. Contractor shall include the requirements of this provision in all subcontracts and require subcontractors to comply with these provisions at no additional cost to District.
28. Assignment of Anti-Trust Claims. Contractor offers and agrees to assign to District all rights, title and interest in and to all causes of action as it may have under Section 4 of the

Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the Parties.

29. Procedure for Resolving Disputes.

- A. Prerequisite to Initiating Claims. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to Changes and Extra Work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.
- B. Intent. Effective January 1, 1991, Section 20104, et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.
- C. Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by District. Claims governed by this Section may not be filed unless and until Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

D. Supporting Documentation. Contractor shall submit all claims in the following format:

- (1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.
- (2) List of documents relating to claim:
 - (a) Specifications;
 - (b) Drawings;
 - (c) Clarifications (Requests for Information);
 - (d) Schedules; and
 - (e) Others.
- (3) Chronology of events and correspondence.
- (4) Analysis of claim merit.
- (5) Analysis of claim cost.
- (6) Time impact analysis in CPM format.

E. District's Response. Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after District issues its written statement.

- (1) If District needs approval from its governing body to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.
- (2) Within thirty (30) days of receipt of a claim, District may request in writing additional documentation supporting the claim or relating to defenses or claims District may have against Contractor. If additional information is thereafter required, it shall be requested and provided

pursuant to this subdivision, upon mutual agreement of District and Contractor.

- (3) District's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.
- F. Meet and Confer Process. If Contractor disputes District's written response, or District fails to respond within the time prescribed, Contractor may so notify District, in writing, either within fifteen (15) days of receipt of District's response or within fifteen (15) days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- G. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, District shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with District and Contractor sharing the associated costs equally. District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.
- (1) If the Parties cannot agree upon a mediator, each Party shall select a mediator. Each Party shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - (2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (3) Unless otherwise agreed to by District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further

obligation under Section 20104.4 to mediate after litigation has been commenced.

- (4) The mediation shall be held no earlier than the date Contractor completes the Work or the date that Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

- H. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written Claim until the completion of the Meet and Confer process.

Except as provided herein, nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

- I. Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

- (1) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when

possible, be experienced in construction law, and (b) any Party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other Party.

- J. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against District. A Government Code claim must be filed no earlier than the date the work is completed or the date Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.
 - K. Non-Waiver. District's failure to respond to a claim from Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. District's failure to respond shall not waive District's rights to any subsequent procedures for the resolution of disputed claims.
 - L. Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and District shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and District.
30. Notice of Third-Party Claims. Pursuant to Public Contract Code Section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.
31. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site, and will pay all costs and expenses, including attorney fees in connection therewith; provided however, Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor

will defend, with counsel of District's choosing, any action filed in connection with any of said claims, damages, penalties, obligations or liabilities. Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless therefrom. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of the Contract until disposition has been made of such actions or claims for damages as specified herein above. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officials officers, employees, agents, or volunteers.

32. Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of District, regardless of whether or not such warranties and guarantees have been transferred or assigned to District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of District, District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense.

Contractor shall be obligated to fully reimburse District for any expenses incurred hereunder upon demand.

33. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site
34. Applicable Law and Venue. This Contract shall be governed by the laws of the State of California as effective and in force on the date of this Contract. This Contract shall be deemed to have been made in **San Diego COUNTY**, California, regardless of the order of the signatures of the Parties affixed hereto.
35. Modifications. No terms or conditions contained in any writing, purchase order, acknowledgment, or form shall be of any effect unless agreed to in a written amendment or modification to this Contract which has been executed by the designated representative of both Parties.
36. Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
37. Notice. All notices shall be given to the other party at the address set forth herein. Notice shall be effective upon receipt or five (5) days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged by the receiving party.

Contractor
TAD EXCAVATION

District
LAKESIDE UNION SCHOOL DISTRICT

13465 Camino Canada Ste 106 #317
El Cajon CA 92021

12335 Woodside Avenue
Lakeside, CA 92040

Attn: _____

38. Drafting of Contract. The Parties agree that this Contract shall not be construed in favor of, or against, any party by reason of the extent to which any party or its counsel participated in the drafting of this Contract. The Parties represent that they have consulted legal counsel prior to the execution of this Contract and have executed this Contract with full knowledge of its meaning and effect.
39. Assignment or Delegation. Consultant may not assign or sub-contract its rights or obligations under this Contract without the consent of District, which may be withheld for any reason.
40. Severability. It is intended that each paragraph of this Contract shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Contract is unaffected.
41. Laws and Regulations; Provisions Required by Law Deemed Inserted. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify District in writing. Any necessary changes shall be made by written change order. Each and every provision or clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall be amended to make the insertion or correction. All references to statutes, rules or regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, as well as any later changes which do not materially and substantially alter the rights or obligations of the Parties.
42. Fingerprinting Requirements. Unless exempted, Contractor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its consultants, as well as all subcontractors on the Project, comply with the requirements of Section 45125.1. To this end, Contractor and its consultants and subcontractors must provide for the completion of District's standard certification form prior to any of Contractor's employees, or those of any other consultants, coming into contact with District's pupils.

43. Drug/Smoke-Free Workplace. District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Contractor be subject to the requirements mandated by California Government Code Sections 8350, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of Contractor to police and oversee its personnel on the Project. If Contractor fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of District, District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Contract and may pursue all other rights and remedies it may have against Contractor at law and/or in equity.
44. Compliance With State Storm Water Permit:
- A. Contractor shall be required to comply with all aspects of the State Water Resources Control Board ("State Board") Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity ("Permit"), as may be amended, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
 - B. Contractor shall be responsible for all costs associated with filing the Notice of Intent ("NOI") and for obtaining coverage under the Permit. This includes preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Project site, and coordinating all submittals with District's Legally Responsible Person as that term is defined in the Permit. Before any NOI, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the Project site, it must first be reviewed and approved by the District. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
 - C. District retains the right to procure and maintain coverage under the Permit for the Project site if Contractor fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to District. Any costs incurred by District in procuring and maintaining coverage under the Permit, or drafting an NOI or SWPPP shall be paid by Contractor.
 - D. Contractor shall be responsible for maintaining compliance with all aspects of the Permit during the course of the Project. Contractor shall provide copies of all reports and monitoring information to the District Representative. If Contractor has failed or is unable to maintain compliance with the Permit, District reserves

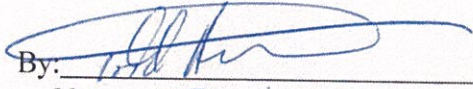
the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be District's sole determination. Any costs incurred by District in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by Contractor.

- E. In bidding on this Contract, it shall be Contractor's responsibility to evaluate and include in the contract amount the cost of procuring coverage under the Permit, preparing a SWPPP that is acceptable to District, and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.
 - F. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
 - G. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
 - H. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
45. Counterparts. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.
46. Exhibits and Recitals. All Exhibits and Recitals referenced in this Contract and attached hereto are hereby incorporated by this reference into this Contract.
47. Time of Essence. Time is of the essence for each and every provision of this Contract.

IN WITNESS WHEREOF, this Contract is executed by the District's authorized representative.

[TO BE INSERTED]

LAKESIDE UNION SCHOOL DISTRICT

By: 
Name: TODD HANNA
Title: PRES
Date: 1-30-2020

By: _____
Name: _____
Title: _____
Date: _____

Fed. Tax I.D. # 20-0012131

DIR Registration # 1000034396

EXHIBIT "A"

SCOPE OF WORK

TAD EXCAVATION

13465 Camino Canada ste 106 #317
El Cajon CA, 92021
619 561 1400 office
619 561 1441 fax

PROPOSAL

OWNER
LUSD

PROJECT
Riverview
Elementary

DATE
1-15-20

ADDRESS

LOCATION

PLAN DATE

CITY, STATE, ZIP

PHONE/FAX

CONTACT

DESCRIPTION OF WORK

QTY

AMOUNT

Remove and replace existing 48" storm drain pipe NTE 40' with
two head walls and repaving

18,350.00

EXCLUSIONS

Water is to be provided
Survey
Ripping/ breaking
Hazardous material
SWPP including covering piles
Handling of Soils laden with vegetation, topsoils, trash,
mud
Temp fencing/ fence replacement

INCLUSIONS

pavement
replacement
compaction 90%

EXHIBIT "B"

SCHEDULE OF CHARGES

[INSERT SCHEDULE OF CHARGES]

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Feb. 13, 2020

Agenda Item:

Approval of the February contracts list for the fiscal year, 2019-20.

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

Ratification and approval is requested for the attached list of agreements with outside vendors for fiscal year, 2019-20.

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 2019-20

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
San Diego Youth Services	Mental Health Services	V2020-081	Pupil Services	7/1/2019	6/30/2022	No Cost to District
SD County Supt of Schools/SDCOE	Teacher Induction Program-3 year	V2020-079	ED SVCS	7/1/2019	6/30/2022	No Cost to District
SDCOE/San Diego County Supt. Of Schools	ASES Program	V2020-080	ESS	7/1/2019	6/30/2020	See MOA
Sports for Learning	PBIS, STEM Sports Program	I2020-023	LC	2/14/2020	6/11/2020	\$12,020.00

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Donations

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

Per Board Policy #3290, the Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, private agency or organization, or other public agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

Fiscal Impact (Cost):

Site specific

Funding Source:

None

Addresses Emphasis Goal(s):

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

Recommended Action:

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

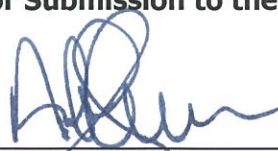
Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Andy Johnsen, Superintendent

Item	Approximate Value	Donated By	Designated for Use at:
Coffee Maker		Tiffany & Clint Young	Lindo Park
3 Boomers gift cards		Andria Aviles	Lakeside Middle School dance program
3 \$200 sunglass gift cards		Makeaela Watt	Lakeside Middle School dance program
race cars for show choir sets		McEvoy	Lakeside Middle School dance program
	\$804.84	DonorChoose.org	Tierra del Sol Middle School

Monthly Report of Donations-Crowdfunding

Jan. 2020

Project Funded	Donation	Total Project Amount	School	Teacher	Project Funded by donations from
Jan. 2020	Refractor Telescope Kits, Stem activity supplies	\$ 445.09	TDS	Jacqueline Keily	Chris Collins
Jan. 2020	Makerspace Wood Burning Tool, supplies	\$ 359.75	TDS	Dahlia Rinck	Joe Conyers Anonymous Arts Supporter Sharon, St. Louis, Mo
Total funded through Donors Choose		\$ 804.84			

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 13, 2020

Agenda Item:

2018-19 PFT Data for our Annual SARC (School Accountability Report Card) Plans for all LUSD sites.

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

The CDE requires School Board approval of our annual SARCs before the publishing deadline of February 1, 2020. **This year, the CDE did not provide the required 2018-19 PFT data until late January so we were unable to submit the SARCs in their entirety at the January Board Mtg.**

Fiscal Impact (Cost):

None

Funding Source:

N/A

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <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: Ed. Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member *lke*

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.

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
ELA	58	57	53	53	50	50
Math	48	45	41	41	38	39

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in Science for All Students

Grades Five, Eight, and Ten

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
Science	N/A	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: This is a placeholder for the California Science Test (CAST) which was administered operationally during the 2018-19 school year. However, these data are not available for inclusion in the 2018-19 SARC posting due February 1, 2020. These data will be included in the 2019-20 SARC posting due February 1, 2021.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

2018-19 Percent of Students Meeting Fitness Standards

Grade Level	4 of 6	5 of 6	6 of 6
5	13.3	20.4	34.5

Note: Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

B. Pupil Outcomes

Lakeside
Middle

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessment [CAAs] for English language arts/literacy [ELA] and mathematics in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
ELA	58	54	53	53	50	50
Math	38	34	41	41	38	39

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in Science for All Students

Grades Five, Eight, and Ten

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
Science	N/A	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: This is a placeholder for the California Science Test (CAST) which was administered operationally during the 2018-19 school year. However, these data are not available for inclusion in the 2018-19 SARC posting due February 1, 2020. These data will be included in the 2019-20 SARC posting due February 1, 2021.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

2018-19 Percent of Students Meeting Fitness Standards

Grade Level	4 of 6	5 of 6	6 of 6
7	20.0	25.2	20.7

Note: Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

B. Pupil Outcomes

Lakeview

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessment [CAAs] for English language arts/literacy [ELA] and mathematics in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
ELA	63	65	53	53	50	50
Math	59	58	41	41	38	39

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3--Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in Science for All Students Grades Five, Eight, and Ten

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
Science	N/A	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: This is a placeholder for the California Science Test (CAST) which was administered operationally during the 2018-19 school year. However, these data are not available for inclusion in the 2018-19 SARC posting due February 1, 2020. These data will be included in the 2019-20 SARC posting due February 1, 2021.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

2018-19 Percent of Students Meeting Fitness Standards

Grade Level	4 of 6	5 of 6	6 of 6
5	19.2	25.8	33.3

Note: Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

B. Pupil Outcomes

Lemon
Crest

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessment [CAAs] for English language arts/literacy [ELA] and mathematics in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
ELA	32	38	53	53	50	50
Math	28	30	41	41	38	39

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in Science for All Students

Grades Five, Eight, and Ten

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
Science	N/A	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: This is a placeholder for the California Science Test (CAST) which was administered operationally during the 2018-19 school year. However, these data are not available for inclusion in the 2018-19 SARC posting due February 1, 2020. These data will be included in the 2019-20 SARC posting due February 1, 2021.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

2018-19 Percent of Students Meeting Fitness Standards

Grade Level	4 of 6	5 of 6	6 of 6
5	15.7	22.9	18.1

Note: Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

B. Pupil Outcomes

Lindo
Park

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessment [CAAs] for English language arts/literacy [ELA] and mathematics in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
ELA	38	38	53	53	50	50
Math	24	34	41	41	38	39

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in Science for All Students

Grades Five, Eight, and Ten

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
Science	N/A	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: This is a placeholder for the California Science Test (CAST) which was administered operationally during the 2018-19 school year. However, these data are not available for inclusion in the 2018-19 SARC posting due February 1, 2020. These data will be included in the 2019-20 SARC posting due February 1, 2021.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

2018-19 Percent of Students Meeting Fitness Standards

Grade Level	4 of 6	5 of 6	6 of 6
5	22.9	16.9	9.6

Note: Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

B. Pupil Outcomes

Riverview

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessment [CAAs] for English language arts/literacy [ELA] and mathematics in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
ELA	66	66	53	53	50	50
Math	66	70	41	41	38	39

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in Science for All Students

Grades Five, Eight, and Ten

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
Science	N/A	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: This is a placeholder for the California Science Test (CAST) which was administered operationally during the 2018-19 school year. However, these data are not available for inclusion in the 2018-19 SARC posting due February 1, 2020. These data will be included in the 2019-20 SARC posting due February 1, 2021.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

2018-19 Percent of Students Meeting Fitness Standards

Grade Level	4 of 6	5 of 6	6 of 6
5	16.8	14.5	49.6

Note: Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

B. Pupil Outcomes

Tierra del Sol Middle

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessment [CAAs] for English language arts/literacy [ELA] and mathematics in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
ELA	48	45	53	53	50	50
Math	31	29	41	41	38	39

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in Science for All Students Grades Five, Eight, and Ten

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
Science	N/A	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: This is a placeholder for the California Science Test (CAST) which was administered operationally during the 2018-19 school year. However, these data are not available for inclusion in the 2018-19 SARC posting due February 1, 2020. These data will be included in the 2019-20 SARC posting due February 1, 2021.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

2018-19 Percent of Students Meeting Fitness Standards

Grade Level	4 of 6	5 of 6	6 of 6
7	19.6	24.2	34.2

Note: Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 13, 2020

Agenda Item:

Out of state travel

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

To complete the Psychoeducational Assessment at Residential Facility.

Fiscal Impact (Cost):

Lodging: 5 nights @ \$149.00 = \$745.00; Airfare: \$381.00; Rental Car : \$314.20; Gas: \$200.00; Meals: \$354.00. Total cost: \$1, 994.28.

Funding Source:

Special Education

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: Special Education

Submitted/Recommended By: Christine Sinatra **Approved for Submission to the Governing Board:**


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

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.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 13, 2020

Agenda Item:

Resolution #2020-10 of the Board of Trustees of the Lakeside Union School District approving the revised Tierra Del Sol middle school project, making California Environmental Quality Act categorical exemption findings, approving the "piggyback" agreement for the revised project, and approving the expenditure of bond proceeds for the revised project.

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

The District previously contemplated and approved construction of the Tierra Del Sol Middle School Multipurpose Room Project ("Prior Project") pursuant to Resolution No. 2019-24, which was adopted by the District's Board of Trustees at a Special Meeting held on June 6, 2019.

The District now proposes to revise the Prior Project to include refurbishment of the existing multi-purpose room building and construction of the new MODUS Systems, Inc. Gymnasium and Auxiliary Building at the Tierra del Sol Middle School located at 96111 Petite Lane, Lakeside, California 92040 ("Revised Project"). The District seeks to approve the agreement with ESR Construction ("Contractor") for the Revised Project, utilizing the Contractor's "Piggyback" Bid with New Jerusalem Elementary School District pursuant to Public Contract Code sections 20118, and any other applicable law ("Agreement"). The proposed Revised Project includes the purchase and delivery of modular building components for the Gymnasium, Auxiliary Gym Building, Wall Mounted Drinking Fountain, 6" Ames Fire Riser, Exterior Door, and Interior Door (the "Scope of Work").

The Revised Project will use the same funding source as the Prior Project, namely general obligation bond funds from Measure L. District staff now recommends that the Revised Project be awarded to the Contractor and that the Governing Board authorize expenditure of the Bond proceeds for the Revised Project.

It is recommended that the Governing Board of the Lakeside Union School District ("District") approve Resolution # 2020-10 and authorize the Superintendent or designee, with the assistance of legal counsel, to finalize and execute the "Piggyback" Agreement with ESR Construction for the new MODUS Systems, Inc. Gymnasium and Auxiliary Building Project at the Tierra del Sol Middle School located at 96111 Petite Lane, Lakeside, California 92040 Project (the "Revised Project").

Fiscal Impact (Cost):

TDS Project-\$7.6 million including \$1,836,706.50 purchase of Gymnasium and Auxiliary Buildings on piggyback bid.

Funding Source:

Bond

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 

RESOLUTION NO. 2020-10

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKESIDE UNION SCHOOL DISTRICT APPROVING THE REVISED TIERRA DEL SOL MIDDLE SCHOOL GYMNASIUM PROJECT, MAKING CALIFORNIA ENVIRONMENTAL QUALITY ACT CATEGORICAL EXEMPTION FINDINGS, APPROVING THE “PIGGYBACK” AGREEMENT FOR THE REVISED PROJECT, AND APPROVING THE EXPENDITURE OF BOND PROCEEDS FOR THE REVISED PROJECT

WHEREAS, the Lakeside Union School District (“District”) is a school district duly created, established and authorized to exercise its powers under and pursuant to the California Constitution and Education Code section 35000, *et seq.*; and

WHEREAS, the District previously contemplated and approved construction of the Tierra Del Sol Middle School Multipurpose Room Project (“Prior Project”) pursuant to Resolution No. 2019-24, which was adopted by the District’s Board of Trustees at a Special Meeting held on June 6, 2019; and

WHEREAS, the District proposes to revise the Prior Project to include refurbishment of the existing multi-purpose room building and include construction of the new MODUS Systems, Inc. Gymnasium and Auxiliary Building at the Tierra del Sol Middle School located at 96111 Petite Lane, Lakeside, California 92040 (“Revised Project”); and

WHEREAS, the proposed Revised Project includes the purchase and delivery of modular building components for the completion of the Gymnasium, Auxiliary Gym Building, Wall Mounted Drinking Fountain, 6” Ames Fire Riser, Exterior Door, and Interior Door (the “Scope of Work”); and

WHEREAS, under the requirements of the California Environmental Quality Act (“CEQA”) the District is the lead agency that must consider the potential environmental effects before approving the Revised Project; and

WHEREAS, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 (“State CEQA Guidelines”), exempt certain projects from further CEQA evaluation, including projects consisting of: the replacement and reconstruction of existing facilities (“Class 2 Exemption” - 14 Cal. Code Regs. § 15302); and projects consisting of minor additions to existing schools (“Class 14 Exemption” - 14 Cal. Code Regs. § 15314), and the proposed Project’s Scope of Work demonstrates that the Project is categorically exempt under these two exemptions as further described in the Notice of Exemption and Preliminary Exemption Assessment attached hereto as **Exhibit “A”**; and

WHEREAS, the District has considered whether the Revised Project is subject to any of the exceptions to categorical exemptions set forth in State CEQA Guidelines section 15300.2; and

WHEREAS, the District has determined that the Revised Project is not subject to any of the exceptions to exemption set forth in State CEQA Guidelines section 15300.2; and

WHEREAS, the District has considered whether the Revised Project may have a significant effect on the environment; and

WHEREAS, the District has concluded, through its own independent review and analysis that the Revised Project will not have a significant effect on the environment; and

WHEREAS, the District wishes to approve the agreement with ESR Construction ("Contractor") for the Revised Project, utilizing the Contractor's "Piggyback" Bid with New Jerusalem Elementary School District pursuant to Public Contract Code sections 20118 and 20652, and any other applicable law ("Agreement"); and

WHEREAS, in order to pay for the costs associated with the design, procurement and completion of the Revised Project, the District intends to utilize general obligation bond funds from Measure L which was approved by the voters on November 4, 2014, and which authorized the District to issue \$31 million in general obligation bonds (the "Authorization") to modernize, replace, renovate, construct, equip, furnish, rebuild, and improve the District's educational facilities, including but not limited to the Revised Project and its Scope of Work; and

WHEREAS, on November 15, 2018, the District issued its General Obligation Bonds, 2014 Election, Series B in the principal amount of \$15,000,000 (the "2018 Bonds") pursuant the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, a resolution adopted on September 13, 2018 and the Authorization; and

WHEREAS, the District now desires to formally authorize the use of proceeds from the 2018 Bonds to pay for the design and construction costs associated with the Revised Project and its Scope of Work.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE LAKESIDE UNION SCHOOL DISTRICT HEREBY RESOLVES AND FINDS THE FOLLOWING:

1. Recitals. The recitals set forth above are true and correct.
2. Finding of No Significant Environmental Impact. The District has considered whether the Revised Project may have a significant effect on the environment and has concluded, after reviewing the Revised Project through its own independent review and analysis, that the Revised Project will not have a significant effect on the environment.
3. Finding of Categorical Exemption. The Revised Project is categorically exempt from further CEQA review on multiple grounds discussed below.
 - a) The Revised Project is exempt from CEQA under a Class 2 categorical exemption (State CEQA Guidelines, § 15302) because the Revised Project replaces the previously existing multi-purpose room building without increasing student capacity of the school only enhancing existing educational programs.
 - b) The Revised Project is also exempt from CEQA under a Class 14 categorical exemption (State CEQA Guidelines, § 15314) which categorically exempts minor additions to existing school sites that do not increase existing student capacity by 25% or 10 classrooms, whichever is less. Here the Revised Project does not expand classroom space or student capacity at all and instead creates additional support space to expand/enhance existing physical educational and other programs planned as part of the Revised Project.
4. Finding of No Exception to Categorical Exemption. None of the exceptions to use of a categorical exemption identified in State CEQA Guidelines section 15300.2 are

present. Specifically, the Revised Project will not impact a particularly sensitive environment, will not result in significant cumulative impacts, does not involve unusual circumstances that present a reasonable possibility of a significant effect, does not result in damage to scenic highways, is not on a parcel identified as a hazardous waste site, and will not cause a substantial adverse change in the significance of a historical resource.

5. Notice of Exemption. The District Superintendent or his designee is hereby authorized and directed to file and/or record a Notice of Exemption from CEQA, in substantially the form attached hereto as **Exhibit "A,"** with any and all appropriate public agencies or entities.

6. Approval of Piggyback Agreement for the Revised Project. The District Superintendent or his designee is hereby authorized and directed to take all other actions necessary to execute and deliver the Agreement for the Contractor to commence work on preparation of the plan and specifications of the Revised Project, for the not to exceed price set forth in the Piggyback Agreement attached hereto as **Exhibit "B."**

7. Approval of Expenditure of 2018 Bond Proceeds for the Revised Project. The District further approves the Revised Project and the Scope of Work set forth herein and hereby formally authorizes the expenditure of the 2018 Bond proceeds for the Revised Project. The District issues such approval in conformance with all applicable laws, including, but not limited to section 15284 of the California Education Code and shall be considered validly authorized in accordance with California Code of Civil Procedure section 860 et seq.

8. Authority to Take All Actions Necessary. The District Superintendent or his/her designee is hereby authorized and directed to take all other actions necessary to give effect to and comply with the terms and intent of this Resolution.

9. Effect. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was duly passed and adopted at a meeting of the Board held on February 13, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**BOARD OF TRUSTEES OF THE LAKESIDE
UNION SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____
of the Lakeside Union School District

ATTEST:

Clerk of the Board

EXHIBIT A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

TO: County Clerk for the County of San Diego 1600 Pacific Highway, Suite 260 San Diego, CA 92101	FROM: Lakeside Union School District 12335 Woodside Avenue Lakeside, CA 92040
--	---

1. Project Title:	Tierra Del Sol Middle School Multipurpose Room Project ("Project")
2. Project Applicant:	N/A
3. Project Location – Identify street address and cross streets or attach a map showing project site:	Tierra Del Sol Middle School 9611 Petite Lane Lakeside, CA 92040
4. Project Location – City:	Lakeside
(a) Project Location – County:	San Diego
5. Project Description:	The proposed Project contemplates the replacement of an existing undersized multi-purpose room with refurbishment of the existing multi-purpose room building and a new Gymnasium and Auxiliary Building facility that will accommodate instruction for physical education, band, drama, theatre, and be used for assemblies and additional food service capabilities
6. Name of Public Agency approving project:	Lakeside Union School District
7. Name of Agency undertaking the project:	Lakeside Union School District
8. Exempt status:	Categorically exempt
Applicable categorical exemption(s):	State CEQA Guidelines, §§ 15302 [Replacement or Reconstruction], 15314 [Minor Additions to Existing Schools]
9. Reason why project was exempt:	<p>State CEQA Guidelines section 15302 provides a categorical exemption for projects that replace an existing structure or facility "where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced." Here the Project would replace an existing under utilized multi-purpose room building with a new multi-purpose room without increasing student capacity of the school only enhancing existing educational programs.</p> <p>The Project is further exempt under State CEQA Guidelines section 15314. That section categorically exempts minor additions to existing school sites that do not increase existing student capacity by 25% or 10 classrooms which ever is less. Here the Project does not expand classroom space or student capacity at all and instead creates additional support space to expand/enhance existing educational programs.</p>
10. Responsible Agency Contact Person:	Erin Garcia, Assisstant Superintendent Business Services
Telephone:	(619) 390-2640

Signature: _____

Date: _____

Title: Assistant Supt.

Erin Garcia

Signed by Lead Agency

Date Received for Filing: _____

(Clerk Stamp Here)

EXHIBIT B
“PIGGYBACK” AGREEMENT

ESR

CONSTRUCTION

2039 Crist Drive
Los Altos, CA 94024
408.426.0683
Lic # 806964

January 28, 2020

Erin Garcia, Assistant Superintendent
Lakeside Union Elementary School District
12335 Woodside Avenue
Lakeside, CA 92040

Dear Erin,

We are pleased to present the following quotation for the new MODUS Systems Inc. Gymnasium and Auxiliary Building at Tierra Del Sol Middle School.

The following quotation is for the purchase and delivery of material for the buildings. We are utilizing the Piggyback Bid with the New Jerusalem Elementary School District in Tracy.

Material Package #302 Gymnasium	\$ 1,404,000.00
Material Package #402 Auxiliary Gym Building	288,000.00
Additive Alternate Item #1001 Wall Mounted Drinking Fountain	5,900.00
Additive Alternate Item #1018 6" Ames Fire Riser	1,320.00
Additive Alternate Item #1007 Exterior Door	3,400.00
Additive Alternate Item #1008 Interior Door	<u>1,980.00</u>
Subtotal	<u>\$ 1,704,600.00</u>
Lakeside City Tax 7.75%	132,106.50
Total	<u>\$ 1,836,706.50</u>

Billing for Material will be upon Delivery

We will work with your Architect to prepare the plans to submit to DSA and obtain approval.

The following items are excluded from the Piggyback DSA Package:

- Low Voltage Design
- Fire Alarm Design

We are very excited about this Project. Thank you for the opportunity to present this quotation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ed Ramans', with a stylized, cursive script.

Ed Ramans
President

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Board Policy and Administrative Regulation 3515: Campus Security

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

Adoption: Policy updated to clarify that audio capability of surveillance equipment should be disabled in accordance with state law prohibiting the recording of conversations unless the parties to the conversation may reasonably expect that the communication may be overheard or recorded, and to reflect a National Institute of Justice recommendation that signage state that the district's surveillance system may or may not be actively monitored. Regulation adds section on "Locks" reflecting requirement for state-funded new construction projects, as well as certain modernization projects, to include locks that allow classroom doors to be locked from the inside. Regulation also adds strategies to increase adult presence and supervision on campus and to provide staff training in emergency response.

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:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

CAMPUS SECURITY

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

(cf. 4158/4258/4358 - Employee Security)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5142 - Safety)

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

(cf. 0450 - Comprehensive Safety Plan)

Surveillance Systems

In consultation with the district's safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

(cf. 5131.1 - Bus Conduct)

(cf. 5145.12 - Search and Seizure)

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

CAMPUS SECURITY (continued)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 *Leroy F. Greene School Facilities Act, especially:*

17075.50 *Classroom security locks, new construction projects*

17583 *Classroom security locks, modernization projects*

32020 *Access gates*

32211 *Threatened disruption or interference with classes*

32280-32289 *School safety plans*

35160 *Authority of governing boards*

35160.1 *Broad authority of school districts*

38000-38005 *Security departments*

49050-49051 *Searches by school employees*

49060-49079 *Student records*

PENAL CODE

469 *Unauthorized making, duplicating or possession of key to public building*

626-626.11 *Disruption of schools*

CALIFORNIA CODE OF REGULATIONS, TITLE 24

1010.1.9 *Door operations*

1010.1.11 *Lockable doors from the inside*

CALIFORNIA CONSTITUTION

Article I, Section 28(c) *Right to Safe Schools*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 *Definition of education records*

COURT DECISIONS

Brannum v. Overton County School Board (2008) 516 F. 3d 489

New Jersey v. T.L.O. (1985) 469 U.S. 325

ATTORNEY GENERAL OPINIONS

83 *Ops.Cal.Atty.Gen.* 257 (2000)

75 *Ops.Cal.Atty.Gen.* 155 (1992)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs on Photos and Videos under FERPA

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss/>

National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Protecting Student Privacy: <https://studentprivacy.ed.gov>

Policy

adopted: February 13, 2020

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

CAMPUS SECURITY

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings and interior spaces from outsiders and discourage trespassing

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

(cf. 5112.5 - Open/Closed Campus)

3. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti and implement campus beautification projects

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5137 - Positive School Climate)

(cf. 6142.4 - Service Learning/Community Service Classes)

4. Control access to keys and other school inventory

(cf. 3440 - Inventories)

5. Detect and intervene with school crime

These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

CAMPUS SECURITY (continued)

(cf. 3515.3 - District Police/Security Department)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 3516.2 - Bomb Threats)
(cf. 5116.2 - Involuntary Student Transfers)
(cf. 5131.2 - Bullying)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5141.52 - Suicide Prevention)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6164.2 - Guidance/Counseling Services)

All staff shall receive training in building and grounds security procedures and emergency response.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1.9, 1010.1.11)

Keys

All keys used in a school shall be the responsibility of the principal or designee. Keys shall be issued only to authorized employees who regularly need a key in order to carry out their job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

CAMPUS SECURITY (continued)

Regulation
approved: February 13, 2020
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Board Policy 5118, Open Enrollment Act Transfers

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

Deletion: Policy, regulation, and exhibit deleted since CDE no longer identifies low-achieving schools based on the Academic Performance Index for purposes of developing an Open Enrollment List of schools, in which students had the option to transfer to a higher achieving school within or outside the district.

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 checked="" type="checkbox"/> Explanation: Deletion of Policies |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

OPEN ENROLLMENT ACT TRANSFERS

The Governing Board desires to offer enrollment options in order to provide children with opportunities for academic achievement that meet their diverse needs. Such options shall also be provided to children who reside within another district's boundaries in accordance with law, Board policy, and administrative regulation.

Whenever a student is attending a district school on the Open Enrollment List as identified by the Superintendent of Public Instruction, he/she may transfer to another school within or outside of the district, as long as the school to which he/she is transferring has a higher Academic Performance Index. (Education Code 48354, 48356)

A parent/guardian whose child is attending a district school on the Open Enrollment List and who wishes to have his/her child attend another school within the district shall apply for enrollment using BP/AR 5116.1—Intradistrict Open Enrollment.

(cf. 5116.1—Intradistrict Open Enrollment)

(cf. 5117—Interdistrict Attendance)

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, the Board hereby waives the January 1 deadline in Education Code 48354 for all applications for transfer from nonresident parents/guardians of children attending a school on the Open Enrollment List in another district. Transfer applications shall be submitted between January 1 and February 28 of the preceding school year for which the transfer is requested.

(cf. 5111.1—District Residency)

(cf. 5111.12—Residency Based on Parent/Guardian Employment)

The Board may deny a transfer out of or into the district upon a determination by the Board that the transfer would negatively impact a court-ordered or voluntary desegregation plan in accordance with Education Code 48355.

Standards for Rejection of Transfer Applications

Pursuant to Education Code 48356, the Board has adopted the following standards for acceptance and rejection of transfer applications submitted by a parent/guardian of a student attending a school in another district on the Open Enrollment List. The Superintendent or designee shall apply these standards in accordance with Board policy and administrative regulation and shall ensure that the standards are applied uniformly and consistently.

As applicable, the Superintendent or designee may deny a transfer application under any of the following circumstances:

1. Upon a determination that approval of the transfer application would negatively impact the capacity of a program, class, grade level, or school building, including:

OPEN ENROLLMENT ACT TRANSFERS (continued)

- a. ~~The class or grade level exceeding the district's limits pursuant to the state Class Size Reduction Program or the Morgan/Hart Class Size Reduction Program for Grades 9-12~~
- b. ~~The site, classroom, or program exceeding the maximum student-teacher ratio specified in the district's collective bargaining agreement~~
- c. ~~The site or classroom exceeding the physical capacity of the facility pursuant to the district's facilities master plan or other facility planning document~~
- d. ~~The class or grade level exceeding capacity pursuant items #a-#c above in subsequent years as the student advances to other grade levels at the school~~

(cf. 6151 - Class Size)

(cf. 7110 - Facilities Master Plan)

- 2. ~~Upon a determination that approval of the transfer application would have an adverse financial impact on the district, including:~~

- ~~a. The hiring of additional certificated or classified staff~~
- ~~b. The operation of additional classrooms or instructional facilities~~
- ~~c. Expenses incurred by the district that would not be covered by the apportionment of funds received from the state resulting in a reduction of the resources available to resident students~~

Appeal Process for Denials of Transfer Applications

~~A parent/guardian may appeal the district's denial of a transfer application to the Board by filing a written request of appeal with the Superintendent or designee within 10 days of the receipt of the written notification of denial. In addition, a parent/guardian who believes he/she has been subject to discrimination may file an appeal using the district's Uniform Complaint Procedures.~~

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

~~The Superintendent or designee shall collect data regarding the number of students who transfer out of the district pursuant to the Open Enrollment Act. He/she also shall collect data regarding the number of students who apply to transfer into the district, the number of requests granted, denied, or withdrawn, and the district schools and programs receiving applications.~~

OPEN ENROLLMENT ACT TRANSFERS (continued)

~~When the Superintendent or designee anticipates that a particular school will receive a large number of transfer applications, he/she shall study the enrollment pattern at that school in order to anticipate future resident enrollment at the school and at the district schools into which those students would normally matriculate.~~

~~The Superintendent or designee shall regularly report to the Board regarding the implementation of this program.~~

Legal Reference: (see next page)

OPEN ENROLLMENT ACT TRANSFERS (continued)*Legal Reference:*EDUCATION CODE*200 Prohibition of discrimination**35160.5 District policies, rules, and regulations**46600-46611 Interdistrict attendance agreements**48200 Compulsory attendance**48204 Residency requirements for school attendance**48300-48316 Student attendance alternatives, school district of choice program**48350-48361 Open Enrollment Act**48915 Expulsion; particular circumstances**48915.1 Expelled individuals: enrollment in another district**52317 Regional Occupational Center/Program, enrollment of students, interdistrict attendance*FAMILY CODE*6500-6552 Caregivers*UNITED STATES CODE, TITLE 20*6316 Transfers from program improvement schools*CODE OF REGULATIONS, TITLE 5*4700-4703 Open Enrollment Act*CODE OF FEDERAL REGULATIONS, TITLE 34*200.36 Dissemination of information**200.37 Notice of program improvement status, option to transfer**200.39 Program improvement, transfer option**200.42 Corrective action, transfer option**200.43 Restructuring, transfer option**200.44 Public school choice, program improvement schools*ATTORNEY GENERAL OPINIONS*87 Ops. Cal. Atty. Gen. 132 (2004)**84 Ops. Cal. Atty. Gen. 198 (2001)*COURT DECISIONS*Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275**Management Resources:*WEB SITES*CSBA: <http://www.csba.org>**California Department of Education: <http://www.cde.ca.gov>*

OPEN ENROLLMENT ACT TRANSFERS**Definitions**

~~*District of enrollment* means the district, other than the district in which the student's parent/guardian resides, in which the parent/guardian intends to enroll his/her child. (Education Code 48352)~~

~~*District of residence* means the district in which the parent/guardian of a student resides and in which the student would otherwise be required to enroll pursuant to Education Code 48200. (Education Code 48352)~~

~~(cf. 5111.1—District Residency)~~

~~*Open enrollment school* means a "low-achieving" school identified by the Superintendent of Public Instruction (SPI) pursuant to Education Code 48352 and 5 CCR 4701. (Education Code 48352; 5 CCR 4701)~~

Transfer Applications into a District School

~~Enrollment priority shall be available to students who reside within this district. No student who resides within a school's attendance area or who is currently enrolled in a school shall be displaced by a student who is transferring pursuant Education Code 48350-48361 or 5 CCR 4700-4703. (Education Code 48354, 48356)~~

~~Applications shall be submitted within the deadlines established by Board policy.~~

~~However, the application deadline shall not apply to an application requesting a transfer if the parent/guardian with whom the student resides is enlisted in the military and was relocated by the military within 90 days prior to submitting the application. (Education Code 48354)~~

~~(cf. 6173.2—Education of Children of Military Families)~~

~~The parent/guardian's application may request enrollment of his/her child in a specific school or program. Requests for admission to a magnet school or program designed to serve gifted and talented students shall be subject to the usual admission requirements established by the district for district students. Except for such specialized admission requirements, the Superintendent or designee shall not consider the student's previous academic achievement, athletic performance, physical condition, English language proficiency, family income, or any of the prohibited bases for discrimination listed in Education Code 200. (Education Code 48354, 48356)~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 6172—Gifted and Talented Student Program)~~

OPEN ENROLLMENT ACT TRANSFERS (continued)

Students applying for open enrollment transfers shall be assigned priority for approval as follows: (Education Code 48356)

1. — First priority for the siblings of students who already attend the desired school
2. — Second priority for students transferring from a program improvement school ranked in decile 1 on the Academic Performance Index (API)

If the number of students who request a particular school exceeds the number of spaces available at that school, the Superintendent or designee shall conduct a lottery, in the group priority order identified in items #1 and #2 above, to select students at random until all of the available spaces are filled. (Education Code 48356)

Within 60 days of receiving the application, the Superintendent or designee shall provide written notification to the parent/guardian and the student's district of residence as to whether the application has been accepted or rejected. If the application has been rejected, the notice shall state the reasons for the rejection. If the application has been approved, the notification shall specify the particular school site and the school's address to which the student has been admitted. (Education Code 48357; 5 CCR 4702)

Terms of Approval

The Superintendent or designee shall ensure that the school to which the student is transferring has a higher API than the school in which the student was previously enrolled. (Education Code 48356)

The parent/guardian shall enroll his/her child on or before the first day of instruction or within 14 calendar days of receipt of the district's notice of approval of the application, whichever is later. If the parent/guardian fails to enroll his/her child within this timeframe, the district may decline to enroll the student. (5 CCR 4703)

Upon enrollment, the district shall grant the student any credits toward graduation that he/she received from his/her district of residence. The student shall be eligible for graduation from district schools upon completion of state and district graduation requirements. (Education Code 48358)

(cf. 6143—Courses of Study)

(cf. 6146.1—High School Graduation Requirements)

(cf. 6146.5—Elementary/Middle School Graduation Requirements)

(cf. 6162.52—High School Exit Examination)

~~OPEN ENROLLMENT ACT TRANSFERS~~ (continued)

~~A student admitted to a district school through this process shall be deemed to have fulfilled district residency requirements pursuant to Education Code 48204 and shall not be required to reapply for enrollment in that school, regardless of whether his/her school of residence remains on the Open Enrollment List. (Education Code 48356; 5 CCR 4702)~~

~~Once admitted, a transfer student who wishes to matriculate into a district middle or high school or transfer to another district school shall reapply for admission to the new school pursuant to the requirements of Board policy and administrative regulation.~~

~~Parents/guardians are responsible for transporting their children to school.~~

OPEN ENROLLMENT ACT TRANSFERS**PARENTAL NOTIFICATION:
OPTION TO TRANSFER**

[Date]

To the parents/guardians of students at _____ School:

The purpose of this letter is to inform you that our school has been identified by the California Department of Education (CDE) as an Open Enrollment school for the _____ school year.

~~Why is our school on the Open Enrollment List?~~

~~The Open Enrollment Act, which became law in the spring of 2010, requires the CDE to annually create a list of 1,000 schools ranked by their Academic Performance Index (API). A school's API is a number that ranges from 200 to 1,000 and is calculated using the results for each school's students on statewide tests. The state has set 800 as the API target for all schools to meet. Schools that fall short of 800 are required to meet annual growth targets until that goal is achieved. Annual API growth targets will vary for each school.~~

~~For more information about how the Open Enrollment List is created, please visit the CDE's web site: <http://www.cde.ca.gov/sp/ee/op>.~~

~~What right does a parent have to request a transfer?~~

~~All parents/guardians of students attending a school on the Open Enrollment List have the option to request a transfer of their child to another school in this district or in another California district. The school to which your child transfers must have a higher API than the school your child is leaving. Our school's API is _____.~~

~~The following district schools are available to accept transfers: [List schools with space available and higher API scores.]~~

~~If you would like to transfer your child to one of the schools listed above, please contact that school for information about applying for intradistrict open enrollment. Information about the performance and academic achievement of each available school is enclosed.~~

~~If you would like to transfer your child to a school in another district, you must contact that school district for information regarding their application procedures and timelines. To find a school with a higher API, go to the CDE's website: <http://api.cde.ca.gov/reports>.~~

OPEN ENROLLMENT ACT TRANSFERS (continued)

Parents/guardians are responsible for providing transportation to and from the new school.

We will keep you updated and informed about opportunities to discuss plans for our school. If you have questions, need additional information on how you can get involved in our school improvement efforts, or would like to discuss the school's instructional program, please feel free to call me and/or visit the school.

Sincerely,

[Name of Principal]

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Board Policy/Regulation 5154, Participation of Indian Pupils

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

This policy and regulation must come before the board for review annually for compliance with the Impact Aid application.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

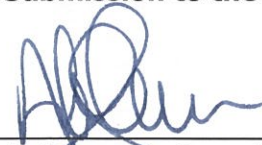
- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input checked="" type="checkbox"/> Consideration Click here to enter text. |
| <input type="checkbox"/>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

PARTICIPATION OF INDIAN PUPILS

Pupils residing on Indian lands shall have the opportunity to participate in school district programs on an equal basis with all other pupils enrolled in the school district.

Further, in order to encourage the participation of the parents and tribes of such Indian pupils in the review, planning, and implementation of any educational programs funded under the provisions of Public Law 81-874, the district superintendent shall insure that:

1. Information regarding such programs is disseminated to tribes and parents of Indian pupils.
2. An opportunity shall be given to such tribes and parents to present their views regarding such programs and applications and, further, to participate in the development of such programs.
3. An Indian Advisory Committee (P.L. 874) shall be established to facilitate the implementation of this policy. Membership of said committee shall consist solely of tribal members from, or parents of Indian pupils residing on, Indian lands located within the Lakeside Union School District. The district superintendent shall formulate procedures governing the operation of the committee.

Legal Reference: Public Law 81-874, Department of Health, Education, and Welfare,
Section 5(b)(3)(A)

Title VI of the Civil Rights Act of 1964, Assurance of Compliance,
Department of Health, Education, and Welfare

California State Department of Education, General Statement of
Assurances

History:

Policy

Adopted: September 17, 2012

Revised: 2/14/19; 2/13/20

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

PARTICIPATION OF INDIAN PUPILS

1. The district superintendent shall ensure that the officials of the Barona tribe, the chairperson of the Title IV-A Parents Education Committee, and parents are periodically notified of district programs. Such notice shall include an annual invitation to address the participation of Indian children at a school board meeting during the first two months of each school year. Participation of Indian children shall be an agenda topic. The agenda will address:
 - a. the planning and development of educational programs that are assisted with P.L. 81-874 funds;
 - b. the needs of Indian children and the benefits to be derived from P.L. 81-874 money; and
 - c. the P.L. 81-874 application, program planning and evaluations.

The Parent Education Committee will review the district's Indian Policies and Procedures and recommend revisions if found necessary.

2. The Student Identification System will be used to identify Indian students and to identify the programs in which they have been involved. In addition, teachers will be requested to submit a copy of the year-end report cards for all Indian students. These two reports will be used to provide the governing board and the tribal officials with a summary of participation rates and student needs. No personally identifying data will be used in the summary. If rates demonstrate that Indian children do not appear to be participating on an equal basis, the district and tribal representatives will meet to develop a plan for increased participation.
3. Copies of P.L. 81-874 applications, evaluations of any programs that are targeted specifically to receive P.L. 81-874 funds and notification regarding changes in school site programs will be sent in a timely manner to parents and tribal officials. "Timely fashion" means that the parents and tribal officers will receive notice in adequate time to convene a tribal meeting and a Parent Education Committee meeting to discuss such items and to make comment to district officials prior to final action by the district. District representatives shall attend such tribal meetings as are requested by tribal officials.
4. Indian parent participation on School Site Councils will be encouraged and each school site plan will include consideration for equal participation of Indian children in school programs. Tribal officials and Indian parents will be notified regarding School Site Committee meetings. If tribal officials and Indian parents believe the School Plan does not provide equal access they may direct their concern to the governing board, and an agenda item will be designated for discussion and reasonable efforts at resolution of the concerns will be made. The Parent Education Committee will review Indian input and recommend modifications in the Indian Policies and Procedures, if found necessary.

Regulation
Reviewed: 2/14/19; 2/13/20

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Board Policy 7140: Architectural and Engineering Services

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

Adoption: Policy updated to clarify the district's responsibility to select a licensed architect and/or structural engineer as required by law when professional design services are used for construction or modernization of school facilities and to address the need to comply with state safety and design standards. Policy adds the general duties of the architect and/or structural engineer and the circumstances under which design specifications must be submitted to CDE and the Division of the State Architect. Regulation updates the components of the selection process to more directly reflect law and adds the district's authority, if negotiations with the most qualified firm are unsuccessful, to negotiate a contract with the second most qualified firm and then the third most qualified firm. Regulation also includes the option to award a contract to a single entity for both the design and construction of a school facility in excess of \$1 million ("design build" contract).

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:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

ARCHITECTURAL AND ENGINEERING SERVICES

The Governing Board desires to provide school facilities that support the educational program and meet all applicable safety and design standards. When required by law, the Board shall employ or contract with a licensed and certified architect or structural engineer be employed to design and supervise the construction of district schools and other facilities.

(cf. 7110 – Facilities Master Plan)

The architect and/or structural engineer shall be responsible for preparing all construction plans, specifications, and estimates and for the observation of the work of construction. (Education Code 17302)

To ensure compliance with state design and safety standards, preliminary and final plans for any state-funded school facility project, including Board-approved educational specifications for school design when necessary, shall be submitted to the California Department of Education and the Department of General Services, Division of the State Architect. (Education Code 17267; 5 CCR 14030-14032)

The Superintendent or designee shall devise a competitive process for the selection of architects, structural engineers, and other design professionals that is based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. For each project, the Superintendent or designee shall recommend architectural and engineering firms to the Board for approval. The Board shall pay fair and reasonable amounts warranted by the provider's qualifications and competence. The Board need not select the lowest responsible bidder.

(cf. 3311 - Bids)

(cf. 3311.3 – Design-Build Contracts)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 *Leroy F. Greene School Facilities Act, especially:*

17070.50 *Conditions for apportionment*

17250.10-17250.55 *Design-build contracts*

17251 *School construction; duties of the California Department of Education*

17262-17268 *School construction plans*

17280-17316 *Approvals, especially:*

17302 *Persons qualified to prepare plans, specifications and estimates and supervise construction*

17316 *Contract provision re school district property*

17371 *Limitation on liability of governing board*

BUSINESS AND PROFESSIONS CODE

5500-5502 *Architecture*

5550-5558 *Architects, licensure*

6700-6706.3 *Engineers*

6750-6766 *Engineers, licensure*

ARCHITECTURAL AND ENGINEERING SERVICES

Legal Reference Continued:

GOVERNMENT CODE

4525-4529.5 *Contracts with private architects, engineering, land surveying, and construction project management firms*

14837 *Definition of small business*

87100 *Public officials; financial interest*

PUBLIC CONTRACT CODE

20111 *School district contracts*

CODE OF REGULATIONS, TITLE 5

14001 *Minimum standards for school facilities*

14030-14036 *Standards, planning, and approval of school facilities*

CODE OF REGULATIONS, TITLE 24

101 *et seq.* *California Building Standards Code*

CALIFORNIA CONSTITUTION

Article 22 *Architectural and engineering services*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Plan Submission Requirements for Modernization Projects, Form SFPD 4.08

Plan Submission Requirements for New Construction, Form SFPD 4.07

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

School Facility Program Handbook, January 2019

WEB SITES

American Institute of Architects California Council: <https://aiacalifornia.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/lr/fa>

Department of General Services, Division of the State Architect: <https://www.dgs.ca.gov/DSA>

Department of General Services, Office of Public School Construction: <https://www.dgs.ca.gov/OPSC>

Policy

adopted: September 17, 2012

revised: February 13, 2020

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

ARCHITECTURAL AND ENGINEERING SERVICES

Contractors for any architectural, landscape architectural, engineering, environmental, land surveying or construction project management services shall be selected, at fair and reasonable prices, on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. (Government Code 4526)

The Superintendent or designee shall ensure that the selection process for projects receiving state funding: (Government Code 4526)

1. Assures maximum participation by small business firms as defined pursuant to Government Code 14837
2. Prohibits practices which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration
3. Prohibits district employees from participating in the selection process when they have a relationship with a person or business entity seeking a contract which would subject the employee to the prohibition of Government Code 87100

(cf. 9270 - Conflict of Interest)

The selection process may also include: (Government Code 4527)

1. Evaluation of current statements of qualifications and performance data on file with the district and evaluation of statements that may be submitted by other firms regarding the proposed project
2. Discussion with at least three firms regarding anticipated concepts and the relative utility of alternative approaches for furnishing the services with at least three firms
3. Selection, in order of preference, of at least three firms deemed to be the most highly qualified to provide the required services, in accordance with established district criteria

The district shall negotiate a contract with the best qualified firm at compensation determined by the district to be fair and reasonable. If the district is unable to negotiate a contract with the most qualified firm, the district shall negotiate a contract with the second most qualified firm and, if unsuccessful, with the third most qualified firm. If the district is unable to negotiate a satisfactory contract with any of the selected firms, the district shall select additional firms in order of their competence and qualification and continue negotiations until an agreement is reached. (Government Code 4528)

ARCHITECTURAL AND ENGINEERING SERVICES

The above procedures shall not apply if the Superintendent or designee determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest. (Government Code 4529)

(cf. 3311 - Bids)

Contracts shall specify that all plans, including but not limited to, record drawings, specifications and estimates prepared by the architect or structural engineer shall become the property of the district. The contract shall also specify terms and conditions for reuse within the district of any plans prepared by the architect or structural engineer. (Education Code 17316)

A contract may be awarded to a single entity for both design and construction of any school facility in excess of \$1,000,000 in accordance with AR 3311.3 - Design-Build Contracts. (Education Code 17250.20)

(cf. 3311.3 - Design-Build Contracts)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Board Bylaw 9321: Closed Session

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

Adoption: Bylaw retitled and updated to incorporate material formerly in BB 9321.1 - Closed Session Actions and Reports. Bylaw also adds the requirement to provide final documents approved or adopted during closed session to persons who have submitted a request. Section on "Matters Related to Students" provides that student names should not be included on the agenda or reports of expulsion hearings pursuant to court decision. Section on "Security Matters" reflects the board's authority to meet in closed session with law enforcement officials to develop a tactical response plan. Section on "Real Property Negotiations" reflects Attorney General publication stating the board's authority to approve a final real property agreement in closed session. Section on "Pending Litigation" updates legal cites. Exhibit (1) added to provide examples of agenda descriptions of closed session items. Exhibit (2) added to provide examples of reports of closed session actions that must be made when the board reconvenes in open session following the closed session.

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:


Principal/Department Head Signature

Approved for Submission to the Governing Board:


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: _____

CLOSED SESSION

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meeting only for purposes authorized in law.

Each agenda shall contain a general description of each closed session items to be discussed at the meeting, as required by law and specified below. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures specified below that are applicable to the matter being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session. (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

Confidentiality

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)

CLOSED SESSION (continued)

Personnel Matters

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, performance evaluation, discipline, or dismissal of an employee. Such a closed sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4115 - Evaluation/Supervision)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4215 - Evaluation/Supervision)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4315 - Evaluation/Supervision)

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of the right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)

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

The Board may hold a closed session to discuss an employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to public employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify by employee number of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

CLOSED SESSION (continued)

(cf. 4117.7/4317.7 - Employment Status Reports)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the open meeting requirements of Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

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

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session, prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session, and, for represented employees, any other matter within the statutorily provided scope of representation. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed sessions held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)

(cf. 2121 – Superintendent's Contract)

The Board also may meet in closed session with a state conciliator who has intervened in these proceedings any of the purposes enumerated in Government Code 54957.6.

CLOSED SESSION (continued)

Agenda items related to negotiations shall specify the name(s) of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

Matters Related to Students

If a public hearing would lead to the disclosure of confidential student information, the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student expulsion, or a challenge to a student record. If a written request for open session is received from the parent/guardian, it will be honored to the extent that it does not violate the privacy rights of any other student the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any student other than the student requesting the public meeting shall be in closed session. (Education Code 35146, 48912, 49070)

(cf. 5117 – Interdistrict Attendance)

(cf. 5119 – Students Expelled from Other Districts)

(cf. 5125.3 – Challenging Student Records)

(cf. 5144 – Discipline)

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

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

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda

CLOSED SESSION (continued)

shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)

(cf. 5125 - Student Records)

However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall not be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.

Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or to the public's right of access to public services or public facilities. Such discussions may be held in closed session during an emergency meeting called pursuant to Government Code 54956.5 if agreed to by a two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present. (Government Code 54956.5, 54957)

(cf. 0450 - Comprehensive Safety Plan

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 9323.2 - Actions by the Board)

Agenda items related to these security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

The Board may meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses. (Education Code 32281)

CLOSED SESSION (continued)

Real Property Negotiations

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s), the property under negotiation, and the person(s) with whom the negotiator may negotiate. For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the Board's position in the case. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" when in any of the following circumstances:

1. Litigation to which the Board is a "party" has been initiated formally. (Government Code 54956.9(d)(1))

CLOSED SESSION (continued)

2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel and on the "existing facts and circumstances", there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(d)(2), (3))

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s), and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(*cf.* 3320 - *Claims and Actions Against the District*)

- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
 - e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat of litigation on the victim's behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(d)(4))

CLOSED SESSION (continued)

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(d)(4) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in items #2 b-e above. (Government Code 54954.5)

Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

CLOSED SESSION (continued)

If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurant authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3530 - Risk Management/Insurance)

Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may also meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA that has direct financial or liability implications for the district. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the name of the JPA, the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

Review of Audit Report from Bureau of State Audits

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

CLOSED SESSION (continued)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by Bureau of State Audits." (Government Code 54954.5)

Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.51 – State Academic Achievement Tests)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

Legal Reference: (see next page)

CLOSED SESSION (continued)

Legal Reference:

EDUCATION CODE

- 32281 School safety plans
- 35145 Public meetings
- 35146 Closed session for student suspension or disciplinary action
- 44929.21 Districts with ADA of 250 or more
- 48912 Governing board suspension of student
- 48918 Rules governing expulsion procedures; hearings and notice
- 49070 Challenging content of students records
- 49073 Privacy of student records
- 60617 Closed session (re review of contents of statewide assessment)

GOVERNMENT CODE

- 3540-3549.3 Educational Employment Relations Act
- 6252-6270 California Public Records Act
- 54950-54963 The Ralph M. Brown Act

CALIFORNIA CONSTITUTION

- Article 1, Section 3 Public right to access information

UNITED STATES CODE, TITLE 20

- 1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

- 99.1-99.8 Family Educational Rights and Privacy

COURT DECISIONS

- Moreno v. City of King, (2005) 127 Cal.App.4th 17
- Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860
- Rim of the World Unified School District v. San Bernardino County Superior Court, (2002) 104 Cal.App.4th 1393
- Bell v. Vista Unified School District, (2004) 82 Cal.App. 4th 672
- Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87
- Kleitman v. Superior Court of Santa Clara County, (1999) 87 Cal Rptr. 2d
- Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876
- Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363
- San Diego Union v. City Council, (1983) 146 Cal.App.3d 947
- Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41

ATTORNEY GENERAL OPINIONS

- 94 Ops. Cal. Atty. Gen. 82 (2011)
- 89 Ops. Cal. Atty. Gen. 110 (2006)
- 86 Ops. Cal. Atty. Gen. 210 (2003)
- 78 Ops. Cal. Atty. Gen. 218 (1995)
- 59 Ops. Cal. Atty. Gen. 532 (1976)
- 57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

- The Brown Act: School Boards and Open Meeting Laws, 2009-2014

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

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

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

- Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010

CLOSED SESSION (continued)

WEB SITES

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

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

League of California Cities: <http://www.cacities.org>

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 13, 2020

Agenda Item:

Enrollment Report for Month 5 (12/16/2019 – 1/10/2020)

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 5

12/16/2019 - 01/10/2020

DATE: 1/15/2020

SCHOOL	K	1	2	3	4	5	6	7	8	SDC	HH	EAK	TK NON ADA	TK	19/20 TOTAL	M5 18/19 TOTAL	VARIANCE
EUCALYPTUS HILLS													3	102	105	117	-12
LAKESIDE FARMS	103	96	108	85	94	112				32		25			655	653	2
LAKEVIEW	131	105	118	121	119	112									706	707	-1
LEMON CREST	72	85	70	85	84	84				25		22			527	552	-25
LINDO PARK	71	64	78	64	63	84				36		46			506	516	-10
RIVERVIEW			174	156	147	145									622	603	19
WINTER GARDENS	186	168													354	364	-10
LAKESIDE MIDDLE							264	257	257	17					795	820	-25
TIERRA DEL SOL							228	258	234	31					751	766	-15
HOME FLEX			2	1	3	3	2	5	5						21	0	21
DISTRICT TOTAL	563	518	550	512	510	540	494	520	496	141	0	93	3	102	5,042	0 5,098	-56

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	
2019-2020	4,985	4,986	4,966	4,966	5,042							
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	4,010	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	-	

BARONA INDIAN	GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL
CHARTER SCHOOL		15	11	9	13	15	9	12	10	15	109

RIVER VALELY	GRADE	7	8	9	10	11	12	TOTAL
CHARTER SCHOOL		28	53	62	56	55	51	305

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: [Click here to enter text.](#)

Agenda Item:

Board Policy and Exhibit 0420.41: Charter School Oversight

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

First Reading: Policy updated to include the California School Dashboard as a means for monitoring charter school performance and identifying the need for technical assistance. Policy also deletes material related to the identification of schools for federal Program Improvement, which is no longer operational. Exhibit reorganized and subheads added for clarity. Exhibit also reflects **NEW LAW (SB 126, 2019)** and **NEW ATTORNEY GENERAL OPINION** which clarify that charter schools are subject to the Brown Act, California Public Records Act, Political Reform Act, and conflict of interest laws, and **NEW LAWS** which (1) prohibit the operation of a charter school as a for-profit corporation or organization (**AB 406**); (2) provide that a student who is receiving individual instruction at home or a hospital due to a temporary disability must be allowed to return to the charter school when well enough to do so (**AB 2109**); (3) require specified accommodations for pregnant and parenting students (**AB 2289**); (4) prohibit taking negative action against a student or former student for a debt owed to the school (**AB 1974**); (5) require development of a local control funding formula (LCFF) budget overview for parents/guardians in conjunction with the local control and accountability plan (LCAP) (**AB 1808**); (6) require charter schools applying for certain categorical funding to adopt a school plan for student achievement (**AB 716**); (7) require charter schools to adopt a comprehensive safety plan (**AB 1747**); (8) require each bus to be equipped with a child safety alert system (**AB 1840**); (9) require charter schools serving grades 7-12 to offer comprehensive sexual health and HIV prevention education (**AB 2601**); (10) require parental notification regarding human trafficking resources (**SB 1104**); (11) require charter schools to exempt certain students transferring in grades 11-12 from locally established graduation requirements (**AB 2121**); (12) allow students to wear cultural or religious adornments at graduation ceremonies (**AB 1248**); (13) require charter schools to provide eligible students with a free or reduced-price meal each day (**AB 1871**); (14) require charter schools to review their suicide prevention policy at least once every five years (**AB 2639**); (15) require that the suicide prevention hotline number be printed on student identification cards (**SB 972**); (16) require notification of how to access school or community mental health services (**AB 2022**); (17) require an automated external defibrillator to be accessible at athletic events (**AB 2009**); (18) mandate the adoption of policy on bullying and cyberbullying prevention (**AB 2291**); (19) prohibit the use of seclusion and restraint for disciplinary purposes (**AB 2657**); (20) prohibit the inclusion of a student's or parent/guardian's personal information in board minutes when so requested (**SB 1036**); and (21) require charter schools receiving state facilities funding to provide an annual report of facilities expenditures and submit an audit within one year of project completion (**AB 99, 2017; AB 1808**).

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ **Informational**

☒ **Discussion**

☐ **Approval**

☐ **Adoption**

☐ **Denial**

☐ **Ratification**

☐ **Review** Click here to enter text.

☐ **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:



CHARTER SCHOOL OVERSIGHT

The Governing Board recognizes its ongoing responsibility to oversee that any charter school **authorized by** the Board ~~has authorized~~ is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 - Charter School Authorization)

(cf. 0500 - Accountability)

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

~~The Board and Superintendent or designee may inspect or observe any part of the charter school at any time. The Superintendent or designee shall visit each charter school at least annually~~ **and may inspect or observe any part of the charter school at any time.** (Education Code 47604.32, 47607)

The Superintendent or designee shall attend meetings of the charter school ~~board~~ **governing body** whenever possible and shall periodically meet with a representative of the charter school.

Waivers

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the Superintendent or designee submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to the SBE on behalf of the charter school.

Provision of District Services

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services, the district and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the district and charter school.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

CHARTER SCHOOL OVERSIGHT (continued)

Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to establish or move operations to one or more additional sites, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter.

Monitoring Charter School Performance

The Superintendent or designee shall regularly monitor to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor ~~each~~ **the** charter school to determine whether it is achieving, ~~both schoolwide and for all groups of students served by the school,~~ the measurable student outcomes set forth in the charter, **both schoolwide and for each numerically significant student subgroup served by the school, as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter petition and any applicable memorandum of understanding,** and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), **as reported in the California School Dashboard.**

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the **charter** school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

(cf. 7160 – Charter School Facilities)

CHARTER SCHOOL OVERSIGHT (continued)

The district may charge up to one percent of a charter school's revenue for the actual costs of supervisorial oversight of the school. However, if the district is able to provide substantially rent-free facilities to the charter school, the district may charge up to three percent of the charter school's revenue for actual costs of supervisorial oversight, if the facility is provided under Education Code 47614, the pro-rata share facilities costs calculated pursuant to 5 CCR 11969.7. If the district charges the pro-rata share, it may also charge one percent of the charter school's revenue in oversight fees. (Education Code 47613)

Technical Assistance/Intervention

If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more **numerically significant** student subgroups ~~identified in Education Code 52052,~~ or for all of the student subgroups if the school has fewer than three **subgroups**, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)

1. Shall provide technical assistance to the charter school ~~using an evaluation rubric adopted by the SBE pursuant to Education Code 52064.5~~ **based on the California School Dashboard**
2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074

~~If a charter school receiving federal Title I funding has been identified for program improvement, it shall implement improvement strategies in accordance with its existing school improvement plan.~~

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to the academic achievement of all numerically significant subgroups of students served by the charter school.

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

Complaints

Each charter school shall establish and maintain policies and procedures to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4687**4670**, alleging the school's noncompliance with Education Code 47606.5 or 47607.3. (Education Code 52075)

CHARTER SCHOOL OVERSIGHT (continued)

(cf. 1312.3 - Uniform Complaint Procedures)

A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

School Closure

In the event that the Board revokes or denies renewal of a charter or the **charter** school ceases operation for any reason, the Superintendent or designee shall provide assistance, when applicable in accordance with the charter and/or a memorandum of understanding, to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's actions, if renewal of the charter is denied, the charter is revoked, or the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

Legal Reference:

EDUCATION CODE

215 *Suicide prevention policy*

215.5 *Suicide prevention hotline contact information on student identification cards*

220 *Nondiscrimination*

221.61 *Posting of Title IX information on website*

221.9 *Sex equity in competitive athletics*

234.4 *Mandated policy on bullying prevention*

234.7 *Student protections relating to immigration and citizenship status*

17280-17317 *Field Act*

17365-17374 *Field Act, fitness for occupancy*

32282 *Comprehensive safety plan*

32283.5 *Online training on bullying prevention*

33479-33479.9 *The Eric Parades Sudden Cardiac Arrest Prevention Act*

35330 *Field trips and excursions; student fees*

38080-38086 *School meals*

39831.3 *Transportation safety plan*

39843 *Disciplinary action against bus driver; report to Department of Motor Vehicles*

41024 *Report of expenditure of state facility funds*

42100 *Annual statement of receipts and expenditures*

44030.5 *Reporting change in employment status due to alleged misconduct*

44237 *Criminal record summary*

CHARTER SCHOOL OVERSIGHT (continued)*Legal Reference: (continued)*

44691 *Information on detection of child abuse*
 44830.1 *Certificated employees, conviction of a violent or serious felony*
 45122.1 *Classified employees, conviction of a violent or serious felony*
45125.1 Fingerprinting; employees of contracting entity
 47600-47616.7 *Charter Schools Act of 1992*
 47634.2 *Nonclassroom-based instruction*
 47640-47647 *Special education funding for charter schools*
47651 Apportionment of funds, charter schools
 48000 *Minimum age of admission for kindergarten; transitional kindergarten*
 48010-48011 *Minimum age of admission (first grade)*
48206.3-48208 Students with temporary disabilities; individual instruction
 48850-48859 *Educational placement of foster youth and homeless students*
 48907 *Students' exercise of free expression; rules and regulations*
 48950 *Student speech and other communication*
49005-49006.4 Seclusion and restraint
 49061 *Student records*
49073.2 Privacy of student and parent/guardian personal information
 49110 *Authority to issue work permits*
 49414 *Epinephrine auto-injectors*
 49475 *Health and safety, concussions and head injuries*
49557.5 Child Hunger Prevention and Fair Treatment Act of 2017
49564 Meals for needy students
 51224.7 *Mathematics placement policy*
 51745-51749.36 *Independent study*
51930-51939 California Healthy Youth Act
~~52051.5-52052 Academic performance index, applicability to charter schools~~
Accountability; numerically significant student subgroups
EDUCATION CODE
 52060-52077 *Local control and accountability plans*
 52075 *Uniform complaint procedures*
 56026 *Special education*
 56145-56146 *Special education services in charter schools*
 60600-60649 *Assessment of academic achievement*
 60850-60859 *High school exit examination*
64000 Categorical programs included in consolidated application
64001 School plan for student achievement, consolidated application programs
65000-65001 School site councils
 69432.9 *Cal Grant program; notification of grade point average*
CORPORATIONS CODE
 5110-6910 *Nonprofit public benefit corporations*
GOVERNMENT CODE
 1090-1099 *Prohibitions applicable to specified officers*
 3540-3549.3 *Educational Employment Relations Act*
6250-6270 California Public Records Act
54950-54963 Ralph M. Brown Act
 81000-91014 *Political Reform Act of 1974*
HEALTH AND SAFETY CODE
 104420 *Tobacco Use Prevention Education grant program*
 104559 *Tobacco-free schools*

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

LABOR CODE

1198.5 *Personnel records related to performance and grievance*

PENAL CODE

667.5 *Definition of violent felony*

1192.7 *Definition of serious felony*

VEHICLE CODE

28160 *Child safety alert system*

CALIFORNIA CONSTITUTION

Article 9, Section 5 *Common school system*

Article 16, Section 8.5 *Public finance; school accountability report card*

CODE OF REGULATIONS, TITLE 5

4600-4687 *Uniform complaint procedures*

11700.1-11705 *Independent study*

11960-11969 *Charter schools*

~~15497.5 *Local control and accountability plan template*~~

CODE OF REGULATIONS, TITLE 24

101 et seq. *California Building Standards Code*

UNITED STATES CODE, TITLE 20

1681-1688 *Title IX of the Education Amendments of 1972; discrimination based on sex*

6311 *State plan*

7221-7221 *Charter schools*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.78 *Accountability*

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

Opinion No. 11-201 (2018)

89 *Ops.Cal.Atty.Gen.* 166 (2006)

80 *Ops.Cal.Atty.Gen.* 52 (1997)

78 *Ops.Cal.Atty.Gen.* 297 (1995)

CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS

Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763

Management Resources:

CSBA PUBLICATIONS

Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018

Charter Schools: A Guide for Governance Teams, rev. 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

California School Accounting Manual

Sample Copy of a Memorandum of Understanding

~~*Pupil Fees, Deposits, and Other Charges*, Fiscal Management Advisory 12-02, April 24, 2013~~ **17-01, July 28, 2017**

Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program: Title V, Part B of the ESEA, April 2011 **January 2014**

CHARTER SCHOOL OVERSIGHT (continued)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org> California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

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

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

A charter schools shall be subject to the terms of ~~their~~ its charters; any memorandum of understanding **between the school and the district Governing Board with their chartering authority; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general;** and other legal requirements that are expressly applicable to charter schools, including, but not limited to, requirements that each charter school **or the entity managing the charter school:**

Governance

1. **Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)**
2. **Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)**

Operations

3. **Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)**
14. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

Admission/Enrollment

5. Adhere to all laws establishing minimum age for public school attendance (Education Code 47610)
6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

CHARTER SCHOOL OVERSIGHT (continued)

7. Serve students with disabilities in the same manner as such students are served in other ~~public~~ **district** schools (Education Code 47646, 56145)
8. Admit all students who wish to attend the **charter** school, according to the following criteria and procedures:
 - a. Admission to the charter school shall not be determined according to the student's **or parent/guardian's** place of residence, ~~or that of his/her parents/guardians,~~ within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within ~~the~~ **that** school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in ~~the~~ **that** public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)
 - b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance, ~~except for existing students of the charter school,~~ shall be determined by a public random drawing, **with** ~~Preference shall be~~ extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
 - c. Other admissions preferences may be permitted by the ~~chartering~~ **Board of the** district on an individual school basis consistent with law. (**Education Code 47605**)
9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)
10. Comply with the requirements of education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
11. **Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated** (Education Code 48207.3)

CHARTER SCHOOL OVERSIGHT (continued)**Nondiscrimination**

- ~~2-12.~~ Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
- ~~30-13.~~ Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the **charter** school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7
- ~~39-14.~~ Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)
- ~~25-15.~~ If a **charter** school offers competitive athletics, annual post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)
- 16. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015)**
- ~~40-17.~~ If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

Tuition and Fees

- ~~3-18.~~ Not charge tuition (Education Code 47605)
- ~~4-19.~~ Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools

CHARTER SCHOOL OVERSIGHT (continued)

20. **Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)**

School Plans

21. **Adopt a local control and accountability plan (LCAP) and update the plan by** ~~By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan in~~ **consultation with specified stakeholders and using the** template adopted by the State Board of Education (SBE). To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card ~~the~~ **California School Dashboard. As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the school's budget. (Education Code 47604.33, 47606.5, 52064, 52064.1)**
22. **If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)**
23. **Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)**
- 32.24. **Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)**

Curriculum and Instruction

- 22.25. **Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)**

CHARTER SCHOOL OVERSIGHT (continued)

- ~~11~~26. If the **charter** school offers a kindergarten program, ~~÷ (Education Code 48000)~~ **also**
 a. ~~Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2 (Education Code 48000)~~
 b. ~~Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020~~
- 19.27. If a **charter** school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy; with specified components (Education Code 51224.7)
28. **If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school, beginning in the 2019-2020 school year (Education Code 51931, 51934)**
29. **If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources by January 1, 2020 (Education Code 49381)**
- 23.30. If the **charter** school provides independent study, meet the requirements of Education Code 51745-51749.36 except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
- 20.31. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, 60850-60859)

High School Graduation

32. **Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any graduation requirements established by the charter school that exceed state requirements, unless the school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)**
- 21.33. ~~Until July 31, 2018, G~~grant a high school diploma to any students who completed grade 12 in the 2003-2004 school year or a subsequent school year and who has met all applicable graduation requirements other than the passage of the high school exit examination (Education Code ~~60851.6~~ **51413**)

CHARTER SCHOOL OVERSIGHT (continued)

- 34. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)**

Student Expression

- 28.35.** Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

Staffing

- 12.36.** Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
- 14.37.** Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the **charter** school contracts with an entity for specified services, verify that any employee of that entity who will have contract with students has had a criminal background check (Education Code 44830.1, 45122.1, 45125.1)
- 15.38.** Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirements, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)
- 16.39.** Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
- 17.40.** Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

Parent/Guardian Involvement

- 27.41.** On a regular basis, consult with parents/guardians and teachers regarding the **charter** school's educational programs (Education Code 47605)

CHARTER SCHOOL OVERSIGHT (continued)

- 42. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)**

Nutrition

- 43. Beginning with the 2019-2020 school year, provide each eligible student with one nutritionally adequate free or reduced-price meal during each school day, except as provided for a charter school that offers nonclassroom-based instruction (Education Code 47613.5)**
- 44. If the charter school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)**
- 45. If the charter school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; ensure that a student with unpaid school meal fees is not shamed, treated differently, or served a meal that differs from other students; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)**
- 46. If the charter school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)**

Student Health

- 18.47. If a school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components (Education Code 215)**
- 48. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)**
- 13.49. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reports, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)**

CHARTER SCHOOL OVERSIGHT (continued)

- 26.50.** If the **charter** school offers an athletic program, annually provide information sheets about concussions head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, ~~he/she~~ **the student** shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until ~~he/she~~ **the student** is evaluated by a licensed health care provider and receives written clearance to do so (Education Code 33479-33479.5, 49475)
- 51.** If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)
- 34.52.** ~~Ensure the availability and proper use of~~ **Provide school nurses or other voluntary, trained personnel with** emergency epinephrine auto-injectors **of the type required pursuant to Education Code 49414** by: (Education Code 49414)
- ~~a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, or secondary schools, one regular device if there are not students who require a junior device~~
 - ~~b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive~~
 - ~~b. Providing defense and indemnification to volunteers for any and all civil liability from such administration~~
- 35.53.** If the **charter** school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

Student Conduct/Discipline

- 54.** Adopt a policy on bullying and cyberbullying prevention by December 31, 2019, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 32283.5)

CHARTER SCHOOL OVERSIGHT (continued)

- 55. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)**

Student and Parent/Guardian Records

- 56. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)**
- 57. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)**

30.58. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

31.59. If the **charter** school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

Facilities

33.60. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

- a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

CHARTER SCHOOL OVERSIGHT (continued)

- b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

Finance

- 37.61. Promptly respond to all reasonable inquiries from the district, the county office of education, or the **Superintendent of Public Instruction (SPI)**, including, but not limited to, inquiries regarding the **charter** school's financial records (Education Code 47604.3)
- 29.62. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
- 24.63. Identify and report to the ~~Superintendent of Public Instruction (SPI)~~ any portion of ~~it's~~ **the charter school's** average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
- 38.64. Annually prepare and submit financial reports to the district ~~Governing~~ Board and the County Superintendent of Schools in accordance with the following reporting cycle:
 - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
 - b. ~~By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template adopted by the State Board of Education. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5.5, 52064)~~
 - ~~When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report~~

CHARTER SCHOOL OVERSIGHT (continued)

- ~~_____ card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)~~
- e.b.** By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- d.c.** By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- e.d.** By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- f.e.** **By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE the California Department of Education. (Education Code 47605)**
- 65.** **If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)**

Accountability

- 41.65.** Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

~~In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.~~

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/13/20

Agenda Item:

Board Policy and Administrative Regulation 1330: Use of School Facilities

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

Policy updated to reflect the board's authority to provide the use of school facilities free of charge to recreational youth sports leagues that charge participants no more than an average of \$60 per month. Policy also adds new section on the use of school facilities as a polling place, formerly in BP 1400 – Relations Between Other Governmental Agencies and the Schools. Regulation updated to more directly reflect law addressing the board's authority to approve serving alcohol during a special event at district-owned facilities at a time when students are not present.

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

Reviewed by Cabinet Member: 

USE OF SCHOOL FACILITIES

The Governing Board ~~recognizes~~ **believes** that ~~district~~ **school** facilities and grounds are a **vital** community resource **which should be used to foster community involvement and development. Therefore, and the Board** authorizes ~~their~~ **the use of school facilities by district residents and** community groups for purposes ~~provided for~~ **specified** in the Civic Center Act, ~~when such use to the extent that such use~~ does not interfere with school activities **or other school-related uses.**

(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)
(cf. 6145.5 - Student Organizations and Equal Access)

~~All school-related activities~~ **The Superintendent or designee shall be given priority to school-related activities** in the use of facilities and grounds. **Other uses authorized** under the Civic Center Act. ~~Thereafter, the use shall be on a first-come, first-served basis.~~

For the effective management and control of school facilities and grounds, ~~The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that:~~ (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school

USE OF SCHOOL FACILITIES (continued)

facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

~~The Board authorizes the use of school facilities or grounds without charge by nonprofit organizations, clubs, or associations organized to promote youth and school activities. In accordance with Education Code 38134(a), these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire, Inc., parent teacher associations, and school community advisory councils. Other groups, including nonprofit groups not organized to promote youth and school activities or for profit groups that request the use of school facilities under the Civic Center Act, shall be charged at least direct costs.~~

~~Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)~~

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

OPTION 3: (No charge to school-related organizations)

The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

USE OF SCHOOL FACILITIES (continued)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038, and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

- 1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds**
- 2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds**

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

(cf. 6111 - School Calendar)

USE OF SCHOOL FACILITIES (continued)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

(cf. 3515.2 - Disruptions)

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

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

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

ELECTIONS CODE

12283 Polling places: schools

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

MILITARY AND VETERANS CODE

1800 Definitions

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

USE OF SCHOOL FACILITIES (continued)

Management Resources:

CSBA PUBLICATIONS

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

~~1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4.89~~

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

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

WEB SITES

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

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

USE OF SCHOOL FACILITIES

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall ~~apply for the use of school facilities or grounds through a District application.~~ **shall present written authorization from the group or organization to make the application.**

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center

(cf. 1020 - Youth Services)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date:

Agenda Item:

Board Policy 3600: Consultants

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

First Reading: Policy updated to reflect **NEW LAW (AB 5)** which codifies a three-part test, established in *Dynamex Operations West Inc. v. Superior Court of Los Angeles*, to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. Policy also updates the statement on nondiscrimination to include additional protected categories, and reflects law regarding harassment of or by an independent contractor.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- ☐ Informational
- ☒ Discussion
- ☐ Approval
- ☐ Adoption

- ☐ Denial
- ☐ Ratification
- ☐ Review [Click here to enter text.](#)
- ☐ 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: _____

CONSULTANTS

The Governing Board authorizes the use of consultants **and other independent contractors** to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as ~~consultants~~ **independent contractors** may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

(cf. 3551 – Food Service Operations/Cafeteria Fund)

As part of the contract process, the Superintendent or designee shall determine, ~~in accordance with Internal Revenue Service guidelines,~~ that the consultant **individual, firm, or organization** is properly classified as an independent contractor. **A person, firm or organization shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2750.3)**

1. **The person or entity is free from the control and direction of the district in connection with the performance of the work.**
2. **The person or entity is performing work that is outside the usual course of the district providing educational services.**
3. **The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.**

Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)

~~District employees who perform extra duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.~~

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 – Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 – Publication or Creation of Materials)

~~The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.~~

CONSULTANTS (continued)

All qualified ~~firms or resource persons~~ **independent contractors** shall be accorded equal opportunity for consultant contracts regardless of ~~actual or perceived~~ race, ~~creed~~, color, gender, national or ethnic origin, age or disability, **national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics.** (Education Code 220; Government Code 12940).

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

(cf. 0415 – Equity)

(cf. 3311 – Bids)

(cf. 3551 – Food Service Operations/Cafeteria Fund)

(cf. 4030 – Nondiscrimination in Employment)

Independent contractors ~~applying for a consultant contract~~ shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend ~~the consultant's employment~~ **approval of the contract.**

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 – Conflict of Interest)

When employees of a public university, county office of education or other public agency serve as consultants or ~~resource persons~~ **independent contractors in other capacities** for the district, they shall certify as part of the ~~consultant~~ agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for ~~this~~ **the** district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)

CONSULTANTS (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee

87302 Conflict of interest code

LABOR CODE

2750.3 ABC three-part test: employees and independent contractors

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 Employer and employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-A Employer's Supplemental Tax Guide